

CHHATTISGARH STATE MARKETING CORPORATION LTD.

RAIPUR, CHHATTISGARH



**NOTICE INVITING RE-TENDER FOR TRANSPORT OF COUNTRY
LIQUOR & FOREIGN LIQUOR (SPIRIT & MALT) TO VARIOUS
RETAIL UNITS.**

(ZONE NO. 9 AND 11)

T. No.: CSMCL/Tender/2024-25 /7

Dated: 01.05.2024

DATE OF TENDER	01.05.2024
LAST DATE AND TIME OF TENDER SUBMISSION	22.05.2024, 15:00 HRS.
DATE AND TIME OF OPENING THE TECHNICAL BID	22.05.2024, 16:00 HRS.

NAME & ADDRESS OF TENDERER:

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

CHHATTISGARH STATE MARKETING CORPORATION LIMITED

4th Floor, Aabkari Bhawan, Raipur, C.G.

Notice Inviting Tender

T. No.: CSMCL/Tender/2024-25 /7

Dated: 01.05.2024

Zone-Wise Tender Under Two-Bid System For Transportation Of Country Liquor And Foreign Liquor (Spirit And Malt) Bottle Cartons From CSBCL Godowns/Depots And Warehouses To Retail Outlets

Chhattisgarh State Marketing Corporation Ltd. (CSMCL), a fully owned undertaking of the Government of Chhattisgarh, invites tenders from reputed transport contractors for transportation of Country Liquor and Foreign Liquor (Spirit and Malt) bottle cartons from CSBCL godowns/depots and warehouses to retail outlets.

Interested bidders can participate in the bidding only after payment of a non-refundable tender fee of **INR 35,000 (Indian Rupees Thirty Five Thousand Only)** along with 18% GST (**Total INR 41,300/- (Indian Rupees Forty one thousand three hundred only)**) by way of Demand Draft drawn on any Nationalized Bank/Scheduled Commercial Bank/RRBs Payable at Raipur in favour of the Managing Director, Chhattisgarh State Marketing Corporation Limited, Raipur separately for each zone.

Schedule to Invitation of Tender:

S. No.	Parameter	Details
1.	Designation and Address of the Authority Inviting Tender	Managing Director, CSMCL, Raipur Chhattisgarh
2.	Tender Document Fee	INR 35,000+ 18% GST = INR 41,300/- (Rupees Forty one thousand three hundred only)
3.	Date and time of Pre-Bid Meeting	07.05.2024, 14:30 HRS. CSMCL, 4th Floor, Aabkari Bhawan, Raipur, C.G.
3.	Amount of Bid Security (EMD) Zone wise	As per page no.3 of this tender document
4.	Date and time of closing the bid	22.05.2024, 15:00 HRS.
5.	Date and time of opening of the bid	22.05.2024, 16:00 HRS.
6.	Duration of contract	2 years, with an option of renewal for up to 12 months

Zone-wise sealed Tenders under Two Bid system are invited by M/s Chhattisgarh State Marketing Corporation Limited (hereinafter referred to as CSMCL), Raipur from the Transport Contractors for transportation of Liquor with GPS tracking facility as per details below:-

Zone No.	Estimated Annual Transportation Cost (in Rs)	EMD (in Rs.)
9	2,93,89,650/-	8,81,690/-
11	2,96,46,150/-	8,89,385/-

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A. INTRODUCTION:

Chhattisgarh State Marketing Corporation Ltd. (CSMCL) is engaged in retail sale of Country Liquor (FL) and Foreign Liquor (Spirit & Malt) through its retail outlets. This tender document is being issued by CSMCL for Selection of Contractor Zone wise for Transportation of CL & FL cases from the godowns/depots/warehouses of Chhattisgarh State Beverages Corporation Ltd. (CSBCL) to retail outlets in the State of Chhattisgarh.

B. BACKGROUND:

CSMCL is planning to undertake the responsibility of selecting the Transport Contractor through a competitive two-bid tendering process to transport CL & FL from the godowns/depots/warehouses of Chhattisgarh State Beverages Corporation Ltd. (CSBCL) to retail outlets in the State of Chhattisgarh.

