



**CHHATTISGARH STATE MARKETING CORPORATION LIMITED**  
**(A Government of Chhattisgarh Undertaking)**

**CIN - U51909CT2017SGC007813**

**Address - 4th Floor, Aabkari Bhavan , Near Chokra Nala, Labhandih,  
Raipur,(C.G.)- 492001**

**E-mail id: csmclho@gmail.com | Contact No.: 0771-2972902**

S.No. \_\_\_\_\_

Despatch No. \_\_\_\_ Date \_\_\_\_\_

To,

-----  
-----  
-----

**NOTICE INVITING RATE OFFERS FOR REGISTRATION**  
**AND**  
**SUPPLY OF FOREIGN LIQUOR IN STATE OF CHHATTISGARH**

**NO. CSMCL/RATE-OFFER/2024-25/ 417 Raipur, Dated: 15.02.2024**

1. Sealed rate offers are invited from firms having license FL 10A and FL10B issued by Excise Department, Government of Chhattisgarh for entering into rate contract with Chhattisgarh State Marketing Corporation Limited for supply of IMFL/FMFL/Beer in State of Chhattisgarh for the period from 1<sup>st</sup> April 2024 to 31<sup>st</sup> March 2025.

2. The last date for receipt of rate offers in the Office of the Corporation at Raipur (Chhattisgarh) is **15.03.2024 by 15.00 HRS** which shall be opened at **16.00 HRS**. The participating new FL10A/ FL10B licensee will have to submit a non-refundable registration fee of Rs. 1,18,000/- (Rs. 1,00,000 + 18% GST) (Rupees One Lakh Eighteen Thousand Only) towards registration by way of Demand Draft drawn on any Scheduled Commercial Bank payable at Raipur in

favour of the Managing Director, Chhattisgarh State Marketing Corporation Limited, Raipur.

**3.** Application form along with the terms and conditions governing the offers and other documents can be obtained from the Corporation's Head Office at 4<sup>th</sup> Floor, Aabkari Bhavan, Labhandi, Chokra Nala, Raipur - 492001 (C.G.) on payment of non-refundable fee of Rs. 41,300/- (Rs. 35,000 + 18% GST) (Rupees Forty One Thousand Three Hundred Only) by way of demand draft drawn on any Scheduled Commercial Bank payable at Raipur in favour of the Managing Director, Chhattisgarh State Marketing Corporation Limited, Raipur.

**4.** A Pre-bid meeting of the interested parties shall be convened at 14.30 HRS on 22.02.2024 at 4th Floor, Aabkari Bhavan, Near Chokra Nala, Labhandih, Raipur, (C.G.) - 492001. During the course of Pre-bid meeting, the Bidders will be free to seek clarifications and make suggestions for consideration of the CSMCL. CSMCL shall endeavour to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent and competitive Bidding Process. The bidders shall submit their suggestions and required clarifications to CSMCL in writing.

  
**MANAGING DIRECTOR**  
**CSMCL, RAIPUR**

## SECTION- I

### "Terms & Conditions" for Entering Into Rate Contract For Registration And Supply Of IMFL/ FMFL/Beer To CSMCL, Raipur By FL10A And FL10B Licensees For The Year 2024-25

1. The offers should be sent in sealed covers with superscript "**Rate Offer for registration and supply of IMFL/FMFL/Beer in State of Chhattisgarh for FY 2024-25**" and addressed to the Managing Director, Chhattisgarh State Marketing Corporation Ltd., 4<sup>th</sup> Floor, Aabkari Bhavan, Labhandi, Chhokra Nala, Raipur 492001 so as to reach on or before 15.00 HRS on 15.03.2024.
2. **SUBMISSION OF RATE OFFER**
  - A. Rate Offer shall be accompanied by a demand draft of an amount of Rs. 1,18,000/- (Rs. 1,00,000 + 18% GST) (Rupees One Lakh Eighteen Thousand Only) as registration fees drawn in favour of Managing Director, Chhattisgarh State Marketing Corporation Ltd. payable at Raipur. It shall be applicable for new FL10 A/B licensee only. Those FL10 A/B licensees who are already registered with CSMCL are not required to pay the registration fee.
  - B. The bid/offer shall be submitted in spiralled booklet form only with proper indexing and page number. Failure to do so will led to automatic rejection of the bid/offer by Corporation.
  - C. The offers can only be submitted by the firms who have valid FL 10A and FL 10B license from the Department of Excise, Government of Chhattisgarh.
  - D. The rate offer consists of two sections and nine annexures which shall be submitted duly sealed and signed. All the above will form part and parcel of Agreement of the offer.
  - E. The application form should be as per format provided in **Annexure- 'A'**.
  - F. **Annexure 'D, E & F'** should also be submitted in USB Flash drive in a sealed cover.

### 3. LABEL DETAILS

**A.** The rate offer of only those labels IMFL/FMFL/Beer, which has been registered with the Excise Commissioner, Chhattisgarh can only be quoted. The rate of the labels once quoted and approved by the Corporation will not be permitted to be altered throughout the financial year 2024-25.

**B.** The following information is to be Bar-coded on the labels affixed to the bottles of liquor supplied to the Corporation:

- (i) Name of Country.
- (ii) Name of the Company.
- (iii) Name of the Brand/Label.
- (iv) Size of the Package.
- (v) Check Digit.
- (vi) Retail Selling Price.

The above information will be over and above the requirements stipulated in the State Excise label, which may be affixed on the bottles separately.

**C.** Retail Selling Price (RSP) should be printed on the labels of bottles supplied to the Corporation. The RSP will be fixed by the Government of Chhattisgarh.

**D.** The labels printed on the bottles, on the cartons should contain all information whether required mandatorily or otherwise and the particulars of the products printed on the outer cartons should be clear enough to identify the product and the batch number and manufacturing date of the product. Adequate white space should be created on both side of the packing carton for the printing of 1-D barcode.

**E.** The price quoted for each Label of IMFL/FMFL/Beer shall be per case basis for supply to warehouses of Chhattisgarh State Beverages Corporation Limited, (CSBCL) situated within the state of Chhattisgarh.

**F.** The IMFL manufactured in Chhattisgarh for sale in State of Chhattisgarh under minimum duty slab will be supplied as per sample design of glass bottle indicated in **Annexure-G**. The mono being used is a registered trade mark of CSMCL. Hence approval of CSMCL shall be necessary for the manufacture of bottles before manufacturing it.



**G.** The rates of the labels quoted for, shall be in the following pack sizes:-

**(i)** "A bottle of capacity of less than 191 millilitres but not less than 142 millilitres shall be classed as a nip bottle".

**(ii)** "A bottle of capacity of less than 383 millilitres but not less than 246 millilitres shall be classed as a pints bottle".

**(iii)** "A bottle of capacity of less than 767 millilitres but not less than 495 millilitres shall be classed as a quarts bottle".

**(iv)** "A bottle of capacity of 1000 millilitres but not less than 767 millilitres shall be classed as a Magnum bottle".

**(v)** For beer the maximum permitted pack size shall be bottles of 650 ml, 500 ml, 355 ml, 325 ml, 330 ml, and Cans of 325 ml, 330 ml and 500 ml only.

**4. LANDING PRICE :**

**A.** The FL10A licensee shall submit the rate offer of landing price of those manufacturers with whom they have entered into an agreement to supply their products which they want to sell in Chhattisgarh in the prescribed format (**Annexure 'F'**). FL10B can submit the rate offer directly.

**B.** One manufacturer or supplier can enter into agreement with only one FL10A licensee.

**C.** The FL10B licensee shall quote rate and will supply to CSMCL only those products which are bottled by them under FL9 license issued to them.

