

CHHATTISGARH STATE MARKETING
CORPORATION LIMITED,
RAIPUR, CHHATTISGARH



TENDER DOCUMENT

**TENDER FOR EMPANELMENT OF PLACEMENT AGENCY
FOR SUPPLY OF MANPOWER TO CHHATTISGARH STATE
MARKETING CORPORATION LTD.**

T.No.: CSMCL/Tender/2024-25/2

Dated:19-02-2024

DATE OF TENDER	:	19-02-2024
LAST DATE & TIME OF TENDER SUBMISSION	:	19-03-2024, 15.00 HRS
DATE & TIME OF OPENING THE TECHNICAL BID	:	19-03-2024, 16.00 HRS.

NAME & ADDRESS OF TENDERER:

**MANAGING DIRECTOR, CSMCL
4TH FLOOR, AABKARI BHAVAN,
NEAR CHOKRA NALA, LABHANDI
RAIPUR, CHHATTISGARH- 492001**

**OFFICE OF THE MANAGING DIRECTOR, CSMCL, RAIPUR
CHHATTISGARH**

Price Rs.41,300.00

**OFFICE OF THE MANAGING DIRECTOR, CSMCL,
CHHATTISGARH, RAIPUR**

TOTAL NO. OF PAGES: - 77

Cost of tender form Rs.41,300/- (Rupees Forty One Thousand Three Hundred Only)(Inclusive of GST)

To,

Date _____

**MANAGING DIRECTOR, CSMCL
RAIPUR, CHHATTISGARH**

**OFFICE OF THE MANAGING DIRECTOR, CSMCL,
CHHATTISGARH, RAIPUR**

TABLE OF CONTENTS

SCHEDULE	CONTENT	PAGE NOS.
SECTION I	NOTICE AND SCHEDULE INVITING TENDER	4-5
SECTION II	INSTRUCTION TO BIDDERS	6-23
SECTION III	GENERAL CONDITIONS OF CONTRACT	25-34
SECTION IV	SPECIAL CONDITIONS OF CONTRACT	35-44
SECTION V	SCOPE AND SPECIFICATION OF WORK	45-49
ANNEXURE I	BID FORM	50
ANNEXURE II	BIDDER'S PROFILE	51-52
ANNEXURE III	NO NEAR RELATIVE CERTIFICATE	53
ANNEXURE IV	PERFORMANCE SECURITY BOND	54-55
ANNEXURE V	FORMAT OF AGREEMENT	56-58
ANNEXURE VI	LETTER OF AUTHORIZATION	59
ANNEXURE VII	PRE-CONTRACT INTEGRITY PACT	60-67
ANNEXURE VIII	PRICE SCHEDULE	68
ANNEXURE IX	ZONE WISE REQUIREMENT OF MANPOWER	69-70
ANNEXURE X	CHECK LIST	71-72
ANNEXURE XI	MARKS CALCULATION CHART	73-75
ANNEXURE XII	AFFIDAVIT PROFORMA	76-77

SECTION I

NOTICE INVITING TENDER FOR CSMCL, RAIPUR

T. No.: CSMCL/Tender/2024-25/2

Dated: 19-02-2024

On behalf of Managing Director, Chhattisgarh State Marketing Corporation Limited, (here-in-after referred to as CSMCL or Corporation) sealed Zone-Wise tenders are invited from interested and eligible Manpower Placement Firms/Agency for Empanelment for supply of manpower in various Districts under the jurisdiction of Managing Director, CSMCL in State of Chhattisgarh **w.e.f. 01.04.2024**.

Intending eligible bidders may download Tender Document from CSMCL website, <https://excise.cg.nic.in/csmcl/>. The payment for Earnest Money Deposit (hereinafter referred to as "EMD") and Tender Cost shall be accepted only in the form of Crossed Demand Draft drawn on any Scheduled Commercial Bank payable at Raipur in favour of **MANAGING DIRECTOR, CSMCL, RAIPUR, CHHATTISGARH**, and should be submitted along with tender document in separate sealed envelope.

SCHEDULE TO THE INVITATION OF TENDER

1.	DESIGNATION AND ADDRESS OF THE AUTHORITY INVITING TENDER	MANAGING DIRECTOR, CSMCL,RAIPUR, CHHATTISGARH
2.	TENDER NO : CSMCL/TENDER/2024-25/2	DATED: 19-02-2024
3.	TIME AND DATE OF PRE-BID MEETING	14.30 HRS. OF 26-02-2024 AT 4TH FLOOR, AABKARI BHAVAN, NEAR CHOKRA NALA, LABHANDIH RAIPUR, CHHATTISGARH- 492001
4.	TIME AND DATE OF SUBMITTING TENDER/BID	15.00 HRS. OF 19-03-2024
5.	TIME AND DATE OF OPENING OF TENDER (TECHNICAL BID)	16.00 HRS. OF 19-03-2024
6.	MINIMUM VALIDITY OF TENDER OFFER	90 DAYS FROM THE DATE OF OPENING
7.	DURATION OF CONTRACT	2 YEARS, WITH AN OPTION OF EXTENSION OF RENEWAL FOR 1 YEAR AND FURTHER EXTENSION IN SPECIAL EXIGENCY FOR UPTO 12 MONTHS MORE.

Tender Document and subsequent clarifications on tender terms if any can be downloaded from CSMCL website <https://excise.cg.nic.in/csmcl/>. Tender Document downloaded from website must be accompanied by Demand Draft as Cost of tender form of Rs. 41,300/- (Rupees Forty One Thousand Three Hundred Only) (Inclusive of GST) as cost of tender documents and the same shall be kept with the TECHNICAL BID in addition to Demand Draft for EMD in a separate envelope.

**MANAGING DIRECTOR
CSMCL
RAIPUR, CHHATTISGARH**

SECTION - II
INSTRUCTION TO BIDDERS

1. EARNEST MONEY DEPOSIT AND COST OF TENDER SCHEDULE

1.1. Each Tender should be accompanied by Earnest Money Deposit in form of Demand Draft drawn on any Scheduled Commercial Bank Payable at Raipur in favor of the Managing Director, CSMCL, Raipur, Chhattisgarh payable at Raipur as per details given below:-

ZONE NO.	ESTIMATED ANNUAL COST (IN ₹)	EMD @3% (IN ₹)
1	28,42,18,104/-	85,26,543/-
2	11,49,70,627/-	34,49,119/-
3	20,79,78,450/-	62,39,365/-
4	12,26,01,760/-	36,78,053/-
5	18,74,46,795/-	56,23,404/-
6	12,83,17,102/-	38,49,513/-
7	15,66,44,085/-	46,99,323/-
8	13,01,47,386/-	39,04,422/-
9	15,42,82,469/-	46,28,474/-
10	13,11,10,510/-	39,33,315/-
11	14,60,83,728/-	43,82,512/-
12	13,72,77,592/-	41,18,328/-

1.2. Tenders not accompanied with requisite amount of EMD and cost of tender document shall be summarily rejected. Furnishing incorrect information will entail forfeiture of EMD in full or part as per discretion of the Corporation. The EMD of the unsuccessful bidders will be returned after the finalization of the Tender at the expenses of the bidders within a reasonable time consistent with the rules and regulations on this behalf. The above EMD amount held by the CSMCL till it is returned to the bidder will not earn any interest thereof. EMD will be forfeited if a bidder withdraws, amends, impairs and/or derogates within validity period. EMD of the successful bidders will be adjusted towards Performance Security Deposit (hereafter referred to as security deposit) payable by it or returned by CSMCL on receipt of 100% value of Security Deposit.

1.3. The Cost of Tender document is Rs.41,300/- (Rupees Forty One Thousand Three Hundred Only)(Inclusive of GST) submitted only in form of Demand Draft drawn on any Scheduled Commercial Bank Payable at Raipur in favor of the Managing Director, CSMCL, Raipur, Chhattisgarh.

2. DEFINITIONS

A. Managing Director: Means the Managing Director, CSMCL, Raipur, Chhattisgarh as defined and its successors.

B. Officer-In-Charge: The Officer-in-charge means, the incharge of the works at any time meaning thereby the District Head of CSMCL or who shall sign the Contract on behalf of the Managing Director, as the case maybe.

C. Contract: The term contract means the documents forming the tender and acceptance thereof and the formal agreement executed between Managing Director and the Placement Agency together with the documents referred to therein including the conditions of Contract, the specifications, designs, drawings and instructions issued from time to time by the Officer-in-charge and all these documents taken together shall be deemed to form one contract and shall be complimentary to one another.

D. Placement Agency: The Placement Agency shall mean the individual, firm or company, undertaking the works and shall include the legal personal representative of such individual or the persons composing such firm or company and the permitted assignees of such individual, firm or company.

E. Work: The expression work/ works shall unless be something either in the subject or context repugnant to such works be construed and taken to mean the works by or by virtue of the Contract contracted to be executed whether temporary or permanent and whether original, altered, substituted or additional.

F. Schedule(s): Schedule(s) referred to in these conditions shall mean the relevant schedule(s) or the standard schedule of rates mentioned in the document.

G. Site: The site shall mean the Corporation establishments through which work is to be executed under the Contract.

H. Normal time or stipulated time: Normal time or stipulated time means time specified in the work order to complete the work.

- I. Duration of completion of work:** The duration of completion of work or completion time shall be time specified in the work order.
- J. Excepted risk :** Excepted risk are risks due to war (whether declared or not), invasion, act of foreign enemies, hostilities, civil war, rebellion, revolution, insurrection, military or usurped power, any acts of Government, damages from aircraft, acts of God such as earthquake, lightening and unprecedented floods and other causes over which, the Placement Agency has no control and the same having been accepted as such, by the Accepting Authority or causes solely due to use or occupation by the Government of the part of the work, in respect of which a certificate of completion has been issued.
- K. Spirit/Malt/RTD/Beer/IMFL/Foreign Liquor/Country Liquor:** They shall have the same meaning as assigned to them under The Chhattisgarh Excise Act, 1915 and rules made thereunder.

3. MINIMUM ELIGIBILITY CRITERIA FOR BIDDER

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

- 3.1.** Bidder must be a proprietary firm/partnership firm/limited company, corporate body, legally constituted, must possess required licenses / registrations etc. as per law, valid for at least for 12 months from the date of opening the proposal of the firm/agency. Self-Attested copy of Partnership Deed or Proprietorship deed / Memorandum of Association / Articles as applicable shall be attached.
- 3.2.** Bidder must have GST registration certificate issued by competent authority. Bidder shall furnish copy of latest filed GST returns along with its acknowledgment.
- 3.3.** Bidder should have EPF and ESI registration with competent authority. Also minimum average of 1000 employees EPF deposit should have been done in a period of six months i.e. from 01/07/2023 to 31/12/2023. (Proof of EPF deposit to be provided)
- 3.4.** Bidder should have valid labour license as per Contract Labour (Regulation and Abolition) Act, 1970.