Qualified bidders are hereby invited to review the details of work, submit their technical bid (against the Eligibility Criteria) and submit their Price bids.

C. SCOPE OF WORK

- i.** Contractor shall deploy the necessary manpower and vehicles to get stock from the Godown/depots/warehouses and to load the same in the Lorries and unload the stock & deliver the same at retail outlets. The Contractor shall also undertake intra-district and inter-district transport work for transfer of stock between shops in a zone. The rates quoted by the bidder shall be inclusive of loading/unloading charges and other incidental Expenditure incurred by the Transporter. The anticipated annual cases to be transported zone wise is enclosed in **Appendix-4**.

D. DETAILED RESPONSIBILITY OF THE CONTRACTOR

- i.** The contractor should be in a position to deploy adequate number of Lorries / Mini Lorries / Vans at Godown/depots/warehouses to meet the contractual requirement fully and the Lorries/Mini Lorries/Vans should be used exclusively for this purpose.
- ii.** Contractor must ensure that the transportation work shall be done between working hours of godowns/depots/warehouses and retail outlets.

- iii.** Contractor shall procure and install GPS in all the vehicles deployed (used to transport Spirit, Malt & CL Bottles from Godown/depots/warehouses to retail outlets) as directed by the Corporation. The Contractor shall be responsible for upkeep and maintenance of such GPS installed in the vehicles. Contractor has to configure the device with CSM software of CSMCL HQ. The technical specification of the GPS system will be provided by CSMCL.
- iv.** The Contractor has to transport liquor as per Chhattisgarh Excise Act, 1915 as amended from time to time and all rules, regulations and schemes framed there under from time to time.
- v.** Contractor shall comply with statutory requirements of all applicable acts including Child Labour (Prohibition & Regulation) Act, 1986 as amended from time to time and all rules, regulations and schemes framed there under from time to time in addition to other applicable labour laws.
- vi.** All the personnel engaged by the Contractor in connection with the performance of the Work shall be the responsibility of the Contractor and no claim shall lie against CSMCL in respect of non-payment of wages or remuneration of any description due by the Contractor to his/her/their employees or for any failure on the part of the Contractor in the discharge of his/her/their obligations to his/her/their employee/Hamalties.
- vii.** Contractor shall be responsible for protecting the transporting property from any loss or damage from whatever causes at its own expense, during the entire Agreement period. Any damage/loss, caused until the Carton Boxes is unloaded in CSMCL retail outlets. The contractor shall compensate the loss incurred at its Retail Selling Price (RSP) as on the date of Damage/Loss. The Contractor shall be responsible for such monitoring of transporting material i.e. Liquor. CSMCL will not accept any responsibility for protection of the Contractor's Lorries.
- viii.** The Contractor shall not assign his/her/their responsibilities or sublet the same to any other person.
- ix.** The Transport contractors are responsible for the quantity and quality of the materials handed over to them for safe delivery from Godown/depots/warehouses of Chhattisgarh State Beverages Corporation Ltd. (CSBCL) to Retail Liquor shops of CSMCL. The coverage area of Godown/Depots/warehouses is specified in **Appendix-3**. The transporter

should not carry any other item along with CSMCL load i.e. Liquor.