**D.** The FL10A and FL10B licensee shall quote the rates for such label(s) which are registered with the Excise Commissioner, Chhattisgarh.

**E.** The FL10A and FL10B licensee shall quote the Landing price for their products.

**F.** The rate of any new approved labels during the year shall be approved by the Corporation only on **quarterly basis**.

**G.** The licensee shall submit the original consent letter from all the concerned manufacturer or supplier on their letter heads.

**H. Landing Rate Analysis:**

- i.** The Landing price can be quoted by the FL10 A/FL10 B licensee for only those labels which are approved by Excise Commissioner, Chhattisgarh.
  - ii.** A Maximum variation of (+/-) 10% from the landing price prevailing in the last year 2023-24 shall be allowed.
  - iii.** The supplier shall provide the Ex. Distillery Price (EDP)/Ex. Factory Price (EFP) for their products quoted by them in States adjoining Chhattisgarh (**Annexure D**). The cost analysis sheet (**Annexure E**) of offered rates should be submitted along with the rate offer. The cost analysis should be approved by the Chartered Accountant/Cost Accountant on their letter head.
  - iv.** The rate quoted shall be the same, irrespective of the supply unit. No variation in rate shall be allowed on change of source.
  - v.** The decision of Managing Director for finalisation of landing rate will be final and binding on the FL10 A/ FL10 B licensee concerned.
- I.** The landing price quoted should be FOR (Freight on Receipt) CSBCL Godowns inclusive of all expenses. The FL10A/ FL10B licensee has to incur all the expenditure till the stock is delivered at the CSBCL Godowns situated at:
- i.** Siltara, Raipur (C.G.);
  - ii.** Sirgitti, Bilaspur (C.G.); and
  - iii.** Arasnara, Durg (C.G.).
- J.** In case the duty rates are increased or decreased by the Government, new landing prices would be calculated on the basis of new duty/fees, which shall be acceptable to the FL10A/ FL10B licensee. (No variation of landing price will be allowed)
- 5.** The rate offer documents and copy of conditions governing the offer shall be duly sealed and signed in original (on each page) by the FL10A/B licensee or by the power of attorney holder of the licensee and shall bear the seal of the unit. The name and address of the signatory should be clearly mentioned against each such signature. Resolution regarding

power of attorney holder, from the authorised body of the licensee is to be attached with the rate offer document.

6. Once the prices of any of the Label are accepted by the Corporation and the acceptance of the rates is communicated by the Corporation in writing to the FL10A/ FL10B licensee, it will constitute a rate contract. The FL10A/ FL10B licensee will be liable to supply as much quantity of each label of different pack sizes as and when ordered. In case of failure to do so the Corporation may take such action as it deems fit including recovery of any direct / indirect loss that may be suffered by the Corporation and the Corporation will have right to recover the loss through forfeiture of security deposit held with it or otherwise.
7. The quantity to be purchased shall depend upon the demand for the product.
8. **Negotiation on Rate Offered**
  - A. On receipt of the offers and their scrutiny by the Corporation, it shall be open to the corporation to enter in to negotiation with the FL10A/ FL10B licensee.
  - B. The Proprietor/Partner/Chief executive of the FL10A/B licensee shall represent the licensee at the time of negotiations.
9. Any offer which does not satisfy the condition or is received without true and correct information either in terms of documents or in the data sheet and schedules will be rejected.
10. The decision of the Managing Director of the Corporation shall be final with respect to the acceptance or rejection of any or all the offers without assigning any reason. The FL10A/ FL10B licensee will have the right to file representation against said rejection within 30 days from the date of intimation of rejection, before the Managing Director. Representation received after said period will not be entertained.
11. **Quality of liquor supplied**
  - A. The quality of IMFL/FMFL/Beer to be supplied should be of standards as fixed under Food Safety and Standards Authority of India (FSSAI) Act. Copy of license should be attached. It shall also confirm to the specifications in the Chhattisgarh Excise Act and Rules made thereunder in.

- B.** The chemical examination certificate and a certificate showing that ENA has been used in production should be sent to the Corporation against each dispatch of foreign liquor.
- C.** For IMFL such chemical examination certificate should be duly authenticated by the Chief Chemical Examiner/Authority recognized by the State Government and ENA certificate by the Chief Executive of the distillery authenticated by Excise Authority.
- D.** Chemical examination certificates of beer should be authenticated by the Chemist/Brew Master of the brewery duly authenticated by the Excise Authority of the brewery.
- E.** Those consignments which arrive without the specified chemical examination certificate shall not be accepted at the depot of the Chhattisgarh State Beverages Corporation Limited (CSBCL).
- F.** The Corporation also reserves the right to periodically subject the samples for chemical examination/verification of standards and the expenses incurred by the Corporation for such chemical examination/verification will have to be borne by the FL10A/ FL10B licensee.
- G.** Ensuring the quality of the products as per the standards and the quality specifications will be the absolute responsibility of the respective FL10A/ FL10B licensee.
- 12.** All the condition for supplies/payment or otherwise of IMFL/FMFL/BEER shall be in accordance with agreement of sale enclosed in **Annexure- C** of this document.
- 13.** Once offered Landing Price of a brand/Label is accepted by the Corporation, the FL10A/ FL10B licensee shall be liable to make uninterrupted supply of that brand/label as per stocking orders. If the FL10A/ FL10B licensee intends to discontinue supply of any approved brand/label, the same has to be intimated to the Corporation at least 60 days in advance. Any failure in this regard will entitle the Corporation to black list the FL10A/ FL10B licensee and forfeit the security deposit amount.





- 14.** In case the products purchased by CSMCL shops remain unsold for more than 180 days it will be declared as surplus. CSMCL will impose demurrage charge per bottle at RSP basis on FL10A/10B licensees.
- A.** In case of beer, on the date of expiry, the demurrage charge equivalent to the RSP shall be levied and the beer shall be destroyed by CSBCL/CSMCL through the process determined by Excise Department. The charge incurred by CSBCL/CSMCL will be recovered from the bills/Security deposit of the licensee concerned.
  - B.** For the products blended and bottled in India a demurrage charge @25% of RSP shall be charged per month after 180 days of its purchase.
  - C.** Demurrage charge shall not be leviable on the products Blended and Bottled outside India as well as Blended outside India but Bottled in India.
  - D.** At the end of the agreement period the entire demurrage charge levied/leviable shall be recovered from the bills/security deposit deposited by the licensee.
  - E.** Beer could be supplied from the CSBCL godowns to shops upto 30 days prior to expiry date. Stock remaining after expiry period at CSBCL godowns will be destroyed as per the process determined by Chhattisgarh State Beverages Corporation Limited, (CSBCL).
  - F.** The demurrage charge levied on spirit and malt in retail liquor shops will be chargeable to FL 10A/ FL 10B licensee. For Spirit and malt 25% of the applicable demurrage charge will be borne by the placement agency and rest 75% by FL 10A/ FL 10B licensee.
- 15.** The currency of the contract and the terms & conditions spelt out herein shall be subject to the Chhattisgarh Excise Laws/Custom Act (in case of FMFL) and any law in force and policies of the Union and State Government from time to time. Application of any new law/ taxes by Government shall be borne by the FL 10A/ FL 10B licensee.
- 16.** The difference of CVD for the closing stock at 31<sup>st</sup> March of the end of year shall be payable by the FL 10A/ FL 10B licensee.