- 3.5.** Bidder should have experience of supply of manpower in any Government Department/Government Institute/Government Organization/PSU/Co-operative Society operating in Retail sale of Liquor/ Wholesale of Liquor or experience of supply of manpower to any Government Department/Government Institute/Government Organization /PSU /Cooperative Society/Private Sector Company engaged in retail sale/wholesale of FMCG goods of annual work value of Rs. 4.00 Crores or more in at least two years during the last three financial years i.e. FY 2020-21, FY 2021-22 and FY 2022-23. The experience certificate should be issued by the competent authority indicating (a) number of manpower deployed (b) value of work undertaken.
- 3.6.** Bidder should have average annual turnover of Placement/Manpower work of atleast Rs.50.00 Crores in the past three completed consecutive financial years i.e. FY 2020-21, FY 2021-22 and FY 2022-23. A certificate from CA should be enclosed.
- 3.7.** CA certified Balance Sheet should be enclosed of the past three completed consecutive financial years i.e. FY 2020-21, FY 2021-22 and FY 2022-23.
- 3.8.** Bidder should furnish income tax return of previous three financial years.
- 3.9.** Bidder should have experience of supply of minimum 400 nos. manpower to any Government Department/Government Institute/Government Organization/PSU/Co-operative Society operating in Retail sale of Liquor/ Wholesale of Liquor or experience of supply of manpower to any Government Department/Government Institute/Government Organization /PSU /Cooperative Society/Private Sector Company engaged in retail sale/wholesale of FMCG goods for atleast two years during the last three financial years i.e. FY 2020-21, FY 2021-22 and FY 2022-23.
- 3.10.** The bidder shall furnish Certificate of “No near relative” of the bidder agency/firm to be executed on Non-Judicial Stamp Paper of requisite value under Stamp Act & Attested by Public Notary/Executive Magistrate.
- 3.11.** The Bidder should not be blacklisted by Government/Semi Government or any other statutory body. The bidder shall furnish Affidavit of “BLACKLISTING & NON- BLACKLISTING” of bidder to be executed on Non-Judicial Stamp Paper of requisite value under Stamp Act & attested by Public Notary/Executive Magistrate. (Proforma given in Annexure XII)

- 3.12.** The bidder shall submit Declaration towards Non-tampering of tender document.
- 3.13.** The bidder shall furnish valid bank solvency certificate of amount of Rs. 4 Crores.
- 3.14.** The bidder/Power of Attorney holder as the case may be shall affix seal and sign on all the pages of tender documents.
- 3.15.** The bidder has to submit an affidavit stating that it will be governed by “CSMCL CODE” and will accept all terms and conditions prescribed in the code in addition to the clauses of the tender document and agreement clauses. The “CSMCL CODE” is available on CSMCL website <https://excise.cg.nic.in/csmcl/> on public domain. (Proforma given in Annexure XII)

4. TENDER DOCUMENTS

The works to be carried out, bidding procedures and contract terms are prescribed in the Tender Document. The Tender Document includes:

4.1. QUALIFYING BID DOCUMENT

- a. Notice Inviting Tender
- b. Instruction to Bidders
- c. General (Commercial) condition of the Contract
- d. Special Condition of the Contract
- e. Scope & Specification of the Work
- f. Bid Form
- g. Bidder's Profile
- h. No Near Relative Certificate
- i. Performance Security Bond
- j. Format of Agreement
- k. Letter of Authorization for attending Bid-opening
- l. Pre Contract Integrity Pact
- m. Price Schedule
- n. Zone Wise Tentative Requirement of Manpower
- o. Check list
- p. Marks Calculation Chart
- q. Affidavit Proforma

4.2. PRICE SCHEDULE

The empaneled agency shall be paid as per Price Schedule mentioned at Annexure-VIII of the tender document.

5. QUERIES ON TENDER DOCUMENT AND PRE BID MEETING

- 5.1.** A prospective bidder requiring any clarification on the Tender Document shall notify the Corporation in writing or through email. The Corporation shall respond in writing to any request for the clarification of tender document which it receives not later than 5 days prior to the last date of submission of bid. The communication and submission of query should be done at following address: -

MANAGING DIRECTOR, CSMCL
4TH FLOOR, AABKARI BHAVAN,
NEAR CHOKRA NALA, LABHANDIH
RAIPUR, CHHATTISGARH- 492001
E-mail: tender.csmcl@gmail.com

- 5.2.** A Pre-bid meeting of the interested parties shall be convened at the designated date, time and place as provided in Schedule to Invitation of Tender. 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 endeavor 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.

6. AMENDMENT OF TENDER DOCUMENT

- 6.1.** At any time, prior to the date for submission of bids, the Corporation may, for any reason whether suo moto or in response to a clarification requested by a prospective Bidder, modify the tender document by the issuance of Addenda/Corrigenda.
- 6.2.** Any Addenda/Corrigenda issued shall be notified in website of the Corporation for information of prospective bidders.
- 6.3.** In order to afford prospective bidders a reasonable time to take the Addenda/Corrigenda into account in preparing their bids, the Corporation may, at its discretion, extend the deadline for the submission/opening of bids suitably.

6.4. The bidder before submission of bid shall go through the Addenda/Corrigenda, if any, issued by the Corporation.

6.5. CSMCL also reserves the right to modify or alter the Tender Document and also to withdraw or cancel the Bidding process at any stage.

7. RIGHT TO ACCEPT OR REJECT:

Corporation shall not be bound to accept the lowest or any tender and reserves to itself the right to accept or reject any bid or to accept whole or a portion of bid, as it may deem fit, without assigning any reason thereof and without incurring any liability to the affected bidder(s) for the action of Corporation.

8. MODE OF DESPATCH

Tenders should be addressed to the Managing Director, Chhattisgarh State Marketing Corporation Limited, by designation and should be submitted 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. No other modes of submitting tender will be accepted.

9. LATE BIDS

Bids received after the time specified for closing of the tender shall be rejected and returned unopened to the bidder. It is the sole responsibility of the bidder that it should ensure timely submission of bid.

10. COST OF BIDDING

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

11. BID FORMS (TWO BID FORMAT)

11.1 The tender bid should be submitted in **two envelopes covers**; **One** superscribing Technical Bid, and **Second** containing Demand Draft of Tender Fee and Earnest Money Deposit and all the above-mentioned envelopes shall in turn, be put in another outer envelope and this envelope should be superscripted ***“EMPANELMENT OF PLACEMENT AGENCY FOR SUPPLY OF MANPOWER TO CHHATTISGARH STATE MARKETING CORPORATION LTD. FOR ZONE NO. ___”***. All the two envelopes along with outer envelope are to be duly sealed.

- 11.2** The bidder shall properly seal all the envelopes and mention its name and address on it.
- 11.3** Tender shall be opened in the presence of Bidders present on the due date of opening i.e. **16.00 HRS. on 19-03-2024**. Technical Bids of the Tenders received will be opened on that day. No correspondence in this regard will be entertained. Incomplete Tender or Tender in which both Technical Bid and Demand Drafts are found in the same envelope or tender with loose documents will be summarily rejected. The Bid must be submitted in spiraled booklet form only with proper indexing and page numbers.
- 11.4** The bids which are not submitted in above-mentioned manner shall be summarily rejected.
- 11.5** The bidder shall be bound by all terms, conditions & specifications as detailed in the tender document.
- 11.6** Any bid with conditions other than those specified in the tender document is liable to be summarily rejected. Conditional bids will be summarily rejected.
- 11.7** Bidder shall furnish all the requisite documents as per tender's terms and conditions.
- 11.8** Tender will be evaluated as a single package of all the items given in the price schedule.
- 11.9** The bidder shall submit duly sealed and signed copy of Price Schedule as mentioned in Annexure VIII in its letter head should be part of the Technical Bid. The format for Price Schedule should not be changed in any manner. Addition/ deletion/alteration of the text will automatically render the tender invalid and therefore, will be summarily rejected.
- 11.10** The duly filled bids must be accompanied with EMD and Tender Fee valid for a period of 90 days drawn on any Scheduled Commercial Bank payable at Raipur in favour of Managing Director, CSMCL, Raipur, Chhattisgarh.
- 11.11** The bidder is requested to examine all instructions, forms, terms and specification in the Tender document. Failure to furnish all the information required as per Tender Documents or submission of the bids not substantially responsive to the Tender Documents in every respect will be at the bidder's risk and may result in rejection of the Bid.
- 11.12** The bidder shall bear all costs associated with the preparation and submission of the bid. Corporation in no case will be responsible for these costs regardless of the conduct or outcome of the bidding process.

11.13 Bid submission by related parties:

If related parties (as defined below) submit more than one bid, then both/all bids submitted by related parties are liable to be rejected at any stage by Corporation:

- A.** Bids submitted by holding company and its subsidiary company;
- B.** Bids submitted by two or more companies having common directors;
- C.** Bids submitted by partnership firms/LLPs having common partners;
- D.** Bids submitted by proprietorships having same proprietor;
- E.** Bids submitted by companies in the same group of promoters and managements.
- F.** Bids submitted by relatives of bidder as per definition of relatives under section 2 (77) of Companies Act, 2013:

2(77) “relative”, with reference to any person, means any one who is related to another, if—

- (i)** they are members of a Hindu Undivided Family;
- (ii)** they are husband and wife; or
- (iii)** one person is related to the other in such manner as may be prescribed;

A person shall be deemed to be the relative of another, if he or she is related to another in the following manner, namely:-

(1) Father:

Provided that the term “Father” includes step-father.

(2) Mother:

Provided that the term “Mother” includes the step-mother.

(3) Son:

Provided that the term “Son” includes the step-son.

(4) Son’s wife.

(5) Daughter.

(6) Daughter’s husband.

(7) Brother:

Provided that the term “Brother” includes the step-brother;

(8) Sister:

Provided that the term “Sister” includes the step-sister.

12. BID OPENING AND EVALUATION:

Opening of Bids by the Corporation:

- 12.1** Corporation shall open the Technical bid cover containing documents detailed as per clause 3 of this section in the presence of bidders or their authorized representative who wish to be present at the time of opening of bids on due date. Authorization letter to this effect shall be submitted by the bidder before they are allowed to participate in bid opening (**Format is given in Annexure VI**). After scrutiny and evaluation of the Technical Bids, the Corporation shall shortlist those bidders who are eligible and fulfill the eligibility conditions and furnish all documents as given in Technical Bid.
- 12.2** The Tender Committee shall open the bids in the presence of bidders or its authorized representative who choose to attend, on specified date and time mentioned in the tender schedule. The bidder's representatives, who are present, shall sign on an attendance register.
- 12.3** A maximum of two (2) representatives for any bidder shall be authorized and permitted to attend the bid opening.
- 12.4** The Bids shall be opened in the following manner:
- 12.4.1.** Bid shall be opened zone wise starting with Zone 1, then Zone 2 and so on. The bid opening committee shall count the number of bids and assign serial numbers to the bids. For example, if 10 tenders have been received the bids shall be numbered as 1 of 10, 2 of 10 etc. All the members shall put initial on the outer envelopes of all bids with date.
- 12.4.2.** The envelopes containing the tender offer and not properly sealed as required shall not be opened and shall be rejected outright. **Merely sealing the envelope(s) with gum/adhesive shall not be treated as sealed cover.** The reasons for not opening such bids shall be recorded on the face of the envelope and all the members of the opening committee shall put their initial with date.
- 12.4.3.** First the outer envelope containing the two envelopes shall be opened. The bid opening committee shall put initial on all the three envelopes with date.
- 12.4.4.** Out of these two envelopes, the envelope marked "EMD and Tender Fee" shall be opened first and examined.

12.4.5. The bidders who have submitted proper EMD and tender fee as per tender document, only their “TECHNICAL BID” shall be opened and recorded by the Tender committee.

12.4.6. The Technical Bid shall be evaluated by Tender Evaluation Committee. The Bidders who fulfill technical criteria, their bids shall be declared responsive by Tender Evaluation Committee.

12.5 Technical Evaluation:

12.5.1. The Tender Committee shall evaluate the bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed and whether the bids are generally in order.

12.5.2. If there is discrepancy between words and figures, the amount in words shall prevail. If the Bidder does not accept the correction of the errors, its bid shall be rejected.

12.5.3. Prior to the detailed evaluation, the Tender committee shall determine the substantial responsiveness of each bid of the tender document. For purpose of these clauses, a substantially responsive bid is one which conforms to all the terms and conditions of the tender documents without deviations. The Tender Committee determination of bid’s responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence.

12.5.4. A bid, determined as substantially non-responsive shall be rejected by the Tender Committee and shall not subsequent to the bid opening be made responsive by the bidder by correction of the non-conformity.

12.5.5. The Tender Committee may waive any minor infirmity or non-conformity or irregularity in a bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of the bidder.