- x.**No goods other than Liquor shall be carried in the vehicles deployed for transportation of Liquor.
- xi.**Time is the essence of the contract, and the successful contractor is required to make available the Lorries/Mini Lorries/Vans as and when required by the District Manager of the said district.
- xii.**The Transport work will have to be carried out on all working days of CSMCL and the goods so carried shall be delivered latest by 5:00 PM. Under no circumstances shall the Corporation allow for late transportation of Liquor.
- xiii.**The Transport charges include loading and unloading charges also. Loading and unloading are to be done by the personnel of transport contractors. CSMCL has no obligation under any circumstances to pay for loading and unloading charges to laborers/hamalties.
- xiv.**The contractor should co-ordinate and co-operate with other transporter also, if more than one contractor is selected to assure optimum clearance and speed up of operation.
- xv.**Damages/Breakages and shortages to the goods handed over for transport will be to the account of the transport contractors, and the value of damages and breakages will be recovered at prevailing RSP(Retail Selling Price) rates of liquor and the same will be recovered from their bills. The Managing Director/General Manager/Dy. General Manager/District Managers, CSMCL reserves the right to take any other action against the transport contractors as may be considered necessary in the event of such shortages and damages.
- xvi.**Whenever no separate nominated representatives of the transport Contractor is available, the Driver of the vehicle will be considered as authorized representative of the transport contractor.
- xvii.**No separate shortage/variation certificate will be issued by the General Manager/Dy. General Manager/District Managers, CSMCL as the transport contractor's Representative(s)/Vehicle Drivers witness the delivery permits/challans/invoice/bills.
- xviii.**The transport contractor should strictly adhere to the provisions contained in the Motor Vehicles Act as well as the Chhattisgarh Excise Act 1915. While carrying out the contract, any damages/losses etc., to the Lorries/Mini Lorries/Vans and other movable and immovable properties will be to the

transport contractor's risk and responsibility only.

xix.Supplies meant for a particular retail shop should be delivered strictly to that shop only as per the Batch/Excise Label Nos. entered by the Excise Officer in the Transport Permit concerned. For wrong delivery, action as deemed fit by CSMCL including levy of penalty (and termination of contract and forfeiture of security deposit in case of continuous default) will be taken.

xx.All records that may be required during such transportation shall be maintained by the contractor in the proper manner as required under law.

xxi.All the materials transported shall be delivered by the transport contractors to the addressed retail units and no sub-contracting is permitted. Any shortage will be to the transport contractor's account. The transport contractor shall ensure that notwithstanding any breakdown of the Lorries/Mini Lorries/Vans, they will immediately make alternative arrangement to ensure timely reach of the goods to the retail shops without any delay or hindrance to the retail units at his/her own cost and without any claim on CSMCL and the fact of such alternative arrangement should be informed over phone and then in writing to the concerned District Manager/District Excise Head and the Godown/Depot/Warehouse Officer.

xxii.In case of any accident, the transporter should inform the nearest Police Station and to the concerned Excise Officials/District Manager/Godown/Warehouse/Depot Officer/CSMCL immediately in order to enable them to arrange for conducting spot survey to assess the damage. Any loss arising out of accident will be recovered at RSP rate from the Transport Contractor.

xxiii.With the acceptance of these general conditions, the transport contractor waives and considers as void all and any of the general conditions if any mentioned in his/her price bid.

xxiv.The successful bidder shall not assign or make over the contract, the benefit of burden thereof to any other person or persons. He/She shall not underlet or sublet to any person(s) for the execution of the contract or any part thereof.

xxv.The contractor shall under no circumstances employ/deploy person(s) who are/were involved in illegal liquor activities and against whom cases have been registered under Chhattisgarh Excise Act, 1915.

xxvi.During the currency of the contract if there is increase or decrease in the

number and area of coverage of FL Godowns/Depots and CL Warehouses then contractor shall have to execute the contract at existing rates. Under no circumstances shall the contractor refuse or deny executing the work due to change in the number and area of coverage of FL Godowns/Depots and CL Warehouses. Any refusal or denial shall result in forfeiture of Security Deposit and blacklisting of the contractor.

E. Eligibility Criteria

S No	Criteria	Specific Requirement	Documents Required
1	Tender Document Fee (Non refundable)	The Bidder shall pay the prescribed tender document fee via Demand Draft	Demand Draft to be attached.
	Bid Security (EMD)	The Bidder shall pay the prescribed Bid Security amount.	Demand Draft to be attached.
2	No. of Vehicles	The Transport contractors should have at least 15 Commercial Transport Vehicles of their ownership or on lease of payload capacity from 1.5 ton to at least 20 ton payload capacity suitable for transporting liquor excluding Tipper Trucks, Trailers, and Tankers.	a. Particulars of Vehicles registered or on lease in the name of the bidder are to be given in Appendix 6. Copies of Registration Certificate of vehicle should be submitted as proof of ownership and/or lease agreement.
			b. The vehicle's valid RTO permit should be submitted as proof for verifying carrying capacity of the vehicle.
			c. Copies of valid vehicle fitness certificate and insurance of vehicles should be submitted.