17. In case of indented stock not being fit for issue to the shops and the loss of duty condition arises, then the loss of duty shall be charged from the FL 10A/ FL 10B licensee.
18. Termination of the Contract shall be governed in accordance with condition stipulated in the Agreement of Sale enclosed in Annexure- "C" of the document.
19. The FL10A and FL10B licensees will have to assess the requirements of products of manufacturers and accordingly have to demand space in warehouses of Chhattisgarh State Beverages Corporation Limited (CSBCL) through CSMCL. The CSBCL after assessing their requirements will allot space to the FL10A and FL10B licensee and the FL10A and FL10B licensee has to pay warehouse advance rental at the rate fixed by CSBCL.

  
**MANAGING DIRECTOR**  
**CSMCL, RAIPUR**

**SECTION II**  
**GENERAL INSTRUCTIONS FOR FILLING AND SUBMISSION OF RATE**  
**OFFER**

1. All pages of documents submitted in the offer documents should be duly sealed and signed by the authorized signatory of the FL10A/10B licensee.
2. The Application Form should be typed in duplicate on the letter head of the FL10A/10B licensee.
3. For the Financial year i.e. 2024-25, security deposit is Rs. 50,000/- per label. A demand draft drawn in favour of Chhattisgarh State Marketing Corporation Ltd. payable at Raipur (Chhattisgarh) towards security deposit should be enclosed.
4. Attach enclosure wherever found necessary.
5. The offer documents indicated (1) (2) and Demand Draft as per (3) above should be submitted in sealed envelope cover super scribed "**Rate Offer for registration and supply of IMFL/FMFL/Beer in State of Chhattisgarh for FY 2024-25**" and addressed to the Managing Director, Chhattisgarh State Marketing Corporation, 4<sup>th</sup> Floor, Aabkari Bhavan, Labhandih, Chokra Nala, Raipur 492001 up to **15.00 HRS on 15.03.2024**. The envelope should contain all annexures and sections.
6. Late and unsealed offers will not be accepted under any circumstance.
7. All details sought should be given in prescribed format only. Where ever it is specifically stated to keep enclosures, the same has to be separately attached.
8. All the columns should be filled. No column should be left blank.
9. The application form is to be filled in duplicate and both the copies should be authenticated by the authorized signatory (duly sealed and signed on each page).
10. Only offers submitted by the Authorized signatory of FL10A/ FL10B licensee or its power of attorney holder would be accepted.
11. In case the offer is submitted by the power of Attorney Holder, the original power of Attorney should be enclosed along with the offer.
12. Incomplete application will be rejected.

**ANNEXURE-A**  
**APPLICATION FORM**

(To be typed on Letter Head of the Licensee in duplicate)

S. No.	Specifications	Details
1.	Name, address, Telephone, e-Mail., etc. of the firm having FL10A/ FL10B license.	
2.	Address for correspondence, Telephone, e-Mail, etc. of the Manufacturing Distillery/ Brewery / Bottling Unit registered under FL10A/ FL10B licensee along with the copy of resolution between Manufacturer and FL 10A.	
3.	Name, Address and Telephone, e-Mail of the Managing Director / Chief Executive of the Company / Firm of the owners of the Unit.	
4.	Name, Address and Telephone, e-Mail of the Executive of the FL10A/ FL10B licensee authorized to interact with the Corporation.	
5.	Name, Address and Telephone, e-Mail of the Board of Directors/ Partners / Trustees of Company/Firm/ Society of FL10A/ FL10B licensee company.	
6.	Permanent Account Number (Attach Copy)	
7.	GST Number (Attach Copy)	
8.	FSSAI License number along with copy of the manufacturers.	
9.	FSSAI License copy of FL10A/FL10B Licensee.	

I declare that the information furnished above are true and correct.

**Signature of Authorized Signatory**

**Place :**

**Date :**

**Seal**

**Name :**

**Designation :**

**Address :**



## **ANNEXURE-B**

### **CHECK LIST AND LIST OF DOCUMENTS REQUIRED**

This checklist contains certain important parameters only so as to facilitate the bidder to make sure that the necessary data/information is provided. This, however, doesn't relieve the bidder of his/her responsibility to make sure that his/her offer is otherwise complete in all respect as per this rate offer document.

1. Rate Offer Document Duly Sealed and Signed.
2. Copy of valid legal registration of the firm as applicable. (Certificate of Incorporation/Partnership/Proprietorship)
3. Copy of valid FL 10A/B License of FY 2024-25.
4. Copy of valid address proof of FL 10A/B Licensee as per Annexure A.
5. Copy of PAN Card.
6. Copy of GST Registration Certificate.
7. Copy of valid FSSAI License as per Annexure A.
8. Copy of valid FL 9/9A License as applicable.
9. Copy of valid label registration as approved by the Office of Excise Commissioner, Chhattisgarh.
10. Original Consent Letter from manufacturers/suppliers issued in favour of FL10A Licensee.
11. Original Power of Attorney in favour of authorized signatory.
12. Duly filled, sealed and signed Annexure A along with necessary enclosures.
13. Duly filled, sealed and signed Annexures D, E & F in hard copy as well as in USB Flash drive in excel format.
14. Sealed and Signed Agreement as per Annexure C.
15. Sealed and Signed Pre Contract Integrity Pact as per Annexure I.



**ANNEXURE- C**

---

**AGREEMENT FOR SALE OF FOREIGN LIQUOR**

---

This Agreement for Sale of Foreign Liquor (herein after referred to as "the Agreement") made and entered into this ----- day of **20**-----  
-----.

**BETWEEN**

The **CHHATTISGARH STATE MARKETING CORPORATION LIMITED**, hereinafter referred to as "**CSMCL**" a company registered under the Companies Act, 2013 and having its registered office 4th Floor, Aabkari Bhavan, Labhandi, Chokra Nala Raipur 492001 Chhattisgarh (hereinafter referred to as "the Purchaser") which expression shall, unless it is repugnant to the context or meaning thereof, be deemed to mean and include its successors and assigns, of the First Part,

**AND**

\_\_\_\_\_ having its office at \_\_\_\_\_ (herein after referred to as "the Seller") which expression shall, unless it is repugnant to the context or meaning thereof, be deemed to mean and include it successors and assigns, of Second Part.

The Purchaser and the Seller are hereinafter jointly referred to as "the Parties" and individually as "the Party".

**WHEREAS**

- A.** The Purchaser is a State Government Company incorporated with a view to control and operate the trade of liquor so as to make available foreign liquor of good quality at fair prices within the State.
- B.** And that in view of the decision of the Government of Chhattisgarh and pursuant to the objects in its Memorandum of Association, the Purchaser is engaged in procuring Foreign Liquor for sale within the State of Chhattisgarh.

- C. And that the Parties have agreed to enter into this Agreement for Sale and to lay down the obligations and responsibilities of the Seller in relation to the sale here to, set out here under the terms of the Agreement and both shall sincerely abide by the terms of this Agreement.

**NOW THEREFORE, IT IS AGREED BETWEEN THE PARTIES AS FOLLOWS:-**

1. **DEFINITIONS:** In this Agreement, unless the context otherwise requires, the following words and expressions shall have the same meaning as assigned to them hereunder;
  - 1.1 **'Agreement'** means this Agreement for Sale entered into between the Purchaser and the Seller for the sale of Foreign Liquor;
  - 1.2 **'Labels'** means the different types of Whisky, Brandy, Rum, Gin, Vodka, Wine and Beer manufactured by the Seller and now in different names in the market and approved by the Excise Commissioner, State of Chhattisgarh;
  - 1.3 **'Case'** means 6,9,12 Nos. of 1000 ml, 3,6,12 Nos. of 750 ml, 6,12 Nos. of 700 ml, 12 Nos. of 500ml, 24 Nos. of 375 ml, 24 Nos. of 330 ml, 24 Nos. of 275 ml and 48 Nos. of 180 ml of Sprit.