12.6 Evaluation and Comparison of substantially responsive bids:

12.6.1. The Tender Committee shall evaluate in detail and compare the bids previously determined to be substantially responsive pursuant to Clause 12.5 and ranking of the Bidder will be done as per Marks obtained as per details given below:

S.No	Criteria	Minimum Marks	Maximum Marks
1.	<p>Minimum average of 1000 employees EPF deposit should have been done in a period of six months i.e. from 01/07/2023 to 31/12/2023.</p> <p>(Minimum 4 marks for 1000 employees and additional 2 marks for each additional 500 employees.)</p>	4	20
2	<p>Valid Labour License of minimum 1000 Labourers.</p> <p>(Minimum 4 Marks for 1000 labours and additional 2 marks for each additional 200 labours)</p>	4	20
3.	<p>Experience of supply of manpower in any Government Department/Government Institute/Government Organization/PSU/Co-operative Society operating in Retail sale of Liquor/ Wholesale of Liquor or experience of supply of manpower to any Government Department/Government Institute/Government Organization /PSU /Cooperative Society/Private Sector Company engaged in retail sale/wholesale of FMCG goods of annual work value of Rs. 4.00 Crores or more in at least two years during the last three financial years i.e. FY 2020-21, FY 2021-22 and FY 2022-23.</p> <p>(Minimum 4 marks for Rs. 4.00 Crores annual work value and additional 2 marks for each additional work value of Rs. 1 Crore.).</p>	4	20

	<i>Note: For the purpose of marking, average of work value of last 3 financial years as mentioned above will be considered.</i>		
4.	<p>Bidder should have average annual turnover of Placement/Manpower work of atleast Rs.50.00 Crores in the past three completed consecutive financial years i.e. FY 2020-21, FY 2021-22 and FY 2022-23.</p> <p>(Minimum 4 marks for Rs. 50.00 Crores turnover and additional 2 marks for each additional turnover of Rs. 5 Crores.)</p> <p><i>Note: For the purpose of marking, average of turnover of last 3 financial years as mentioned above will be considered.</i></p>	4	20
5.	<p>Experience of supply of minimum 400 nos. manpower to any Government Department/Government Institute/Government Organization/PSU/Co-operative Society operating in Retail sale of Liquor/ Wholesale of Liquor or experience of supply of manpower to any Government Department/Government Institute/Government Organization/PSU /Cooperative Society/Private Sector Company engaged in retail sale/wholesale of FMCG goods for atleast two years during the last three financial years i.e. FY 2020-21, FY 2021-22 and FY 2022-23.</p> <p>(Minimum 4 marks for 400 employees and additional 2 marks for each additional 50 employees.)</p> <p><i>Note: For the purpose of marking, average of employees of last 3 financial years as mentioned above will be considered.</i></p>	4	20

12.6.2. Tender evaluation committee shall evaluate the highest score (H1), as per the table provided in clause 12.6.1 and H1 shall be declared as selected bidder. Commensurately the bid scores evaluated shall be arranged in descending order H1 being highest, H2 second highest and so on. In case H1 bidder declines in writing to accept work in a zone then H2 bidder shall be offered the said zone.

12.6.3. Marks calculation format is provided in Annexure XI.

13. AWARD OF CONTRACT

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

13.2 The work will be awarded Zone wise as per requirements of CSMCL to H1 Bidder of the zone at first instance.

Provided that if more than one bidders are declared H1 for same zone, then the work will be awarded to that H1 Bidder who has at first instance has more turnover as per marking criteria laid down in clause 12.6 of this section and if the turnover is same for the H1 bidders, than the H1 bidder who has more employees as per EPF Deposit will be awarded work for that Zone and that shall be binding on the Bidders.

13.3 No same zone will be awarded for security and manpower work to same bidder.

13.4 Maximum Two Zones will be awarded to a Bidder.

Provided that during opening and evaluation of bids Zone-wise, if a Bidder is declared H1 in first 2 Zones for which it has submitted bids, than the bidder bids for remaining zones will not be considered for evaluation and award of work.

13.5 In case the tendering process does not elicit interest from bidders for the total number of zones, the Corporation may appoint a successful bidder/Agency for such zones for which no bid has been received. For such zone(s) Corporation may appoint any existing bidder/agency from nearby zones/proximate zones. The Corporation's decision in this regard shall be final and the bidder, if appointed, shall undertake to discharge all obligations in the additional zone on the terms and conditions laid out in the contract. The bidder shall also furnish separate Bank Guarantee/ EMD/ Security Deposit for working as an agency in

the additional zone. The entitlement of Corporation to levy penalties as per clause 8 of section III and for levying liquidated damages shall be separate for the additional zone allotted to the bidder/agency.

- 13.6** This contract shall be valid for a period of 2 years from the date of commencement of work as specified in the signed contract or work order whichever is earlier. Upon the expiry of the period of 2 years the Corporation may renew this contract on its own for a further period of 1 year and in case of any special exigency the contract may be extended for a further period of upto 12 months beyond the original renewal of one year with the mutual consent of both the parties.
- 13.7** The Managing Director CSMCL reserves the right to withdraw the work from the selected agency and allot it to other agency or change the zones allotted to agencies as per convenience of CSMCL from time to time during contract period. In case of such re-allotment any placement agency shall not make a claim on a zone by virtue of being H1 bidder for that zone.
- 13.8** In case of any unforeseen circumstances, the Managing Director, CSMCL reserves the right to allot additional work to empanelled agency for Zones other than its existing zones and to take suitable decisions in the interest of CSMCL.
- 13.9** The issue of letter of intent shall constitute the intention of the Managing Director to enter in to the contract, with the bidder. Letter of intent will be issued as offer to the successful bidder.
- 13.10** The successful bidder to whom Letter of Intent has been issued must give its consent to the proposed work to be allotted to it.

14. PERIOD OF VALIDITY OF BIDS

- 14.1.** Bid shall remain valid for a period of 90 days from the date of opening of the bid (Qualifying Bid). A Bid valid for a shorter period shall be rejected by the Managing Director, CSMCL as non-responsive.
- 14.2.** The Managing Director, CSMCL reserves the right to request the Highest 3 bidders (H1, H2 & H3) as per read out list on the bid opening day to extend the bid validity for a further period of 120 days and the bidder has to necessarily extend the bid validity. Refusal to extend the bid validity will result in forfeiture of the EMD. A bidder accepting the request and extending the bid validity will not be permitted to modify its bid.

15. SIGNING OF CONTRACT

- 15.1** Signing of Agreement shall constitute the award of contract to the bidder.
- 15.2** Till the agreement is signed, issue of work order along with tender terms and conditions shall constitute as award of contract.
- 15.3** Upon furnishing the Performance Security (Bank Guarantee) in pursuant to provisions of clause 17 of this section, the Corporation shall discharge the EMD of the successful bidder.

16. ANNULMENT OF AWARD

Failure of the successful bidder to comply with the requirement of clause 13 and 17 of this section shall constitute sufficient ground for the annulment of the award and forfeiture of the EMD. In such case(s) Corporation in its discretion may award the work to any other bidder or may call for new bids.

17. PERFORMANCE SECURITY

- 17.1.** The successful bidder shall deposit an amount equal to 20% of the cost of awarded work within 2 weeks of award of work by Corporation as Performance Security Deposit in the form of Bank Guarantee. If the bidder fails to furnish the Security Deposit within the above said period, the EMD submitted by it will be forfeited to CSMCL and its Tender shall be held void.
- 17.2.** Performance Security shall be submitted in the form of Bank Guarantee for a period of not less than 3 years issued by a Scheduled Commercial Bank and as per the Proforma provided in Annexure-IV of the tender document.
- 17.3.** Performance Security will be discharged after fulfillment of all the contractual obligations under the contract and on expiry of the contract period subject to the satisfaction of the Corporation.
- 17.4.** If the Bidder fails or neglects any of its obligations under the contract, it shall be lawful for the Corporation to forfeit either whole or any part of performance security furnished by the bidder as compensation for any loss resulting from such failure/negligence.
- 17.5.** If the Bidder failed to act up to the Tender or backs out when its tender is accepted, its Security Deposit mentioned above will also be forfeited to Corporation.

17.6. In case of any claims or any other contractual obligations are outstanding, the bidder shall extend the bank guarantee as required by the Corporation till such time as the bidder settles all claims and completes all contractual obligations.

18. SIGNING OF BID

18.1. The bidder shall submit, as a part of its bid, the bid documents (in original) duly sealed and signed on each and every page, establishing the conformity of its bid to the bid documents of all the works to be executed by the bidder under the contract.

18.2. The bids containing erasures or alterations will not be considered except as necessary to correct errors made by the bidder. Such corrections shall be signed with date by the person or persons signing the bid.

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

19. CONTACTING THE CORPORATION

19.1 No bidder shall try to influence the Managing Director on any matter relating to its bid, from the time of bid opening till the time the contract is awarded.

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

20. MANAGING DIRECTOR'S RIGHT TO VARY QUANTUM OF WORKS

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

20.2 In exceptional situations where the requirement is of an emergent nature and it is necessary to ensure continued work from the existing Placement Agency(over and above contract period of 2+1 years), the Managing Director reserves the right to place repeat work order for upto twelve months more.

21. MANAGING DIRECTOR'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS

The Managing Director reserves the right to accept or reject any bid and to annul the bidding process and reject all bids, at any time prior to award of contract without assigning any reason what-so-ever and without thereby incurring any liability to the affected bidder or bidders.

22. SIGNING OF AGREEMENT

22.1 The signing of agreement shall constitute the award of contract to the bidder. The agreement with the successful bidder shall be signed by the Managing Director, CSMCL or any official authorized by him/her on this behalf within a week of submission of performance security. Till the period agreement is signed, issue of work order along with tender terms and conditions shall constitute as award of contract.

22.2 As soon as the tender is approved by the competent authority, the EMD deposited by the successful bidder may be converted / adjusted into the Performance security to be deposited by successful bidder, which will be held by the Corporation till the completion of contract period.

23. ANNULMENT OF AWARD

Failure of the successful bidder to comply with the requirements of tender shall constitute sufficient ground for the annulment of the award and forfeiture of the EMD. In such case(s), the Managing Director may award the work to any other bidder or may call for new bids.

24. CORRUPT OR FRAUDULENT PRACTICES

24.1. The Tendering Authority requires that the Bidders/Contractors under this tender observe the highest standards of ethics during the procurement and execution of such contracts. In pursuance of this policy, "THE TENDERING AUTHORITY":

- i.** Defines for the purposes of this provision, the terms set forth as follows:
 - a) "corrupt practice"** means the offering, giving, receiving or soliciting of anything of value to influence the action of the public official in the procurement process or in contract execution; and

b) “fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or an execution of a contract to the detriment of the Tendering Authority, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Tendering Authority of the benefits of the free and open competition;

ii. Will reject a proposal for award if it determines that the bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;

iii. Will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that the firm has engaged in corrupt and fraudulent practices in competing for, or in executing, a contract.

24.2. The past performance of the bidder will be cross checked if necessary. If the facts are proven to be dubious the bidders tender will be ineligible for further processing.

SECTION III

GENERAL (COMMERCIAL) CONDITIONS OF THE CONTRACT

1. APPLICATION

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

2. STANDARDS

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

3. PRICES

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

3.2 The payment paid to manpower will be revised if the minimum wages exceeds the payment fixed in the tender.

4. SUB-LETTING

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

5. PERFORMANCE SECURITY

a. The Placement Agency's Security Deposit (Bank Guarantee) will be the Performance Security and can be forfeited in case of violation of any clause of tender.

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

6. ISSUE OF WORK ORDERS AND TIME LIMIT

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

7. PAYMENT TERMS

The Placement Agency shall prepare monthly bills in triplicate district wise and submit the bills district wise and zone wise on or before by 10th of each month for works done in previous month before the Head Office of the Corporation. The

placement agency shall process remuneration(s)/salary(ies)/dues/overtime payment(s) through Online Payment & HR Payroll Process System only. The Placement Agency shall be responsible to submit the bills, which are prepared accurately, and giving all details to facilitate early payment as below:

7.1.