3	Legal entity	<p>Bidder can be a Proprietor/HUF/Partnership Firm/Registered Company under Companies Act, 1956 or 2013/society.</p> <p>The Bidder should submit proof of registration.</p>	<p>The Bidder should have obtained the below documents before the date of publication of Tender:</p> <p>a. Constitutional Document of Bidder duly certified by the authorized signatory. (i.e. MOA & AOA and Certificate of Incorporation in case of Company, registered Partnership Deed in case of Partnership Firm, Shops & Establishment act in case Proprietor & Registration Certificate of Society under Society Registration Act,1860 and Memorandum of Association and Rules & regulations in case of society.)</p> <p>b. PAN Copy duly certified by the Authorized Signatory.</p> <p>c. GSTREG-06 (GST Registration Certificate of the Bidder) duly certified by the Authorized Signatory.</p>
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4	Technical capability	The bidder should have an average annual turnover in transport business of 2 Crores in the preceding 3 FY i.e. FY 2020-21, FY 2021-22, FY- 2022-23.	CA certified copy to be submitted as per Appendix- 8 supported by audited balance sheet.
5	Authorized representative from bidder	A power of attorney/copy of Board resolution authorizing the authorized signatory to sign the Bid Document.	Original/Notarized Power of Attorney/Board Resolution Copy
6	Blacklisting	An affidavit by the Authorized signatory of the bidder that the bidder has not been Blacklisted by any Central /State Government/Public Sector Undertaking or under a declaration of ineligibility for corrupt or fraudulent practices as on date of Bid Submission must be submitted.	An affidavit to be furnished as per Appendix 9.
7	Liquor sale	Bidders engaged in sale of liquor at present or earlier in any part of country not eligible to apply.	An affidavit to be furnished in this regard as per Appendix 9.
8	Fraud or Illegal activities	Transport contractors who have been convicted of any fraud or illegal liquor transportation are not eligible to participate.	An affidavit to be furnished in this regard per Appendix 9.

Note: Transport Contractors who have already been awarded work by CSMCL for 2 zones for a period of 2 years and their related parties are ineligible to apply.

F. Abbreviations

CSMCL: Chhattisgarh State Marketing Corporation Limited

CSBCL: Chhattisgarh State Beverages Corporation Limited

EMD: Earnest Money Deposit

BG: Bank Guarantee

MD: Managing Director

RC: Registration Certificate

RTO: Road Transport Office

RSP: Retail Selling Price

G. Definitions

- i. Managing Director:** Means the Managing Director, CSMCL, Raipur, Chhattisgarh as defined and its successors.
- ii. Officer-In-Charge:** The Officer-in-charge means, the in charge of the works at any time meaning thereby District Head of CSMCL or who shall sign the Contract on behalf of the Managing Director as the case maybe.
- iii. Contract:** The term contract means the documents forming the tender and acceptance thereof and the formal agreement executed between Managing Director and the Transport Contractor 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.
- iv. Transport Contractor/ Transporter:** It 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.
- v. 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.
- vi. Normal time or stipulated time:** Normal time or stipulated time means time specified in the work order to complete the work.

- vii. Duration of completion of work:** The duration of completion of work or completion time shall be time specified in the work order.
- viii. 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 Transport Contractor 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.
- ix. Spirit/Malt/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 there under.
- x. CSBCL CL Warehouse:** CL warehouse shall have the same meaning as assigned to them under The Chhattisgarh Excise Act, 1915 and rules made there under. At present there are 17 CL warehouses in the state.
- xi. CSBCL FL Godown/Depot:** FL Godown/Depot shall have the same meaning as assigned to them under The Chhattisgarh Excise Act, 1915 and rules made there under. At present there are 02 FL Godowns in the State.