And

12 Nos, 20nos, of 650ml, 24Nos. of 325/330/355ml /500ml/325ml\_can, 330ml\_can, 500ml\_can of malt.
  - 1.4 **'Delivery'** means the delivery of stock made by the FL10A/ FL10B licensee at the depots of CSBCL;
  - 1.5 **'Destination'** shall mean the depot of the Chhattisgarh State Beverages Corporation Limited now hereby referred as "CSBCL" where the stock are to be supplied or other location within the State of Chhattisgarh, as may be specified in the Purchase Order for the supply of the Stock;
  - 1.6 **'Offer Price'** means the price quoted by the FL10A/ FL10B licensee for the sale of the stock in terms of the rate offer invited by the Purchaser and includes all expenses of manufacture, packaging, freight, insurance and taxes whatsoever.

**1.7 'Stocking Order'** means the order for supply of Stock drawn by the Purchaser i.e. CSMCL on FL10A/ FL10B licensee for the supply of the stock to CSBCL warehouse;

**1.8 'Stock'** means the stock of foreign liquor stored by the FL10A/ FL10B licensee in the godowns under this agreement.

**1.9 'CSMCL'/'Corporation'** means Chhattisgarh State Marketing Corporation Ltd.

**2. CONDITIONS FOR PURCHASE BY THE PURCHASER:**

The following shall be the conditions for the purchase of foreign liquor under this Agreement.

**2.1. Price applicable for supply**

**A.** The purchase shall be made upon the Price fixed by the Purchaser and agreed to by the FL10A/FL10B licensee. No deviation from the Price would be permitted during the currency of this Agreement. The condition will be governed by fall clause as mentioned in Clause 8.1 of the Pre-Contract Integrity Pact.

**B.** The Price fixed under this Agreement shall be on F.O.R. destination basis and shall be deemed to be inclusive of all expenses of the FL10A/ FL10B licensee, packing and forwarding charges, freight, insurance, taxes what so ever.

**C.** The FL10A/ FL10B licensee shall incur all the expenditure incurred for the delivery of the Stock at the destination. These expenses shall include the unloading charges of the Stock at the destination.

**D.** The Price determined under this Agreement shall be applied uniformly irrespective of the location of the destination within the State of Chhattisgarh.

**E.** The determination of the Price for the purposes of this Agreement shall be only for the licensees and manufacturers registered with the licensees and for which the labels are approved by the Excise Commissioner of Chhattisgarh as on the date of presentation of rate offers.



**F.** The Stock shall be dispatched to CSBCL warehouse by the manufacturer licensee under valid import pass (In case of interstate transaction) and transport permit issued in the name of the manufacturer by the competent authority.

**G.** In case where the manufacturer licensee is located outside the territorial limits of the State of Chhattisgarh, the manufacturer licensee registered with FL10A licensee shall be liable for the payment of statutory levies and taxes to the Government of Chhattisgarh on the import of foreign liquor in the State, at the prevailing rates.

## **2.2. Security Deposit**

The FL10A/ FL10B licensee has to submit security deposit for each label and security deposit shall be Rs. 50,000/- per label, which shall be paid by valid bank draft from any scheduled commercial bank. Drawn in favour of Managing Director, Chhattisgarh State Marketing Corporation Limited Security deposit shall not be accepted in any other form. If demanded, the above amount shall be refundable only after completion of all the auditing of the concerned year.

## **2.3. Packing of Stock**

**A.** The Seller shall ensure that the Stock supplied is adequately and properly packed to prevent any loss, damage or deterioration of the contents during transit.

**B.** All damages and breakage of the Stock supplied to the Purchaser on account of defective and improper packing or on account of any manufacturing defect in the contents shall be to the account of the Seller.

## **2.4. Supply**

**A.** The FL10A/ FL10B licensee shall affix at his/its own cost, hologram stickers as prescribed by the Excise Commissioner, Chhattisgarh, Raipur on each bottle of IMFL/FMFL/Beer. The hologram stickers are to be supplied by the Office of Excise Commissioner, Raipur at the rate fixed by the Excise Commissioner.

**B.** The IMFL which is manufactured in Chhattisgarh and falling in lowest duty slab which has maximum sale will be supplied in bottles prescribed in **Annexure -G.**

**C.** The Corporation shall issue Stocking order for supplies based on the stock requirements considering the quantity held and the monthly sales trend of the stock.

#### **2.5. Dispatch Advice**

It shall be the obligation of the Seller to communicate the following particulars to the designated depot within 24 hours from the date of dispatch of the Stock:

- A.** Stocking Order No. and Date.
- B.** No. of Cases dispatched and mode of dispatch.
- C.** Other relevant particulars necessary to ensure delivery of Stock at the designation.
- D.** Fill all required details of dispatch note online in **CSBCL Portal (<https://csbc.cg.nic.in>)**, and then only the consignment vehicle will be received and will get unloaded.

The seller shall Attach the dispatch note as mentioned in (D) above, along with the invoice.

#### **2.6 Delivery Schedule**

- A.** The FL10A/ FL10B licensee shall be responsible to ensure that the supply of the Stock is made as per the delivery schedule indicated in the Stocking Order placed for the supply.
- B.** The Stock should be delivered during the working hours of the day and on working days only, at the specified destination.
- C.** In case, the address of the destination specified in the Stocking Order is changed, the same shall be informed to the FL10A/ FL10B licensee. The FL10A/ FL10B licensee shall be responsible to deliver the Stock at such changed destination and will make internal arrangement with the manufacturer/FL10A/FL10B licensee registered under it. The Purchaser shall not be responsible for payment of any expenditure incurred by the FL10A/FL10B licensee or to manufacturer/ FL10A/ FL10B licensee registered under it on

account of this subsequent change of destination by the Purchaser.

**D.** The FL10A/ FL10B licensee shall also ensure the following at his/her risk and responsibility:

**(i)** That the consignment travels exactly along the route prescribed in the Import Permit/Transport Permit by Excise Department and that there is no deviation there from.

**(ii)** That in the event the FL10A/ FL10B licensee is unable to dispatch the Stock sufficiently in advance of expiry of the Import Permit/Transport Permit, he/she shall report the matter to the Managing Director/General Manager of the Purchaser so as to reach him/her at least one day before the expiry of the Import Permit/Transport Permit along with the permit in original and Certificate of non-utilization issued by the Excise Supervisory Officer in charge of the Distillery/Brewery/Manufactory of the FL10A/ FL10B licensee explaining the reasons for such delay. The FL10A/ FL10B licensee may thereupon seek extension of validity of the Permit as may be required depending upon the circumstances of the case. Request for extension of the permits received later than the period specified above shall be rejected summarily.

**(iii)** Prescribed NOC should be obtained from the concerned districts for transfer of liquor stock from manufacturing location to CSBCL depot.

**(iv)** That all laws, Rules, Regulations and instructions including in particular the provisions of Chhattisgarh Excise Act, 1915 and Rules made there under are complied with. The Seller shall indemnify the Purchaser against any eventuality of any expenditure incurred by the Purchaser on account of any violation of laws, rules & regulations and instructions or accident caused to the Stock in transit.

**(v)** That all adequate arrangements have been made for transport and delivery of consignment at the specified destination.

**(vi)** That in case of any accidents in route, the FL10A/FL10B licensee shall:

(a) Immediately lodge a complaint before the Police Station and inform the excise office having the jurisdiction;

(b) Inform the Purchaser and the destination specified for delivery about the accident, without any delay, through the quickest mode of communication; and

(c) Procure all relevant documents for the proof of the accident in case of revalidation permits or any other legal formalities have to be complied with.