A. Muster Roll wages register showing –

- a.** The details of laborer's/Employees engaged.
- b.** Duration of their engagement including per day work hours, employee wise.
- c.** The amount of wages paid to such as laborers/Employees for duration in question.

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

C. The salary including extra hours will be disbursed to employees through Online Payment & HR Payroll Process System only. Each individual will be paid through bank transfer to their respective bank account only.

D. Copies of authenticated documents of payments of EPF contribution paid for the last month should be attached along with the current month bill.

E. Copies of payment of ESIC contribution for last month should be attached along with the current month bill.

F. Confirmation letter from bank certifying the disbursement of salary to manpower along with UTR (Unique Transaction Receipt) Number.

7.2. The losses incurred in District including shops due to manpower as per Audit report will be deducted from the total amount due of that District to be paid to the placement agency.

7.3. If the losses reported in Audit Report are more than Bills pending with Corporation then the agency shall have to deposit the difference/shortfall amount within 10 days of being intimated by Corporation. If the agency fails to deposit the said amount then the same shall be recovered from the bank guarantee without any intimation. The agency shall have to furnish security deposit (Bank Guarantee) of amount equivalent to difference/shortfall as above

or furnish fresh Bank Guarantee as required under clause 17 of Section II, within 10 days from date of intimation of such deduction.

7.4. In no case, any amount other than penalty and deduction as prescribed in Penalty and deduction clause is to be imposed on Employee.

7.5. Payment of wages by placement agency to outsourced persons shall not be condition precedent or linked with payment of bills by CSMCL.

7.6. No right to claim employment: There will not be any relationship of employer and employee or principal and agent between the CSMCL and outsourced persons/contract labour. Outsourced personnel supplied by the selected Placement Agency shall not be entitled to any kind of permanent/temporary employment or engagement or absorption in the office of the CSMCL or State Government in future on the basis of services provided by them under the contract, entered into between the Placement agency and CSMCL, for supply of manpower.

7.7. Caution against collection of money from outsourced persons: If at any stage after the bidding process and award of work, it comes to the notice of the Corporation that the Agency has collected or is collecting or has taken steps to collect any money or money's value in kind, in one time or periodic installments in the name of bribe or recruitment fees or application fees or screening fees or administrative costs or commission or donation or gift or in any other name whatsoever, explicitly or implicitly, for engaging or providing the manpower to the CSMCL, the contract shall be terminated without notice or waiting time and after giving opportunity of being heard and the Agency will be debarred for breach of integrity as provided in Rules of CVC, blacklisted and its name will be circulated through the website of CSMCL.

7.8. GST will be paid as per prevailing Government orders.

8. PENALTY AND DEDUCTION CLAUSE

8.1. The losses incurred by Corporation due to negligence of manpower supplied shall be recovered from pending bills/Security Deposit of the Placement Agency.

8.2. The Placement Agency shall be required to adhere to all Government Laws and Rules applicable and also to The Chhattisgarh Excise Act, 1915 and rules

framed therein as applicable. The breach of any laws and the breach of any of the covenants of this contract shall entitle the Corporation to impose a penalty up to 10% of the total contract value on the placement agency as liquidated damages. The levy of such damages shall not be disputed and the entitlement of the Corporation to levy such damages shall be during the currency of the contract or settlement of accounts with the Agency whichever is later.

8.3. It will be the responsibility of the manpower deployed by the Placement Agency to accept the inward stock of Liquor on day to day basis transported by Transporter to the shop and any damage of Liquor or shortfall of liquor found in audit will be recovered from the bills/ security deposit of the Placement Agency.

8.4. In case of any excise offence or criminal offence is committed by manpower of the placement agency, they will be punishable as per respective law and CSMCL will not be responsible for their aforesaid act.

8.5. The manpower deployed by the placement agency shall also be liable to handover all the cartons of liquor in the retail liquor shops of the Corporation to the designated vendor of the Corporation on weekly or monthly basis as so directed. In case the manpower fails to handover the cartons/the quantity of cartons is less than the quantity (including adjustment due to spoilage, etc.) the manpower agency will be liable and will be fined with a minimum amount of Rs. 3.50 (per Carton of Country Liquor) and Rs. 5.00 (per Carton of Foreign Liquor) or as instructed by the Managing Director on this behalf from time to time.

8.6. The manpower supplied by placement agency are responsible for sale of liquor through retail outlets of the Corporation on First-In-First-Out (FIFO) basis, if the manpower supplied fails to adhere to the sale norms and the stock remains unsold/expired/is contaminated, the manpower agency shall be liable to pay the fine at following rates to CSMCL:

- A.** 100% RSP value of expired beer/malt/Ready to drink (RTD) from the date of its expiry.
- B.** 25% RSP value of Country Liquor after 6 months from date of its inward and 100% of RSP after end of period of 1 year from date of inward.

C. 25% RSP value of Spirit/Foreign liquor/IMFL after period of 6 months from the date of its inward.

D. In case of stock leakage/breakage in shops- 100% of RSP shall be recovered. For verification of stock leakage/breakage, the manpower deployed in the shops shall preserve the bottle cap with hologram.

Note: *For calculation of fines for clause no. A, B and C mentioned above 25% of the total fine shall be levied on placement agency and the rest from the liquor supplier.*

8.7. The manpower supplied by placement agency shall be responsible for proper maintenance, upkeep, handling, etc. of the stock, equipment's, cash and other assets of CSMCL in retail liquor shops. If any damage, misappropriation, theft, loss, etc. is caused to the Corporation due to any negligence/fraud/ or any other act of the manpower provided, the loss so incurred shall be levied on the placement agency and shall be deductible from its pending dues/security deposit or in any other way as the case maybe.

8.8. In case of unsatisfactory performance or any other reason the Corporation shall impose penalty on the placement agency and if the agency wants to deduct any amount or impose a penalty on manpower of any shop(s) such penalty shall be strictly restricted to the manpower of those shops and shall be levied only after providing the manpower a fair opportunity of being heard. Further the penalty shall be imposed as per the applicable labour laws. In no case the placement agency shall impose penalty or recover dues from manpower of any other shop.

8.9. For any unethical conduct or breach of terms of contract the placement agency shall be held liable and penalized as per instruction of the Managing Director.

9. RESCISSION/ TERMINATION OF CONTRACT

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

A. If the Placement Agency commits breach of any terms and conditions of the contract.

B. If the Placement Agency suspends or abandons the execution of work and the Head of the District or Officer-in-charge comes to conclusion that work could not be completed by due date.

C. If the Placement Agency had been given by the Officer in-charge of work a notice in writing to rectify/replace any defective work and it fails to comply with the requirement within the specified period.

9.2. Upon rescission of the contract, Corporation shall encash and/or forfeit performance or other contractual securities.

9.3. The Corporation reserves the right to suspend and reinstate execution of the whole or any part of the Works without invalidating the provisions of the Contract. Orders for suspension or reinstatement of the Works will be issued by the Managing Director/Authorized official to the agency in writing. The time for completion of the Works may be extended for a period equal to duration of the suspension. Any necessary and demonstrable cost incurred by the Corporation as a result of such suspension of the Works will be paid by the placement agency, provided such costs are substantiated to the satisfaction of the Corporation. The Corporation shall not be responsible for any liabilities if suspension for any unsatisfactory performance or failure to discharge its duties is due to some default on the part of the agency.

10. TERMINATION FOR INSOLVENCY:

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

11. OPTIONAL TERMINATION BY MANAGING DIRECTOR

11.1 The Managing Director, CSMCL, may, at any time, cancel and terminate this contract by written notice to the Placement Agency. In such case(s) the Placement Agency shall be entitled to payment for the work done up to the time of such cancellation and a reasonable compensation in accordance with

the contract prices for any additional expenses already incurred for balance work.

11.2 The Managing Director, CSMCL, may, cancel or omit the execution of one or more items of work under this contract and the agency shall not be entitled to any form of compensation from the corporation.

11.3 Issuance of Notice

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

11.3.2 The final notice for rescission/termination of contract to the Placement Agency shall expressly state the precise date and time from which the rescission/termination would become effective. The following safe guards shall be taken while issuing the final notice :

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

12. INDEMNITIES

12.1 The Placement Agency shall at all times held Managing Director harmless and indemnify from and against all action, suits, proceedings, works, cost, damages, charges, claims and demands of every nature and description, brought or procured against Managing Director, its officers and employees and forthwith upon demand and cost (inclusive between attorney and client) and all costs incurred in endorsing this or any other indemnity or security which Managing Director may now or at any time have relative to do the work or the Placement Agency's obligation or in protecting or endorsing its right in any suit on other legal proceeding, charges and expense and liabilities resulting from or incidental or in connection with injury, damages of the Placement Agency or damage to property resulting from or arising out of or in any way connected with or incidental to the

operation caused by the contract documents. In addition, the Placement Agency shall reimburse Managing Director or pay to Managing Director forthwith on demand without protest or demur all cost, charges and expenses and losses and damages otherwise incurred by it in consequences of any claim, damages and actions which may be brought against Managing Director arising out of or incidental to or in connection with the operation covered by the Placement Agency.

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

13. ASSIGNMENT AND SUB-LETTING OF CONTRACT

The Contractor shall not assign, sublet or subcontract any part of the Contract at any time during contract period. Further, any Assignment/ Subletting/ Subcontracting, as above shall be void ab initio and the Corporation shall have right to terminate the work of concerned agency in case of violation of this clause.

14. FRUSTRATION OF CONTRACT

In the event there is frustration of the Contract because of supervening impossibility in terms of Section 56 of the Indian Contract Act, then the parties shall be absolved of their responsibility to perform the balance portion of the Contract.

15. FORCE MAJEURE:

- 15.1** If any time, during the currency of this contract, on the occurrence of any unforeseen event, beyond the control of either Party, directly interfering with the delivery of Services, the performance in whole or in part by either party of any obligation under this contract shall be prevented or delayed by reason of war, hostilities, acts of the public enemy, civil commotion, sabotage, fires, floods, explosion, epidemics, quarantine restrictions, strikes, lockouts, or act of god (herein after referred to as events), the affected Party shall, within a week from the commencement thereof, notify the same in writing to the other Party with reasonable evidence thereof.

Provided that, neither party shall by reason of such event be entitled to terminate this contract nor shall either party have any such claim for damages against the other in respect of such non-performance and work under the contract shall be resumed as soon as practicable after such event may come up to an end or cease to exist and the decision of the Corporation as to whether the work have been so resumed or not shall be final and conclusive.

Provided further that if the performance, in whole or part of any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 60 days either party may, at its option terminate the contract.

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

16. ARBITRATION

16.1 The parties shall try to resolve disputes amicably between them, in case of failure of the parties to do so the dispute shall be referred for arbitration as per this clause.

16.2 Any dispute arising from or associated with this contract shall be referred to arbitration for resolution. The arbitration shall be conducted as per the provisions of Indian Arbitration and Conciliation Act 1996.

16.3 The seat and venue of the arbitration shall be Raipur, Chhattisgarh, India.

17. SET OFF (RECOVERY OF SUM DUE)

17.1. Any sum of money due and payable to the Service Provider (including security deposit refundable to it) under this contract may be appropriated by Corporation and set off the same against any claim of Corporation for payment of a sum of money arising out of this contract or under any other contract made by Service Provider with Corporation.

17.2. In the event of said security deposit being insufficient, the balance of total amount recoverable, as the case may be shall be deducted from any sum due to the Service Provider under this or any other contract with The Managing Director, CSMCL, Raipur, Chhattisgarh. Should this amount be insufficient to cover the said full amount recoverable, the Service Provider shall pay to The Managing Director, CSMCL, Raipur, Chhattisgarh, on demand the balance amount, if any, due to The Managing Director, CSMCL, Raipur, Chhattisgarh within 30 days of the demand by Corporation.

17.3. If any amount due to the Corporation is so set off against the said security deposit, the Service Provider shall have to make good of the said amount so set off to bring the security deposit to the original value immediately by not later than 10 days.

18. PRE-CONTRACT INTEGRITY PACT

The successful Bidder has to sign Integrity Pact as per format given in **Annexure- VII.**

SECTION IV
SPECIAL CONDITIONS OF CONTRACT

1.
 - 1.1. The Corporation reserves the right to disqualify such bidders who have a record for not meeting contractual obligations against earlier contracts entered into with the Corporation.
 - 1.2. The Corporation reserves the right to black list a bidder for maximum period of 3 years in case it fails to honor its bid without sufficient grounds.
 - 1.3. The manpower shall not be blacklisted without enquiry and opportunity of being heard and the blacklisting can only be done by the Corporation for a maximum period of 3 years.
 - 1.4. Any clarification issued by Corporation, in response to query raised by prospective bidders shall form an integral part of bid documents and it may amount to amendment to relevant clauses of the bid documents.
 - 1.5. All work to be executed under the contract shall be executed under the direction and subject to the approval, in all respects, by the Manager of work site who shall be entitled to direct at what point or points, the manner of their commencement, and time to carry out of the same.
 - 1.6. If at any time after the commencement of the work, the Corporation may feel that execution of whole or part of work, as specified in the tender is not required to be carried out, then the Corporation shall give notice in writing of the fact to the Placement Agency who shall have no claim to any payment of compensation whatsoever on account of any profit or advantage which it might have derived in consequence of the full amount of the work not having been carried out, neither shall it have any claim for compensation by reason of any alterations having been made in the original specifications, drawings, designs and instructions which shall involve any curtailment of the work as originally contemplated.
 - 1.7. Whenever any claims against the Placement Agency for the payment of a sum of money arises out of or under the contract, the Corporation shall be entitled to recover such sum by appropriating in part or whole the security deposit of the Placement Agency, and to sell any Government promissory notes etc., forming the whole or part of such security or running/Final bill pending against any contract with the Corporation. In the event of the security being

insufficient or if no security has been taken from the Placement Agency, then the balance or the total sum recoverable as the case may be, shall be deducted from any sum then due or which at any time thereafter may become due to the Placement Agency under this or any other contract with Corporation. Should this sum be not sufficient to cover the full amount recoverable, the agency shall pay to Corporation on demand the balance remaining dues.

- 1.8.** No Gazette officer or any retired Gazette Officer employed in Corporation or any other Government Department/PSU is allowed to work as a Placement Agency for a period of two years after his/her retirement from Government service without obtaining permission from the Government. This contract is liable to be cancelled if either the Placement Agency or any of its employee is found at any time to be such person who hadn't obtained the permission of Government of India/Government of Chhattisgarh as aforesaid before submission of the engagement in the Placement Agency's service as the case may be.
- 1.9.** In the event of the contactor being, adjusted insolvent or going voluntarily into liquidation or having received order or other order under insolvency act made against it or in the case of company, of the passing of any resolution, or making of any order for winding up whether voluntarily or otherwise, or in the event of the Placement Agency failing to comply with any of the conditions herein specified, the Managing Director shall have the power to terminate the contract without any notice.
- 1.10.** Without prejudice to any of the rights or remedies under this contract, if the Partner(s) (in case of Partnership firm)/ Proprietor (in case of sole proprietorship firm) dies, the Managing Director may terminate the contract without compensation to the Placement Agency. However, Managing Director, at its discretion may permit Placement Agency's successors to perform the duties or engagements of the Placement Agency under the contract, in case of death. In this regard the decision of Managing Director shall be final.
- 1.11.** In the event of the Placement Agency, winding up its company on account of transfer or merger of its company with any other, the Placement Agency shall make it one of the terms and stipulations of the contract for the transfer of its properties and business, that such other person or company, shall continue to perform the duties or engagement of the Placement Agency under this contract and be subject to its liabilities there under.

1.12. Interpretation of the contract document:

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

1.13. Notification

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

1.14. Shut down on account of weather conditions:

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

2 QUALITY OF WORK:

The verification of quality and or quantity of works shall be done by District Head or any other officer authorized by Managing Director, CSMCL.

3 TAXES AND DUTIES:

No other fee, duty and taxes will be paid except GST.

4 PROTECTION OF LIFE AND PROPERTY AND EXISTING FACILITIES

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

5 LABOUR WELFARE MEASURES AND WORKMAN COMPENSATION

5.1 Obtaining License for work:

The contractor shall obtain a valid labour License from the Jurisdictional Labour Commissioner to engage the Contract labour/personnel as per Contract Labour Act, 1970 within a period of 60 days from the date of award of contract by the CSMCL and continue to have a valid license until the completion of work.

5.2 Contractors Labour Regulations:

5.2.1 Working Hours

5.2.1.1 Normally working hours of an employee should not exceed 8 hours a day. The working day shall be so arranged that inclusive of interval for rest, if any, it shall not spread over more than 12 hours on any day.

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

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

5.2.2 Display of Notice Regarding Wages etc.

The Placement Agency shall, before it commences its work on contract, display and correctly maintain and continue to display and correctly maintain, in a clear and legible condition in conspicuous places of the work, notices in English and in local Indian languages spoken by the majority of the workers, giving the minimum rates of the wages fixed by the Corporation.

5.2.3 Payment of Wages.

5.2.3.1 The Placement Agency shall fix wage periods in respect of which wages shall be payable.

5.2.3.2 No wage period shall exceed one month.

5.2.3.3 The wages of every person employed as contract labour in an establishment or by a Placement Agency, where less than one thousand such persons are employed shall be paid before the expiry of seventh day and in other cases before the expiry of tenth day after the last day of the wage period in respect of which the wages are payable.

5.2.3.4 Where the employment of any worker is terminated by or on behalf of the Placement Agency, the wages earned by him/her shall be paid before the expiry of the second working day from the date on which its employment is terminated.

5.2.3.5 Wages shall be paid without any deductions of any kind except those specified by the State Government by general or special order in this behalf or permissible under the Payment of Wages Act, 1936.

5.2.3.6 The Placement Agency has to pay wages to respective manpower at the prevailing minimum/revised minimum wages fixed by the Government.

5.2.3.7 A notice showing the wages period and the place and time of disbursement of wages shall be displayed at the place of work and a copy sent by the Placement Agency to the Manager under acknowledge.

5.2.3.8 It shall be the duty of the Placement Agency to ensure the disbursement of wages through bank account.

5.2.3.9 The Placement Agency shall obtain from the District Head or any other authorized representative of the District Head, as the case may be, a certificate under his/her signature at the end of the entries in the "Register of Wages" or the "Wage-cum-Muster Roll", as the case may be, in the following form:

"Certified that the amount shown in the column No..... has been paid to the workman concerned in his/her account".

5.2.4 Fines and deductions which may be made from wages.

5.2.4.1 The wages of a worker shall be paid to him/her without any deduction of any kind except the following:

- a)** Fines: Deductions for absence from duty i.e. from the place or the places where by the terms of his/her employment he/she is required to work. The amount of deduction shall be in proportion to the period for which he/she was absent.
- b)** Deductions for damage to or loss of goods expressly entrusted to the employed person for custody, or for loss of money or any other deductions which he/she is required to account, where such damage or loss is directly attributable to his /her neglect or default.
- c)** Deduction for recovery of advances or for adjustment of overpayment of wages, advances granted shall be entered in a register.
- d)** The agency while realizing payment as per clause 5.2.3.4 will only deduct amount of EPF contribution and no other deduction is to be done.

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

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

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

5.2.5 Labour Records.

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

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

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

5.2.5.4 Every worker should have a valid photo id issued by the placement agency which shall be carried by the worker at all times when he/she is in service in the shop. The placement agency shall have on its file the records of all workers with a valid photo id and address proof and such records shall be easily made available to the Corporation and its offices.

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

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

5.2.5.6 The Placement Agency shall maintain a Register of Fines.

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

5.2.5.8 The Placement Agency shall maintain a Register of Advances

5.2.5.9 The Placement Agency shall maintain a Register of Overtime.

5.2.6 Attendance card-cum wage slip

5.2.6.1 The agency shall issue an Attendance card cum wage slip to each worker employed by it.

5.2.6.2 The card shall be valid for each wage period.

5.2.6.3 The Placement Agency shall mark the attendance of each worker on the card twice each day, once at the commencement of the day and again after the rest interval, before he/she actually starts work.

5.2.6.4 The card shall remain in possession of the worker during the work period under reference.

5.2.6.5 The Placement Agency shall complete the wage slip portion on the reverse of the card at least a day prior to the disbursement of wages in respect of the wage period under reference.

5.2.6.6 The Placement Agency shall obtain the signature or thumb impression of the worker on the wage slip at the time of disbursement of wages and retain the card with it.

5.2.7 In case of appointment or termination of service of a worker by the placement agency, such termination has to be first approved by the respective District Head of the Corporation.

5.2.8 Service Certificate

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

5.2.9 Preservation of labour records

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

5.3 Group Insurance

The Placement Agency has to necessarily take group insurance for all the manpower engaged by it who are not covered under the provisions of THE EMPLOYEES' STATE INSURANCE ACT, 1948.

5.4 Power of labour officer to make investigations or enquiry

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

5.5 Report of Investigating officer and action thereon

The Investigating Officer or other persons authorized as aforesaid shall submit a report of result of its investigation or enquiry to the Manager/Managing Director indicating the extent, if any, to which the default has been committed with a note that necessary deductions from the Placement Agency's bill be made and the wages and other dues be paid to the labourers concerned. The

Officer-in-charge shall arrange payments to the labour concerned within 45 days from the receipt of the report from the Labour Officer or the authorized officer as the case may be.

5.6 Inspection of Books and Slips

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

5.7 Submission of Returns

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

5.8 Amendments

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

5.9 The Placement Agency shall also abide by the provisions of the Child Labour (Prohibition and Regulation) Act 1986.

5.10. Any failure to fulfil the requirement shall attract the penal provisions of this contract arising out of the resultant non-execution of work.

6. COMPLIANCE WITH LAWS AND REGULATION:

6.1. During the performance of the works the Placement Agency shall at its own cost and initiative fully comply with all applicable laws of the land and with any and all applicable by-laws rules, regulations and orders and any other provisions having the force of law made or promulgated or deemed to be made or promulgated by the Government, Governmental agency or Corporation, municipal board, Government or other regulatory or Authorized body or persons and shall provide all certificates of compliance therewith as may be required by such applicable law, by-laws, rules, regulations, orders and / or provisions.

6.2. The Placement agency shall specifically ensure compliance of various Labour Laws/Acts including their re-enactments/ amendments/ modifications.

6.3. The Placement Agency shall assume full responsibility for the payment of all contributions and payroll, taxes, as to its employees, servants or agents engaged in the performance of the work specified in the Placement Agency's documents.

6.4. The Placement Agency agrees as to undertake to save and hold the Corporation harmless and indemnified from and against any/ all penalties, actions, suits, losses and damages, claims and demands and costs (inclusive between attorney and client) charges and expenses whatsoever arising out or occasioned, indirectly or directly, by failure of the Placement Agency to make full and proper compliance with the said laws, by-laws, rules, regulations, orders and / or provisions as aforesaid.

7. NAUKARNAMA:

Every Manpower/Labour deployed in retail liquor shop by the agency shall have Naukarnama issued by the State Excise Department or its field offices as the case maybe. It shall be the duty of the Placement Agency to get a Naukarnama issued for every manpower prior to deployment in the shop.