**2.7. Quality & Condition of Stock**

- A.** Beer/Breezer/RTD/Low Alcoholic Beverages, when supplied shall be within 60 days of manufacture.
- B.** FMFL/IMFL shall be supplied in clean pasteurized glass bottles only.
- C.** Beer shall be supplied in clean pasteurized glass bottles or Cans only.
- D.** FMFL/IMFL/Beer shall be clear and free from sediments and other particles.
- E.** The FMFL/IMFL/Beer shall be free from harmful ingredients.
- F.** The FMFL/IMFL/Beer shall be free of added colouring material except caramel.
- G.** Rum without colouring material shall be called White Rum.
- H.** Gin shall be clear and free from added colour and shall not develop any turgidity on being diluted with water.
- I.** All kinds of FMFL/IMFL/Beer shall possess their characteristic aroma, flavour and taste.
- J.** Rum and Whiskies, when labelled as "Matured" shall be blend of spirits matured for not less than 6 months in suitable containers.
- K.** Beer/Breezer/RTD/Low Alcoholic Beverages will only be issued to retailer's upto 30 days prior to its expiry date.

- L.** The Supply of FMFL/IMFL/Beer shall be done through “Track & Trace” System.
- M.** The FL10A/ FL10B licensee shall supply its product in sealed containers with digital locks having “GPS tracker device.” The technical specification will be as prescribed by CSMCL and as specified in **Annexure H** of the rate offer.

**2.8. PASTEURIZATION.**

- A.** Bottled or canned Beer shall be effectively pasteurized.
- B.** The quality of the FMFL/IMFL/Beer shall not fall below the standards specified by the Bureau of Indian Standards, Government of India and under FSSAI guidelines.
- C.** The Chemical Examination Certificate shall always be sent to the Corporation with dispatch of each batch and consignment. Such Chemical Examination Certificate shall be duly authenticated by Examiner/Authority recognized in the State of Chhattisgarh.
- D.** The Corporation reserves the right of periodical chemical examination for verification of standards. If it is found during such examination that the stock supplied do not conform to the prescribed standard, the Corporation will not be liable to make any payment to the FL10A/FL10B licensee in respect of such stocks.
- E.** Further, the FL10A/ FL10B licensee shall comply with the orders passed by the competent authority in respect of supply, which are found to be below prescribed standard.
- F.** The FL10A/FL10B licensee shall indemnify the Corporation for all losses or damages sustained by the Corporation for the FMFL/IMFL/Beer not conforming to the standards under the laws of Chhattisgarh Excise Act, 1915.
- G.** The Corporation reserves the right not to place any stocking order with such FL10A/ FL10B licensee.
- H.** Corporation holds the Rights to test the quality of FMFL/IMFL/Beer in its laboratory or any approved laboratory.



**3. FORMAT FOR CHEMICAL ANALYSIS REPORT**

**3.1 SPIRITS (WHISKY/BRANDY/RUM/ GIN/ VODKA /WINE)**

**COMPANY NAME & COMPANY ADDRESS (FL 9/9A)**

**DATE:-**

**CHEMICAL ANALYSIS REPORT**

Brand Name ..... Sample/ Size .....  
Batch No..... Date.....  
Vat No ..... Date Of Sample Drawn .....  
Analysis Date .....

**LAB Analysis Report:**

S.No.	Characteristics	Result Observed in Sample
1	General Property	
2	Base Of Liquor - ENA/ RS.	
3	Ethyl Alcohol Content % v/v	
4	Volatile Acids as Acetic Acid (gms/100 lts. of Absolute alcohol Max)	
5	Higher Alcohol as Amyl Alcohol (gms/100 lts. Of Absolute Alcohol Max)	
6	Esters as Ethyl Acetate (gms/100 lts. Of Absolute Alcohol Min)	
7	Aldehydes as Acetaldehyde (gms/100 lts. of absolute alcohol Max)	
8	Methyl Alcohol	

**Remarks:-**

1. The Sample of \_\_\_\_\_ analyzed Complies with IS: \_\_\_\_\_
2. It is certified that the sample of \_\_\_\_\_ is fit for human consumption.

**Officer-in-Charge**

**Chief  
Chemist/Chemist**



**3.2 MALT (Beer)**

**COMPANY NAME & COMPANY ADDRESS (FL 9/9A)**

**DATE:-**

**CHEMICAL ANALYSIS REPORT**

Brand Name ..... Sample/ Size .....

Batch No..... Date.....

**LAB Analysis Report:**

<b>S.No.</b>	<b>Characteristics</b>	<b>Result Observed in Sample</b>
1	Brand Name	
2	Base of Beer	
3	Batch No	
4	Date of sample Drawn	
5	Analysis Date	
6	Alcohol Strength % (v/v)	
7	ph	
8	percentage of CO2	

**The Above Beer is fit for Human consumption**

**Officer-in-Charge**

**Chief  
Chemist/Chemist**



- 4. TERMS OF PAYMENT:** The terms for making payment for the foreign liquor purchased in terms of the Agreement shall be as follows:
- 4.1** The Corporation shall pay the FL10A/ FL10B licensee only for the stock lifted for retail shops. Payments will be calculated on the stock sold in every 10 days. The FL10A/ FL10B licensee shall raise bills after 10th, 20th and last day of the month which will be payable by CSMCL respectively by 20th of the month, last day of the month and 10th day of the next month respectively.
- 4.2.** The FL10A Licensee shall pay to its manufactures/suppliers within 3 days from release of payment by CSMCL. In the event the FL10A Licensee fails to pay its manufactures/suppliers within the prescribed time, the failure will be treated as violation of rate offer and the FL10A Licensee will be blacklisted by CSMCL.
- 4.3.** In event of blacklisting of FL10A Licensee, the Managing Director, CSMCL will have power and discretion to attach their respective manufacturers/suppliers with other FL10A Licensee with the consent and approval of Excise Commissioner, Chhattisgarh.
- 4.4.** Stock stored in warehouse of CSBCL shall not be eligible for any payment.
- 4.5.** If any dispute between FL10A licensee and manufacturer /supplier comes to the notice of CSMCL, the Managing Director CSMCL reserves the right to suspend all transactions with that FL10A licensee.

**5. OTHER CONDITIONS FOR PURCHASE**

The following conditions shall also constitute the obligations of the Seller:

- 5.1** The FL10A/ FL10B licensee shall raise the invoices for the Stock strictly as per the description of the Stock lifted and the invoices shall only bear the consolidated rate mentioned in the Purchase Order without any breakup.
- 5.2** The FL10A/FL10B licensee should abide by the provisions of Chhattisgarh Excise Act. 1915 and rules made there under in force from time to time and any other relevant enactment like the Standards of Weights & Measures Act. 1976/Standard Weights and Measures (Enforcement) Act, 1985/Legal Metrology Act, 2009 and



Packed Commodities Rules, 1977, etc. The FL10A/ FL10B licensee is solely and individually responsible for all the consequences arising out of the violations in this regard.

**5.3** Any legal complications arising out of the failure to comply with various rules/laws shall be the sole responsibility of the FL10A/FL10B licensee. Any losses/damages suffered by the Corporation due to the lapse on the part of the FL10A/ FL10B licensee for not complying with any of the rules/laws will be indemnified by the FL10A/ FL10B licensee to the Corporation.

**5.4** Any losses/damages suffered by the Purchaser due to any lapse or violation on the part of the FL10A/ FL10B licensee shall be indemnified by the FL10A/ FL10B licensee.