SECTION V

SCOPE & SPECIFICATION OF THE WORK

1. The work involves supply of manpower for running of Retail shops and CSMCL establishments in respective districts as demanded by the Officer In- charge appointed by Managing Director, CSMCL.
2. The placement agency shall keep occupancy of manpower at minimum 95% at all liquor shops and CSMCL Offices at all times.
3. The shop should be run as per Chhattisgarh Excise Act, 1915 and rules framed under the act and other acts and rules as applicable for running the shops.
4. The employees have to follow the instructions issued by Excise Department, Government of Chhattisgarh and CSMCL for running of Liquor shops and other establishments of CSMCL.
5. The employees of Placement Agency will be responsible of all entries in online server and in Registers prescribed for running of shops.
6. The employees of Placement Agency will be responsible for all stock, equipment's, infrastructure and cash collected in shop.
7. The employees of Placement Agency will provide the services to CSMCL and customers up to their satisfaction under the framed rules.
8. The employees of Placement Agency will be responsible for cleanliness of shop premises.
9. The employees of Placement Agency will be responsible for reporting of any illegal activity in and around shop to their placement agency and also to the District Officers of CSMCL.
10. The placement agency shall ensure that any person who has been blacklisted in the last 3 years either by CSMCL or any other Organization/PSU/Department/Private entity anywhere are not provided by it to CSMCL at any time.
11. CSMCL shall not be liable for any kind of deposit taken by the Placement agency from the manpower provided by it to CSMCL. It will be the sole liability of the placement agency.

12. The placement Agency along with representative of CSMCL District head will conduct inspection of shop on fortnightly basis for adherence of rules and instructions.

13. Minimum Qualification

a. Assistant Grade-III:

- i.** Minimum qualification: Graduate or equivalent
- ii.** Age Minimum 21 years
- iii.** Experience in retail sale will be preferred.
- iv.** He/She should be resident of Chhattisgarh; domicile certificate in this regard should be provided

b. Chief Salesman:

- i.** Minimum qualification: Graduate or equivalent
- ii.** Age Minimum 21 years
- iii.** Experience in retail sale will be preferred.
- iv.** He/She should be resident of Chhattisgarh; domicile certificate in this regard should be provided.

c. Sales Man:

- i.** Minimum qualification: 12th Pass
- ii.** Age Minimum 21 years
- iii.** Experience in retail sale will be preferred.
- iv.** He/She should be resident of Chhattisgarh; domicile certificate in this regard should be provided.

d. Multipurpose Worker:

- i.** Minimum qualification: Minimum 8th Pass.
- ii.** Age Minimum 21 years
- iii.** Experience in retail sale will be preferred.
- iv.** He/She should be resident of Chhattisgarh; domicile certificate in this regard should be provided.

e. Legal Officer: -

- i.** Minimum qualification: Law Graduate (5 year Integrated Course)
- ii.** Should have experience in Government Sector of atleast one year on regular or contract or outsource basis.
- iii.** Age: Minimum 21 years
- iv.** He/She should be resident of Chhattisgarh; domicile certificate in this regard should be provided.

- f. Manager (IT)**
- i.** Minimum qualification: BE/B.Tech (IT/CSE) or M.Sc. (IT/CS) or MCA.
 - ii.** Should have experience in Government Sector of atleast one year on regular or contract or outsource basis.
 - iii.** Age: Minimum 21 years
 - iv.** He/She should be resident of Chhattisgarh; domicile certificate in this regard should be provided.
- 14.** Compulsory conduction of medical fitness and police verification of the manpower supplied will be the responsibility of the manpower supplying agency.
- 15.** The manpower shall be responsible for the security of all movable & immovable assets of CSMCL establishments. In case of any loss or theft the same will be recovered from the pending bills/Security Deposit.
- 16.** The personnel deployed shall be smartly dressed in proper uniform and always with Identity Card. The agency shall provide fully trained and disciplined personnel who should be well behaved and well mannered.
- 17.** If the agency wishes to replace any of the personnel, the same shall be done after prior consultation with the CSMCL. The full particulars of the personnel to be deployed by the agency including the names and address shall be furnished to the CSMCL along with testimonials before they are actually deployed for the job.
- 18.** In the event of manpower being on leave/absent, the agency shall ensure suitable alternative arrangement to make up for such absence.
- 19.** As and when CSMCL requires additional manpower on temporary or emergency basis, the agency will provide such personnel in accordance with pro-rata rates. For the same, a notice of two days will be given by CSMCL.
- 20.** Manpower engaged on day-to-day works should not be utilized for carrying out the occasional work for which the agency has to engage extra manpower.
- 21.** The agency will be responsible for payment to the concerned manpower as per prevailing rates notified by CSMCL Head office.
- 22.** In case the minimum wages as per prevailing law exceeds the payment so fixed for different category of manpower on any date, the wages concerned will be revised.

23. The agency has to provide a uniform and name badge along with Photo ID card with CSMCL monogram/logo. No employee of the manpower agency will perform duty without prescribed uniform.

a. In case the employee is found without uniform and/or Photo ID card the agency will be fined with a penalty of up to Rs 5000/- per employee.

b. Two sets of uniform will be provided to each employee on six monthly basis.

24. PAYMENT TO MANPOWER

24.1. The payments to the different Category of manpower will be made as per following details below:-:-

A. MONTHLY PAY OF MANPOWER

S.No.	Manpower Details	Pay Per Month (In INR)
1	LEGAL OFFICER	40,840/-
2	MANAGER (IT)	40,840/-
3	AG-3	18,655/-
4	CHIEF SALESMAN	18,655/-
5	SALESMAN	12,675/-
6	MULTI PURPOSE WORKER	10,620/-

B. OVERTIME PAY OF MANPOWER

S.No.	Manpower Details	Pay Per Overtime Hour (In INR Rounded Off)
1	AG-3	179/-
2	CHIEF SALESMAN	179/-
3	SALESMAN	122/-
4	MULTI PURPOSE WORKER	102/-

24.2. The liquor shops are operated as per The Chhattisgarh Excise Act, 1915 and Rules framed therein. These Liquor shops are open on all days except dry days. In order to compensate for holidays 4 days extra salary will be paid on above monthly salary.

24.3. Extra duty hours beyond 8 Hours shall also be paid.

- 24.4.** The detailed requirement of Manpower is enclosed in Annexure-IX.
- 24.5.** The Placement Agency will be paid 9% fixed charge amount on the Salary paid to employees.
- 25.** Every field manager/officer shall only be appointed by the Placement Agency after a written approval by the Corporation.
- 26.** The manpower of placement agency shall not go for strike.
- 27.** No manpower of the placement agency will work under the influence of alcohol or any kind of intoxication. If found so, penalty will be imposed on the placement agency.
- 28.** The manpower of agency should not bring any article/material/stores that are not required in connection with the performance of their work.
- 29.** The agency's authorized representative (Owner /Director /Partner /Manager) shall personally contact Head Office of the CSMCL or the office in charge of at least once a month to get a feedback on the services rendered by the agency viz-a-viz corrective action required to make the services more efficient.

ANNEXURE – I

BID FORM

Tender No: - CSMCL/Tender/2024-25/2

To,

The Managing Director,

CSMCL,

Raipur, Chhattisgarh

Dear Sir/Ma'am,

1. Having examined the conditions of contract and specifications including addenda the receipt of which is hereby duly acknowledged, we, undersigned, offer to execute the work of supply of manpower to CSMCL in conformity with the said conditions of contract and specifications as may be ascertained in accordance with the schedule of work and schedule of prices, I/We hereby submit bid for Zone No._____ for empanelment.
2. We undertake, if our Bid is accepted, to complete the services specified in the contract, within specified period from the date of issue of respective work order.
3. We agree to abide by this Bid for a period of 90 days from the date fixed for Bid opening and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
4. Until a formal agreement is prepared and executed, this Bid together with your written acceptance thereof in your notification of award shall constitute a binding contract between us.
5. Bid submitted by us is properly sealed and prepared so as to prevent any subsequent alteration and replacement.
6. We understand that you are not bound to accept any bid, you may receive.

Dated this _____ day of _____ 2024

Name and Signature _____

In the capacity of _____

Duly authorized to sign the bid for and on behalf
of _____

Witness _____

Address _____

Signature _____

ANNEXURE - II
BIDDER'S PROFILE

Affix
photograph
of
Authorized
Signatory

1. Name of the Bidder_____
2. Name of the person submitting the bid whose photograph is affixed
Shri/Sushri_____
- (In case of Proprietary/ Partnership firms/Company, the bid has to
be signed by Proprietor/Authorized Partner/Person only, as the case
maybe)
3. Address of the Bidder_____
- _____
4. E-mail address:_____
5. Telephone no. (with STD code)
- (O)_____
- (Fax)_____
- (R)_____
- (M)_____
6. Registration & particulars of the Agency:
- (i) Proprietorship
- (ii) Partnership
- (iii) Limited Liability Partnership
- (iv) Company
- (Please attach attested copies of documents of registration of your Agency with
the competent authority as required by law)
7. Name of Proprietor/Partners/Directors_____
- _____
8. Any other information/ documents, which may help in assessing bidder's
abilities
9. Bidder's bank, its address and account number (Attach Copy)-

10. Permanent Account Number _____
- (Attach Copy)
11. Registration with EPFO:- Registration No_____
- (Attach Copy)

12. Registration with ESIC:- Registration No _____
(Attach Copy)

13. GST Registration No _____
(Attach Copy)

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

Place:

Signature of the Bidder with Seal

Date:

ANNEXURE- III
NO NEAR RELATIVE CERTIFICATE

“I _____, S/o/D/o _____, R/o _____
_____ hereby certify that none of my relative(s) is/ are employed in Corporation unit as per details given in Bid document. In case at any stage, it is found that the information given by me is false/incorrect, Corporation shall have the absolute right to take any action as deemed fit, without any prior intimation to me.”

Signed _____

For and on behalf of the

Placement Agency

Name(caps) _____

Position _____

Date _____

The near relative (s) means:

- a) Members of a Hindu Undivided family;
- b) Husband and wife.
- c) The one is related to the other in manner as father, mother, son(s) & son's wife (daughter- in-law), Daughter (s) & daughter's husband (son-in-law), brother (s) and brother's wife, sister (s) and sister's husband (brother-in-law)

(In case of proprietorship firm, certificate will be given by the proprietor, and in case of partnership firm, certificate will be given by all the partners and in case of Limited Company by all the Directors of the Company or Company Secretary on behalf of all Directors. Any breach of these conditions by the Company or firm or any other person, the tender/work will be cancelled and earnest money/security deposit will be forfeited at any stage whenever it is so noticed. The Corporation will not pay any damages to the Company or Firm or the concerned person. The Company or Firm or the persons will also be debarred for further participation in the concerned unit.)

ANNEXURE-IV

PERFORMANCE SECURITY BOND

In consideration of Chhattisgarh State Marketing Corporation Limited (here-in-after called the CSMCL, Raipur) having agreed to exempt _____ (here in after called the said Service Provider(S) from the demand of security deposit / earnest money of ₹ _____ on production of Bank Guarantee for Rupees. _____ for the due fulfillment by the said Service Providers of the terms & conditions to be contained in an Agreement in connection with the contract for supply of _____ we, (name _____ of _____ the _____ bank) _____ (hereinafter referred to as "the Bank") at the request of _____ Service Provider's do hereby undertake to pay to the CSMCL, Raipur, _____ an amount of not exceeding _____, against any loss or damage caused to or suffered or would be caused to or suffered by the CSMCL, Raipur, _____ by reason of any breach by the said Service Provider's of any of the terms & conditions contained in the said agreement.

2. We (name of the bank) _____ do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the CSMCL, Raipur, _____ stating that the amount claimed is due by way of loss or damages caused to or would be caused to or suffered by the CSMCL, Raipur, _____ reason of breach by the said Service Provider's of any of the terms & conditions contained in the said agreement or by reason of the Service Providers failure to perform the said Agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee where the decision of the CSMCL, Raipur, _____ in these counts shall be final and binding on the bank. However, our liability under this guarantee shall be restricted to an amount not exceeding ₹ _____.