**6. MISCELLANEOUS PROVISIONS**

The following provisions shall also constitute the part of this Agreement:

**6.1. Currency of Agreement**

This Agreement comes into force with immediate effect and shall remain valid till 31<sup>st</sup> March, 2025.

**6.2. Forum for legal proceedings**

The parties herein agree to submit all claims, disputes or differences whatsoever, which may at any time hereafter arise between the parties hereto concerning this Agreement or its construction or effect or as to the rights, duties, obligations or liabilities of the parties hereto or either of them under or by virtue of or in connection with this Agreement or any document executed or security created pursuant hereto or otherwise as to any other matter in any way connected with or arising out of or in relation to the subject matter of this Agreement to the exclusive jurisdiction of the courts at Raipur.

**6.3. Inspection**

The purchaser or his/her authorized representative shall have right to inspect, test and expedite supply or get inspected, tested and expedite the supply of goods at the works of the FL10A/ FL10B licensee or at any other place as decided by the Corporation.



**6.4 Pre-Contract Integrity Pact**

FL10A/ FL10B licensee will also sign the Integrity pact as Annexed in **Annexure – I** of the Rate offer.

**6.5 Annexure and Sections**

All annexures and sections of the rate offer will be part and parcel of this agreement which consist of:

Section I: Terms and Conditions

Section II: General Instructions

Annexure A: Application Form

Annexure B: Check List

Annexure C: Agreement

Annexure D: Declaration for EDP/EFP for Adjoining State

Annexure E: Cost Sheet

Annexure F: Landing Price

Annexure G: Sample Bottle Specification

Annexure H: Specification of DIGI Lock

Annexure I: Pre-Contract Integrity Pact

**(Authorized Signatory)**

**On behalf of**

**Manufacture / FL10A/ FL10B  
Licensee (Seller)**

**(Authorized Signatory)**

**On behalf of**

**Chhattisgarh State Marketing  
Corporation Ltd. Raipur (Purchaser)**

**Witnesses:-**

(1) \_\_\_\_\_ ( )

(2) \_\_\_\_\_ ( )

**(Please sign at the place specified)**



**ANNEXURE- D**

**DECLARATION OF DISTILLERY/BREWRY/WINERY/BOTTLING  
PLANT FOR EDP/EFP OF ADJOINING STATES**

**(Separate Declaration for Each Brand)**

1. I -----S/o/D/o of Shri----- Aged----- year resident of-----the Managing Director /Secretary/ Proprietor/Partner of M/S ----- (Name of distillery/winery /brewery/bottling plant and its address) solemnly affirm and declare that the following brand of IMFL/FMFL/Beer is marketed at the following

**Ex. Distillery Price (EDP)/Ex. Factory Price (EFP):**

**A. Name of the Brand /Label -----**

**(Separate para/chart for each brand)**

**B. Registered with the Excise Commissioner, Chhattisgarh.**

Brand/Label No./-----		Date -----		
Ex. Distillery Price (EDP)/Ex. Factory Price (EFP) for the adjoining State during current year				
S No.	Name of State	Year 2024-25		
		PACK SIZE*		
1	Andhra Pradesh			
2	Chhattisgarh			
3	Jharkhand			
4	Madhya Pradesh			
5	Maharashtra			
6	Odisha			
7	Uttar Pradesh			
8	Telangana			

\* **Ex. Distillery Price (EDP)/Ex. Factory Price (EFP) of all pack size to be quoted separately.**

\*\* **In Case the brand is not being sold in any State /UT, please mentioned "not offered" (Complete details of supplies made to all state should be indicated)**

\*\*\* **The above Annexure should also be submitted in USB Flash drive in Excel Sheet and Fill all detail of online CSBCL Portal (<https://csbc.cg.nic.in>),**

**(Authorized Signatory)  
On behalf of  
Manufacture/Supplier (Seller)**



**ANNEXURE-E**

**COST SHEET OF LIQUOR BRANDS**

**Part-A**

**In Cases of supplies from Manufacturers with in State**

- 1/ Name of brand :- .....
- 2/ Name Of The Bottling Plant :-----
- 3/ Registered with the Excise Commissioner, Chhattisgarh

Brand/Label No./-----	Date -----			
Particulars	Within State			
	Pack Size *			
<b>Ex. Distillery Price (EDP)*</b>				
<b>Add:</b>				
Franchisee Fees (inclusive of GST, if applicable)				
Bottling Fees (inclusive of GST, if applicable)				
Freight Charges				
Loading and Unloading expenses				
Transit Insurance				
Any other taxes/ duties (if applicable)** which is not covered above (with details)				
<b>Landing Price without Excise Duty(A)</b>				
<b>Excise Duty on (A)</b>				
<b>Landing Price to Corporation for FY 2024-25</b>				

- \* EDP/ EFP of all pack size to be quoted separately.
- \*\* Please submit the relevant documentary proof of any taxes/duties/fees included in cost sheet above.
- \*\*\* The above Annexure should also be submitted in USB Flash drive in Excel Sheet.
- \*\*\*\* The cost sheet of each label has to be duly attested by the cost Accountant/Chartered Accountant, specifying that the expenses quoted in the cost sheet are correct and reasonable.

(Authorized Signatory)  
On behalf of  
Manufacture / Supplier (Seller)

**//DECLARATION//**

The expenses quoted in the above cost – sheet are correct and reasonable.

(Cost Accountant/Chartered  
Accountant)  
Registration no.:-  
Name of firm & Correspondence  
Address:-



**Part-B**

**In Cases of supplies from Manufacturers Outside the State**

- 1/ Name of brand :- .....
- 2/ Name Of The Bottling Plant :-----
- 3/ Registered with the Excise Commissioner, Chhattisgarh

Brand/Label No./-----	Date -----			
Particulars	Outside State			
	Pack Size *			
<b>Ex. Distillery Price (EDP)*</b>				
<b>Add:</b>				
Export Fees (inclusive of GST, if applicable)				
Import Fees (inclusive GST, if applicable)				
Franchisee Fees (inclusive of GST, if applicable)				
Bottling Fees (inclusive of GST, if applicable)				
Freight Charges				
Loading and Unloading expenses				
Transit Insurance				
Any other taxes/ duties (if applicable) which is not covered above (Central/ State with details)**				
<b>Landing Price without CVD (A)</b>				
<b>Countervailing Duty (CVD) on (A)</b>				
<b>Landing Price to Corporation for FY 2024-25</b>				

- \* EDP/EDP of all pack size to be quoted separately.
- \*\* Please submit the relevant documentary proof of any taxes/duties/fees included in cost sheet above.
- \*\*\* The above Annexure should also be submitted in USB Flash drive in Excel Sheet.
- \*\*\*\* The cost sheet of each label has to be duly attested by the cost Accountant/Chartered Accountant, specifying that the expenses quoted in the cost sheet are correct and reasonable

(Authorized Signatory)  
On behalf of  
Manufacture / Supplier (Seller)

**//DECLARATION//**

The expenses quoted in the above cost – sheet are correct and reasonable.