3. We undertake to pay to the CSMCL, Raipur, _____ any money so demanded notwithstanding any disputes raised by the Service Provider(s)/supplier(s) in any suit or proceeding pending before any court or tribunal relating thereto our liability under the present being absolute and equivocal. The payment so made by us under this bond shall be valid discharge of our liability for payment there under and

the Service Provider(s)/ supplier(s) shall have no claim against us for making such payment.

4. We (name of the bank) _____ further agree that the guarantee herein contained shall remain in full force and effect immediately for a period of _____ year from date herein and further agrees to extend the same from time to time (_____ year after) so that it shall continue to be enforceable till all the dues of the CSMCL, Raipur, _____ under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or till CSMCL, Raipur, _____ certifies that the terms & conditions of the said agreement have been fully and properly carried out by the said Service Provider(s) and accordingly discharges this guarantee.

5. We (name of the bank) further agree with the CSMCL, Raipur, _____ that the CSMCL, Raipur, _____ shall have the fullest liberty without our consent and without affecting in any manner our obligations here under to vary and of the terms & conditions of the said agreement or to extend time of performance by the said contactor(s) from time to time or to postpone for any time to time any of the powers exercisable by the CSMCL, Raipur, _____ against the said Service Provider(s) and to forbear or enforce any of the terms & conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Service Provider(s) or for any forbearance, and or any omission on the part of the CSMCL, Raipur, _____ or any indulgence by the CSMCL, Raipur, _____ to the said Service Provider(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

6. This guarantee will not be discharged due to the change in the constitution of the Bank or the Service Provider(s) / supplier(s)

7. This guarantee shall be irrevocable and the obligations of the Bank herein shall not be conditional to any prior notice by CSMCL, Raipur.

Dated: _____

For _____

(Indicating the name of the bank)

N.B. This guarantee should be issued on non-judicial stamped paper, stamped in accordance with the stamp act.

ANNEXURE – V

FORMAT OF AGREEMENT

This agreement is made on thisday of (month)(year)between M/s(Name of Placement Agency) hereinafter called “The Placement Agency” (Which expression shall unless excluded by or repugnant to the context, include its successors, the executors, administrative representative and assignee) acting through its authorized officialof the one part

AND

Managing Director, CSMCL, Chhattisgarh (herein after called the Corporation whose term includes its successors and assignees) and acting through its authorized officialat O/o Managing Director, CSMCL, Raipur, Chhattisgarh on behalf of CSMCL, on other part.

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

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

1. The Placement Agency, shall, during the period of this contract that is to say from to or completion of work, whichever is earlier or until this contract shall be determined by such notice as is hereinafter mentioned, safely carryout by means of laborers employed at its own expenses and by means of tools, implements and equipment etc. to be supplied by it to its labour at its own expenses and all works as described in tender documents (annexed to the agreement), when the Corporation or Managing Director or any other persons authorized by Managing Director in that behalf require. It is understood by the Placement Agency that the quantity of work mentioned on the schedule is likely to change as per actual requirements as demanded by exigencies of service.
2. The Tender Document No. CSMCL/Tender/2024-25/2, Dated: 19-02-2024, shall form part and parcel of this Agreement and integral part of this agreement.

3. The Bid document (Qualifying), letter of intent, approved rates, annexed hereto and such other additional particulars, instructions, work orders as may be found requisite to be given during execution of the work shall be deemed and taken to be an integral part of the contract and shall also be deemed to include in the expression "The Agreement" or "The Contract" wherever herein used.
4. The Placement Agency shall also supply the requisite number of workmen with means & materials as well as tools, appliance, machines, implements, etc. required for the proper execution of work within the time prescribed in the work orders.
5. The Placement Agency hereby declares that nobody connected with or in the employment of Managing Director is not/shall not ever be admitted as partner in the contract.
6. The Placement Agency shall abide by the terms and conditions, rules, guidelines, construction practices, safety precautions etc. stipulated in the tender document including any correspondence between the Placement Agency and the Managing Director having bearing on execution of work and payments of work to be done under the contract.

7. Non-Disclosure Clause:

The Placement Agency shall not disclose directly or indirectly any information, materials and details of the CSMCL infrastructure / systems/ equipment etc., which may come to the possession or knowledge of the Placement Agency during the course of discharging contractual obligations in connection with this agreement, to any third party and shall at all times hold the same in strictest confidence. The Placement Agency shall treat the details of the contract as private and confidential, except to the extent necessary to carry out the obligations under it or to comply with the applicable laws. The Placement Agency shall not publish, permit to be published, or disclose any particulars of the works in any trade or technical paper or elsewhere without the previous written consent of the CSMCL. The Placement Agency shall take all appropriate actions with respect to its employees to ensure that the obligations of non-disclosure of confidential information under this agreement are fully satisfied. The Placement Agency obligations with respect to non-disclosure and confidentiality will survive the expiry or termination of this agreement for whatever reason.

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

Above written:

**Signed sealed & delivered by
the above named Placement
Agency in the presence of.**

Witness:

- 1.
- 2.

**Signed & delivered on behalf
of the Managing Director by
the**

Witness:

- 1.
- 2.

ANNEUXRE – VI

LETTER OF AUTHORISATION FOR ATTENDING BID OPENING

(To reach on _____ or before date of bid opening)

To

**Managing Director,
CSMCL
RAIPUR, CHHATTISGARH,**

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

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

Order of Preference	Name	Specimen Signature
I.		
II.		

Alternate Representative

Signature of bidder

Or

Officer authorized to sign the bid

Documents on behalf of the bidder

Note:

1. Maximum of two representatives will be permitted to attend bid opening. In cases where it is restricted to one, first preference will be allowed. Alternate representative will be permitted when regular representatives are not able to attend.
2. Permission for entry to the hall where bids are opened may be refused in case authorization as prescribed above is not received.

ANNEXURE – VII

PRE-CONTRACT INTEGRITY PACT

1. GENERAL

1.1. This pre-bid contract Agreement (herein after called the Integrity Pact) is made onday of the month20..... between, the CSMCL acting through..... (Designation of the Officer, CSMCL Ltd.) (hereinafter called the "BUYER", which expression shall mean and include, unless the context otherwise requires, his/her successors in the office and assigns) and the First Party, proposes to procure (name of the Stores/Equipment/Work/Service) and M/s represented by Shri Chief Executive Officer (hereinafter called the "BIDDER/Seller", which expression shall mean and include, unless the context otherwise requires, his/her successors and permitted assigns) and the Second Party, is willing to offer/ has offered.

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

2. OBJECTIVES

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

2.1. Enabling the BUYER to obtain the desired Stores/Equipment/Work/Service at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and

2.2. Enabling BIDDERS to abstain from bribing or indulging in any corrupt practices in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing any corrupt practices and the BUYER will commit to prevent corruption, in any form, by its official by following transparent procedures.

3. COMMITMENTS OF THE BUYER

The BUYER commits itself to the following: -

3.1. The BUYER undertakes that no official of the BUYER, connected directly or indirectly with the contract, will demand, take promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favor or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.

3.2. The BUYER will, during the pre-contract stage, treat BIDDERS alike, and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to the other BIDDERS.

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

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

4. COMMITMENTS OF BIDDERS

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

4.1. The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favor, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.

4.2. The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favor, any material or immaterial benefit or other advantage, commission, fees, brokerage, or inducement to any official of the BUYER or otherwise in procuring the Contract of forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Government for showing or forbearing to show favor or dis-favor to any person in relation to the contract or any other contract with the Government.

4.3. The BIDDER further confirms and declares to the BUYER that the BIDDER in the original Manufacture/Integrator/Authorized Government sponsored export entity of the stores and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the BUYER or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.

4.4. The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payment he has made, is committed to or intends to make to officials of the BUYER or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.

4.5. The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.

4.6. The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.

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

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

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

5. PREVIOUS TRANSGRESSION

5.1. The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public-Sector Enterprise in India/Chhattisgarh or any Government Department in India/Chhattisgarh that could justify BIDDER's exclusion from the tender process.

5.2. If the BIDDER makes incorrect statement on this subject, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

6. EARNEST MONEY & SECURITY DEPOSIT

6.1. Every BIDDER while submitting bid, shall deposit an amount as specified in tender as Earnest Money Deposit/ Performance security deposit, with the corporation through any of the following instruments:

(i) Earnest Money deposit through Bank Draft in favor of Managing Director CSMCL, Raipur payable at Raipur

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

6.2 The Security Deposit shall be valid up to a period of four years or the complete conclusion of the contractual obligations to the complete satisfaction of both the BIDDER and CSMCL, including warranty period, whichever is later.

6.3 No interest shall be payable by the corporation to the BIDDER on Earnest Money/Security Deposit for the period of its currency.

7. SANCTIONS FOR VIOLATIONS

7.1. Any breach of the aforesaid provisions by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the BUYER to take all or any one of the following actions, wherever required: -

(i) To immediately call off the pre-contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.

(ii) To forfeit fully or partially the Earnest Money Deposit (in pre-contract stage) and/or Security Deposit/Performance Bond (after the contract is signed), as decided by the BUYER and the CSMCL shall not be required to assign any reason therefore.

(iii) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.

(iv) To recover all sums already paid by the CSMCL, and in case of the Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate while in case of a BIDDER from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER from the BUYER in connection with any other contract such outstanding payment could also be utilized to recover the aforesaid sum and interest.

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

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

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

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

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

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

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

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

8. INDEPENDENT MONITORS

8.1. The CSMCL will appoint Independent Monitors (hereinafter referred to as Monitors) for this Pact.

8.2. 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.

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

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

8.5. 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 CSMCL.

8.6. The Monitor will submit a written report to the designated Authority of CSMCL/Manager in the Corporation/within 8 to 10 weeks from the date of reference or intimation to him by the CSMCL/BIDDER and, should the occasion arise, submit proposals for correcting problematic situations.

9. FACILITATION OF INVESTIGATION

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

10. LAW AND PLACE OF JURISDICTION

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

11. 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.

12. VALIDITY

12.1. The validity of this Integrity Pact shall be from the date of its signing and extend up to 4 years or the complete execution of the contract to the satisfaction of both the CSMCL and the BIDDER/Seller whichever is later. In case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract.

12.2. 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.....

BUYER SIGNATURE
Name of the Officer
Designation
Department/ PSU

BIDDER SIGNATURE
CHIEF EXECUTIVE OFFICER

Witnesses

1).....

.....

2).....

.....

Witnesses

1).....

.....

2).....

.....

ANNEXURE -VIII

**TENDER FOR EMPANELMENT OF PLACEMENT AGENCY FOR
SUPPLY OF MANPOWER TO CHHATTISGARH STATE MARKETING
CORPORATION LTD.**

PRICE SCHEDULE

Tender No: - CSMCL/Tender/2024-25/2

S.No.	Amount payable by Corporation	
(1)	(2)	(3)
1	Wages of manpower supplied by agency	As per Clause No. 24 of Section No. V
2	EPF/ESIC Contribution by Employer	As per the Employees Provident Funds & Miscellaneous Provisions Act, 1952 and Rules framed under this Act and the Employees' State Insurance Act, 1948 and Rules framed under this Act along with their time to time amendments.
3.	The management Charges of the agency (On the wages to be paid by the agency as per Clause No. 24 of Section No. V)	9% (Fixed)

NOTE: GST will be paid as per prevailing government orders.

Signature of the Bidder with Seal

ANNEXURE -IX**ZONE-WISE REQUIREMENT OF MANPOWER**

ZONE-WISE MANPOWER					
ZONE NO.	DISTRICT	AG-III	CHIEF SALESMAN	SALESMAN	MULTI PURPOSE WORKER
1	CSMCL Head Office	25	0	0	16
	Raipur	0	82	383	89
TOTAL		25	82	383	105
2	Balodabazar-Bhatapara	0	28	87	28
2	Sarangarh-Bilaigarh	0	21	41	21
TOTAL		0	49	128	49
3	Durg	0	65	287	64
TOTAL		0	65	287	64
4	U.B. Kanker	0	12	38	13
	Kondagaon	0	5	17	5
	Mohla-Manpur-Ambagarh Chowki	0	4	11	4
	Balod	0	20	92	20
	Narayanpur	0	3	5	3
TOTAL		0	44	163	45
5	Bilaspur	0	73	229	74
TOTAL		0	73	229	74
6	Dhamtari	0	28	98	28
	Bastar	0	5	24	6
	D.B. Dantewada	0	5	18	6
	Bijapur	0	5	14	6
	Sukma	0	4	13	6
TOTAL		0	47	167	52
7	Janjgir-Champa	0	50	124	49
	Sakti	0	18	49	18
TOTAL		0	68	173	67
8	Rajnandgaon	0	19	100	22
	Kabirdham	0	24	77	24
TOTAL		0	43	177	46
9	Korba	0	38	90	38
	Manendragarh-Chirmiri-Bharatpur	0	18	36	18
	Koriya	0	5	11	6
	Surajpur	0	11	22	11
TOTAL		0	72	159	73

10	Khairagarh-Chuikhadan-Gandai	0	11	34	11
	Bemetara	0	17	69	18
	Mungeli	0	16	60	16
	Gourela-Pendra-Marwahi	0	4	11	3
TOTAL		0	48	174	48
11	Raigarh	0	37	97	37
	Jashpur	0	11	29	10
	Sarguja	0	10	32	10
	Balrampur- Ramanujganj	0	5	7	6
TOTAL		0	63	165	63
12	Mahasamund	0	40	112	40
	Gariyaband	0	16	49	16
TOTAL		0	56	161	56
GRAND TOTAL		25	710	2366	742

ZONE NO.	DISTRICT	LEGAL OFFICER	MANAGER IT
1	CSMCL HEAD OFFICE, RAIPUR	1	1

ANNEXURE - X

CHECK-LIST

Bidders are requested to duly fill in this Check List. 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. Bidders are requested to tick mark the relevant option.

I.	Whether the Bidder has filled the Bidder's profile as per format given in the tender document.	YES/NO
II.	Whether the requisite receipt of Earnest Money Deposit (EMD) and Tender Fee from the Bidder has been enclosed with the technical proposal.	YES/NO
III.	Whether the following details have been furnished:	
	1. Turnover certificate from CA of last three financial years.	YES/NO
	2. Certified copies of Profit & Loss Account, Balance Sheet etc. of last three Financial years.	YES/NO
	3. Power of attorney of the person signing the offer and attested signature of the signatory.	YES/NO
	4. Has it been ensured that there are no over-writings in the offer? Have corrections been properly attested by the persons(s) signing the Bid	YES/NO
IV.	Are all the pages of the offer submitted consecutively numbered, signed and stamped by the person(s) signing the offer.	YES/NO
V.	Bidder has quoted his offer strictly as per the form of financial offer given in the offer document.	YES/NO
VI.	Documents related to Eligibility criteria-	
	1. Self-attested copy of Partnership Agreement /Memorandum of Association and Article of Association along with Certificate of Incorporation etc. whichever is applicable.	YES/NO
	2. IT Returns of last 3 financial years	YES/NO
	3. Experience Certificate as per Section II clause 3.5	YES/NO
	4. Experience Certificate as per Section II clause 3.9	YES/NO

5. Certificate of “No near relative”	YES/NO
6. Copy of EPF Registration certificate And Proof of EPF deposit of minimum average 1000 employees	YES/NO
7. Copy of ESIC Registration certificate	YES/NO
8. Copy of GST Registration Certificate along with copy of latest filed GST return	YES/NO
9. Copy of Valid Labour License Certificate	YES/NO
10. Affidavit of “Blacklisting and Non- Blacklisting” by Government /Semi Government or any other statutory body as per Section II clause 3.11.	YES/NO
11. Declaration towards non-tampering of tender document.	YES/NO
12. Valid Bank Solvency certificate of value of Rs. 4 crore.	YES/NO

Signature of the Bidder with Seal

ANNEXURE - XI

MARKS CALCULATION CHART

**MARKS CALCULATION CHART AS PER MARKING CRITERIA LAID DOWN IN
CLAUSE NO. 12.6.1 OF SECTION III**

S.No	Criteria	Marks Detail
1	Minimum average of 1000 employees EPF deposit should have been done in a period of six months i.e. from 01/07/2023 to 31/12/2023. (Minimum 4 marks for 1000 employees and additional 2 marks for each additional 500 employees.)	1. Less than 1000 Employees - 0 Marks 2. 1000 employees - 4 Marks 3. 1500 employees - 6 Marks 4. 2000 employees - 8 Marks 5. 2500 employees - 10 Marks 6. 3000 employees - 12 Marks 7. 3500 employees - 14 Marks 8. 4000 employees - 16 Marks 9. 4500 employees - 18 Marks 10. 5000 employees and above - 20 Marks
2	Valid Labour License of minimum 1000 Labourers. (Minimum 4 Marks for 1000 labours and additional 2 marks for each additional 200 labours)	1. Less than 1000 Labourers - 0 Marks 2. 1000 Labourers - 4 Marks 3. 1200 Labourers - 6 Marks 4. 1400 Labourers - 8 Marks 5. 1600 Labourers - 10 Marks 6. 1800 Labourers - 12 Marks 7. 2000 Labourers - 14 Marks 8. 2200 Labourers - 16 Marks 9. 2400 Labourers - 18 Marks 10. 2600 Labourers and above - 20 Marks

3	<p>Experience of supply of manpower in any Government Department/Government Institute/Government Organization/PSU/Co-operative Society operating in Retail sale of Liquor/ Wholesale of Liquor or experience of supply of manpower to any Government Department/Government Institute/Government Organization /PSU /Cooperative Society/Private Sector Company engaged in retail sale/wholesale of FMCG goods of annual work value of Rs. 4.00 Crores or more in at least two years during the last three financial years i.e. FY 2020-21, FY 2021-22 and FY 2022-23. (Minimum 4 marks for Rs. 4.00 Crores annual work value and additional 2 marks for each additional work value of Rs. 1 Crore.)</p> <p>Note: For the purpose of marking, average of work value of last 3 financial years as mentioned above will be considered.</p>	<p>Average work value of FYs 2020-21, 2021-22 and 2022-23</p> <ol style="list-style-type: none"> 1. Less than Rs. 4 Crores - 0 Marks 2. Rs. 4 Crores - 4 Marks 3. Rs. 5 Crores - 6 Marks 4. Rs. 6 Crores - 8 Marks 5. Rs. 7 Crores - 10 Marks 6. Rs. 8 Crores - 12 Marks 7. Rs. 9 Crores - 14 Marks 8. Rs. 10 Crores - 16 Marks 9. Rs. 11 Crores - 18 Marks 10. Rs. 12 Crores and above - 20 Marks
4	<p>Bidder should have average annual turnover of Placement/Manpower work of atleast Rs.50.00 Crores in the past three completed consecutive financial years i.e. FY 2020-21, FY 2021-22 and FY 2022-23.</p> <p>(Minimum 4 marks for Rs. 50.00 Crores turnover and additional 2 marks</p>	<p>Average annual turnover of FYs 2020-21, 2021-22 and 2022-23</p> <ol style="list-style-type: none"> 1. Less than Rs. 50 Crores - 0 Marks 2. Rs. 50 Crores - 4 Marks 3. Rs. 55 Crores - 6 Marks 4. Rs. 60 Crores - 8 Marks 5. Rs. 65 Crores - 10 Marks 6. Rs. 70 Crores - 12 Marks 7. Rs. 75 Crores - 14 Marks

	<p>for each additional turnover of Rs. 5 Crores.)</p> <p>Note: For the purpose of marking, average of turnover of last 3 financial years as mentioned above will be considered.</p>	<p>8. Rs. 80 Crores - 16 Marks</p> <p>9. Rs. 85 Crores - 18 Marks</p> <p>10. Rs. 90 Crores and above - 20 Marks</p>
5	<p>Experience of supply of minimum 400 nos. manpower to any Government Department/Government Institute/Government Organization/PSU/Co-operative Society operating in Retail sale of Liquor/ Wholesale of Liquor or experience of supply of manpower to any Government Department/Government Institute/Government Organization/PSU /Cooperative Society/Private Sector Company engaged in retail sale/wholesale of FMCG goods for atleast two years during the last three financial years i.e. FY 2020-21, FY 2021-22 and FY 2022-23.</p> <p>(Minimum 4 marks for 400 employees and additional 2 marks for each additional 50 employees.)</p> <p>Note: For the purpose of marking, average of employees of last 3 financial years as mentioned above will be considered.</p>	<p>Average of supply of Manpower of FYs 2020-21, 2021-22 and 2022-23</p> <p>1. Less than 400 Manpower - 0 Marks</p> <p>2. 400 Manpower - 4 Marks</p> <p>3. 450 Manpower - 6 Marks</p> <p>4. 500 Manpower - 8 Marks</p> <p>5. 550 Manpower - 10 Marks</p> <p>6. 600 Manpower - 12 Marks</p> <p>7. 650 Manpower - 14 Marks</p> <p>8. 700 Manpower - 16 Marks</p> <p>9. 750 Manpower - 18 Marks</p> <p>10. 800 Manpower and above - 20 Marks</p>

ANNEXURE- XII

PROFORMA FOR AFFIDAVIT TO BE SUBMITTED BY THE BIDDER

(For genuineness of the information submitted with Bid Document and authenticity of the documents Submitted before Tender Committee for verification in support of his/her eligibility)

(On Non Judicial Stamp Paper of requisite value as per Stamp Act value.)

AFFIDAVIT

I/We, -----, authorized representative of M/s-----

----- do here by solemnly affirm and state on oath as under and declare that:

1. I/We am/are submitting tender for supply/works/services of ----- against Bid No -----dated -----.
2. All information submitted by me/us in respect of fulfilment of eligibility criteria and qualification information of this Tender is complete, correct and true.
3. I/We and our facilities is/are not banned/suspended/Black Listed by CSMCL/Any Department of Govt. of Chhattisgarh/Local Authorities/Any other Government Bodies or Any Department of Govt. of India.
4. All Copy of documents, wherever applicable, submitted by me / us in support of the information furnished by me/us towards eligibility are valid and authentic.
5. I/We am/are a Micro/ Small Enterprise covered under the provision of Micro Small and Medium Enterprises Act' 2006 and registered with the authority of the State Government.

Or

I/We am/are not a Micro/ Small Enterprise covered under the provision of Micro Small and Medium Enterprises Act 2006 and registered with the authority of the State Government.

6. Any related party of us as defined in Section 2(77) of Companies Act, 2013 and clause 11.13 of Section III of the tender document has not participated in this tender in the name of any other Company, LLP, Partnership Firm, Proprietorship Firm or through HUF.

7. I/We will be governed by “CSMCL CODE” and will accept all terms and conditions prescribed in the code in addition to the clauses of the tender document and agreement clauses.

8. If any information submitted by me/us with Tender Document and copy of documents provided in support of the information by me/us towards eligibility is found to be false / incorrect at any time, CSMCL may cancel my Tender and penal action as deemed fit may be taken against me / us, including termination of the contract, forfeiture of Earnest Money / Security Deposit and banning / Black listing of our Organization /Firm and all partners of firm or Director of Company.

VERIFICATION

I, (Full Name _____) on solemn affirmation and oath that all the facts stated in paragraphs 1 to 8 are correct to the best of my knowledge and belief and nothing is false or concealed. The contents being true I swear this affidavit.

Solemnly affirmed at _____ on ___ day of _____ 2024.

Signature of the Tenderer

Signature and Seal of Notary