(Cost Accountant/Chartered Accountant)  
Registration no.:-  
Name of firm & Correspondence Address:-



**Part-C**

**In Cases of supplies Imported from outside country after payment of custom duty/duty fees**

- 1/ Name of brand :- .....
- 2/ Name Of The Bottling Plant :-----
- 3/ Registered with the Excise Commissioner, Chhattisgarh

Brand/Label No./-----	Date -----			
Particulars	Outside Country			
	Pack Size *			
<b>Import Price</b>				
<b>Add:</b>				
Custom Duty				
Any other taxes/ duties / expenses not covered elsewhere				
<b>Ex. Distillery Price (EDP)*</b>				
<b>Add:</b>				
Export Fees (inclusive of GST, if applicable)				
Import Fees (inclusive GST, if applicable)				
Franchisee Fees (inclusive of GST, if applicable)				
Bottling Fees (inclusive of GST, if applicable)				
Freight Charges				
Loading and Unloading exp				
Transit Insurance				
Any other taxes/ duties (if applicable) which is not covered above (central/ State with details)**				
<b>Landing Price without CVD (A)</b>				
<b>Countervailing Duty (CVD) on (A)</b>				
<b>Landing Price to Corporation for FY 2024-25</b>				

- \* EDP of all pack size to be quoted separately.
- \*\* Please submit the relevant documentary proof of any taxes/duties/fees Included in cost sheet above
- \*\*\* The above Annexure should also be submitted in USB Flash drive in Excel Sheet.
- \*\*\*\* The cost sheet of each label has to be duly attested by the cost Accountant/Chartered Accountant, specifying that the expenses quoted in the cost sheet are correct and reasonable.

(Authorized Signatory)  
On behalf of  
Manufacturer/ Supplier (Seller)

//DECLARATION//

The expenses quoted in the above cost-sheet are correct and reasonable.

(Cost Accountant/Chartered Accountant)

Registration no.:-  
Name of firm & Correspondence Address:-

**ANNEXURE-F**

**RATE OFFER OF LIQUOR LABELS**

**FOR (Freight on Receipt) rates for Brand/labels to be supplied to CSMCL  
NAME OF THE FL10 (A/ B) LICENSEE:**

**NAME OF THE COMPANY/SUPPLIER:**

**NAME OF THE BOTTLING PLANT:**

**LANDING PRICES TO CSMCL FOR 2024-25**

Final Purchase Price of CSMCL year 2024-25
CSBCL Godown Rental
Total Landing Price
Ant of Excise Duty/ CVD ***
Landing price for year 2024-25( without Excise Duty Countervailing Duty (CVD))
Whether the product was approved by CSMCL in the previous year 23-24. (Yes/No .)
Whether the label has been registered with Excise Commissioner, Chhattisgarh Yes/No. If so furnish Registrarion. No.
Whether the product was approved by any other FL10A in the previous financial year 2023-2024& if so specify the name of the FL10A and attached NOC from that FL10A
QTY in PL/BL in one case
No. of bottles
Pack Size
Expiration Period in Days (If Applicable)**
Glass/Can
Sub Category (Spirit/Malt/Breezer/Ready to Drink(RTD)/Low Alcoholic Beverages)
Category (IMFL/FMFL/MALF/ MALT BIO/FMFL
Label Name
Strong/Lager(Only for Beer/Malt)
Brand Name

**\* Category:-**

- **IMFL:-** Indian Made Foreign Liquor which is Blended and Bottled in India.
- **FMFL:-** Foreign Made Foreign Liquor which is Blended outside India but Bottled in India.
- **FMFL BIO:-** Foreign Made Foreign Liquor which is Blended and Bottled outside India.
- **MALT:-**Beer Bottled in India.
- **MALT BIO:-**Beer Bottled outside India.

**\*\* Only for Beer and Breezer/Ready to Drink (RTD)/Low Alcoholic Beverages**

**\*\*\*Excise Duty/ Countervailing Duty (CVD) as applicable.**

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

**Signature of Authorized Signatory**

**Place :**

**Name :**

**Date :**

**Seal**

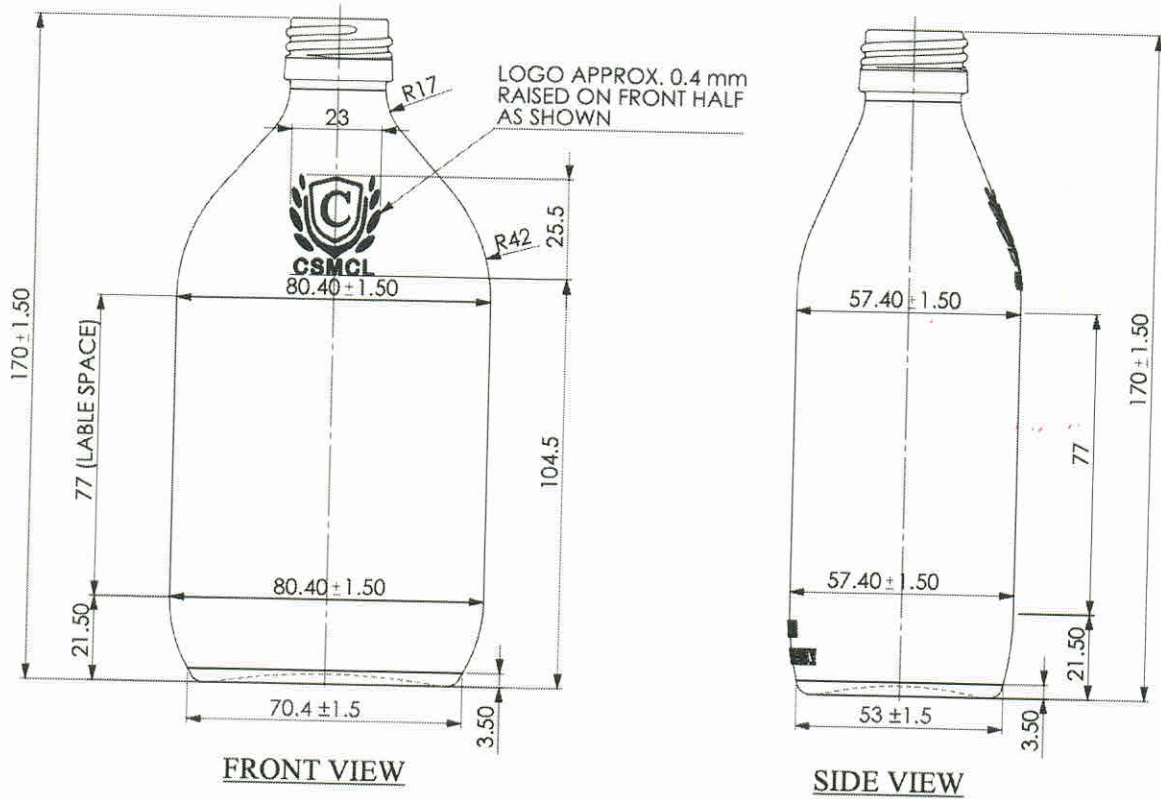
**Designation :**

**Address :**



## ANNEXURE-G

### Sample Bottle Specification For Supply Of IMFL Manufactured In Chhattisgarh For Sale In Chhattisgarh Under Fixed Minimum Duty Slab



*[Handwritten signature]*



## ANNEXURE -H

### SPECIFICATION OF DIGI LOCK

S. No.	FEATURE	Specification
1	GPS Module	Ublox
2	Frequency Band	900/1800/900 Mhz
3	In-Build Battery	15000 mAh
4	Transmission mode	TCP
5	Vibration detecting	Built in 3G Sensor
6	Lock Status	Real time monitoring
7	Unlock	RFID/ Remote password
8	Wake up mode	Call/ SMS/ Swiping card/ Vibration/E-Rope cut off
9	Antenna - GPS	Internal
10	Antenna - GSM	Internal
11	Protection Grade	IP67
12	Working Temperature	-20 to +60 °C
13	Storage temperature	-40 to +80 °C
14	Relative humidity	5% - 99%
15	Average standby current	Less than 0.1 mA
16	Average working current	Less than 90 mA
17	Virtual Odometer	GPS Based
18	Data Logging	Supported
19	Smart Algorithm of Data Acquisition	Time, Distance and Angle
20	SMS Configurable	Supported

**This device can be unlocked by using RFID cards or SMS commands. The software application embedded in the device should be seamlessly integrable into existing Chhattisgarh Excise PSIM.**



## ANNEXURE I

### PRE-CONTRACT INTEGRITY PACT

**(To be submitted on non-Judicial Stamp Paper of value in accordance with provisions of Stamp Act)**

#### **1. GENERAL**

**1.1.** This pre-contract Agreement (herein after called the Integrity Pact) is made on .....day of the month ..... 20..... between, CSMCL acting through Shri/Sushri..... (Designation of the Officer, CSMCL) (hereinafter called the "PURCHASER", 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/Sushri .....Chief Executive Officer (hereinafter called the "SELLER/Seller", which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) and the Second Party, is willing to offer/ has offered.

**1.2.** WHEREAS the SELLER is a Private Company/Public Company/ Government Undertaking/ Partnership/Registered Export Agency, constituted in accordance with the relevant law in the matter and the PURCHASER is a Corporation of the Government, performing its function on behalf of the Government of Chhattisgarh.

#### **2. OBJECTIVES**

NOW, THEREFORE, the PURCHASER and the SELLER 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 PURCHASER 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 PURCHASERS 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 PURCHASER will commit to prevent corruption, in any form, by its official by following transparent procedures.

### **3. COMMITMENTS OF THE PURCHASER**

The PURCHASER commits itself to the following: -

**3.1.** The PURCHASER undertakes that no official of the PURCHASER, connected directly or indirectly with the contract, will demand, take promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the SELLER, 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 PURCHASER will, during the pre-contract stage, treat SELLERS alike, and will provide to all SELLERS the same information and will not provide any such information to any particular SELLER which could afford an advantage to that particular SELLER in comparison to the other SELLERS.

**3.3.** All the officials of the PURCHASER 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 SELLER to the PURCHASER with the full and verifiable facts and the same prima fade found to be correct by the PURCHASER, necessary disciplinary proceedings, or any other action as deemed, fit, including criminal proceedings may be initiated by the PURCHASER 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 PURCHASER the proceedings under the contract would not be stalled.

### **4. COMMITMENTS OF SELLERS**

The SELLER 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 SELLER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the PURCHASER, 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 SELLER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage, or inducement to any official of the PURCHASER 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 Government for showing or forbearing to show favour or dis-favour to any person in relation to the contract or any other contract with the Government.

**4.3.** The SELLER further confirms and declares to the PURCHASER that the SELLER in the original Manufacture/Integrator/Service Provider/ 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 PURCHASER or any of its functionaries, whether officially or unofficially to the award of the contract to the SELLER, 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 SELLER, 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 PURCHASER 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 SELLER 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 SELLER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.

**4.7.** The SELLER shall not use improperly, for purpose of competition or personal gain, or pass on to others, any information provided by the PURCHASER as part of the business relationship, regarding plans, technical proposal and business details, including information contained in any electronic data carrier. The SELLER also undertakes to exercise due and adequate care lest any such information is divulged.

**4.8.** The SELLER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.

**4.9.** The SELLER shall not instigate or cause to instigate any third person to commit any of the acts mentioned above.

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

**5.1.** The SELLER 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/Chhattisgarh or any Government Department in India/Chhattisgarh that could justify SELLER's exclusion from the tender process.

**5.2.** If the SELLER makes incorrect statement on this subject, SELLER 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 SELLER while submitting commercial bid, shall deposit an amount as specified in RFP as EMD/Security Deposit, with the PURCHASER through any of the following instruments:

(i) EMD through Bank Draft in favour of Managing Director CSMCL, RAIPUR payable at RAIPUR

(ii) Security Deposit in form of Bank as per Clauses of tender document.


**6.2.** The EMD/Security Deposit shall be deposited up to a period of five years or the complete conclusion of the contractual obligations to the complete satisfaction of both the SELLER and PURCHASER, including warranty period, whichever is later.

**6.3.** No interest shall be payable by the PURCHASER to the SELLER on EMD/Security Deposit for the period of its currency.

**7. SANCTIONS FOR VIOLATIONS**

**7.1.** Any breach of the aforesaid provisions by the SELLER or any one employed by it or acting on its behalf (whether with or without the knowledge of the SELLER) shall entitle the PURCHASER 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 SELLER. However, the proceedings with the other SELLER(s) would continue.
- (ii) To forfeit fully or partially the EMD (in pre-contract stage) and/or Security Deposit/Performance Bond (after the contract is signed), as decided by the PURCHASER and the PURCHASER shall not be required to assign any reason therefore.
- (iii) To immediately cancel the contract, if already signed, without giving any compensation to the SELLER.
- (iv) To recover all sums already paid by the PURCHASER, and in case of the Indian SELLER with interest thereon at 2% higher than the prevailing Prime Lending Rate while in case of a SELLER from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the SELLER from the PURCHASER 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 SELLER, in order to recover the payments, already made by the PURCHASER, along with interest.
- (vi) To cancel all or any other contracts with the SELLER and the SELLER shall be liable to pay compensation for any loss or damage to the PURCHASER resulting from such cancellation/rescission and the PURCHASER shall be entitled to deduct the amount so payable from the money(s) due to the SELLER.
- (vii) To debar the SELLER from participating in future bidding processes, for a minimum period of five years, which may be further extended at the discretion of the PURCHASER.



(viii) To recover all sums paid in violation of this Pact by SELLER(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 PURCHASER with the SELLER, the same shall not be opened.

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

The term 'close relative' for this purpose would mean spouse whether residing with the Government servant or not, but not include a spouse separated from the Government servant by a decree or order of a competent court; son or daughter or step son or step daughter and wholly dependent upon Government servant, but does not include a child or step child who is no longer in any way dependent upon the Government servant or of whose custody the Government servant has been deprived of by or under any law; any other person related, whether by blood or marriage, to the Government servant or to the Government servant's wife or husband and wholly dependent upon Government servant.

(xi) The SELLER 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 PURCHASER, and if he does so, the PURCHASER shall be entitled forthwith to rescind the contract and all other contracts with the SELLER. The SELLER shall be liable to pay compensation for any loss or damage to the PURCHASER resulting from such rescission and the PURCHASER shall be entitled to deduct the amount so payable from the money(s) due to the SELLER.

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



## **8. FALL CLAUSE**

**8.1.** The SELLER undertakes that it has not supplied/is not supplying similar product/services/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/State run PSU/Anywhere in India and if it is found at any stage that similar product/services/systems or sub systems was/are supplied by the SELLER to any other Department of the Government of Chhattisgarh/State run PSU/Anywhere in India 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 SELLER to the PURCHASER, if the contract has already been concluded.

## **9. INDEPENDENT MONITORS**

**9.1.** The PURCHASER 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 PURCHASER/Subcontractor(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 PURCHASER.

**9.6.** The Monitor will submit a written report to the designated Authority of PURCHASER/Manager in the Corporation/within 8 to 10 weeks from the date of reference or intimation to him by the PURCHASER/SELLER 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 PURCHASER or its agencies shall be entitled to examine



all the documents including the Books of Accounts of the SELLER and the SELLER 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/venue at Raipur, Chhattisgarh.

**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 PURCHASER and the SELLER/Seller whichever is later. In case SELLER is unsuccessful in the rate offer, 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.

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

**PURCHASER SIGNATURE**

**SELLER SIGNATURE**

**Name of the Officer**

**Proprietor/Partner/**

**Designation**

**Chief Executive**

**Department/ PSU**

**Witnesses**

**Witnesses**

1).....

1).....

.....

.....

2).....

2).....

.....

.....