H. Terms and Conditions

i. Conflict of Interest

The Corporation requires that the selected bidder at all times hold the Corporation's interest's paramount, avoid conflicts with assignments of other companies or their own corporate interest.

Any bidder for any assignment that would be in conflict with their prior or current obligations to other Corporations / Entities, or that may place them in a position of not being able to carry out the assignment in the best interest of the Corporation, shall not be recruited.

ii. Queries on tender document, pre bid meeting & amendment of Tender Document:

- a.** 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

- b.** 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.
- c.** At any time prior to the Tender due date, CSMCL may, for any reason, whether at its own initiative or in response to clarifications requested by a Bidder, modify the Tender Document by the issuance of Addenda/Corrigenda.
- d.** Any Addendum/Corrigendum issued hereunder shall be posted in the website of CSMCL.
- e.** In order to afford the Bidders a reasonable time for taking an Addendum/Corrigendum into account, or for any other reason, CSMCL may, in its sole discretion, extend the Technical Bid or the Tender due date, if required. The bidder before submitting both the technical and financial bids shall go through the corrigenda/addenda if any issued by the Corporation.
- f.** CSMCL also reserves the right to modify or alter the Tender Document and also to withdraw or cancel the Bidding Process at any stage.

iii. Bid Security (EMD) and Tender Document Fee:

Each Zone tender should be accompanied by Earnest Money Deposit by Demand Draft drawn on any Nationalized Bank/Scheduled Commercial Bank/RRBs Payable at Raipur in favour of the Managing Director Chhattisgarh State Marketing Corporation Limited, Raipur. Tenders received without Earnest Money Deposit will be summarily rejected. Furnishing incorrect information will entail forfeiture of Earnest Money Deposit in full or part. The Earnest Money Deposit of the unsuccessful bidders will be returned after the finalization of the Tender at the expenses of the bidders within a reasonable time consistent within the rules and regulations in this behalf. The above Earnest Money Deposit amount held by the CSMCL till it is returned to the bidders will not earn any interest therefore. Earnest Money Deposit of the successful bidders will be returned after submission of Security Deposit in the form Bank Guarantee.

The Cost of Tender document is Rs. INR 35,000+ 18% GST = INR 41,300 (Rupees Forty one thousand three hundred only) by way of Demand Draft drawn on any Nationalized Bank/Scheduled Commercial Bank/RRBs Payable at Raipur in favour of the Managing Director, Chhattisgarh State Marketing Corporation Limited, Raipur for each zone. The Demand Draft should have been issued after the date of issue of tender. Any DD prepared before the date of issue of tender will not be considered and the bid is liable to cancelled.

The tender document can be downloaded from Corporation's website <https://excise.cg.nic.in/csmcl/>.

The Bid security (EMD) shall be forfeited by the Corporation in the following events:

- a.** If a Bidder varies/modifies the Bid during the Bid validity period and any extension thereof as agreed between the Bidder and CSMCL; or
- b.** If a Bidder engages in a Corrupt Practice, Fraudulent Practice, Coercive Practice, Undesirable Practice or Restrictive Practice as specified in this Tender Document ;or
- c.** If a Bidder does not submit the Price bid; or
- d.** If a Bidder withdraws its bid during the period of bid validity as specified in this Tender Document or as extended by mutual consent of the

respective bidder(s) and CSMCL; or

- e. In the case of Successful Bidder, if it fails within the specified time limit to furnish the Performance Security within the period prescribed in this Tender Document; or
- f. If a bidder does not accept the Letter of Award (LOA) or fails to sign the Contract or abide by any other terms and conditions of the LOA.

iv. Preparation of Technical & Price Bid:

- a. The Technical & Price Submission Documents shall be numbered for each page and there should be an index page to be submitted indicating such page numbers.
- b. The Technical & Price submissions shall be typed or written in indelible ink and signed by the authorized signatory of the Bidder who shall also sign initial each page. The Technical & Price bid submissions written in pencil will not be valid. In case of printed and published documents, only the cover shall be initialed. All the alterations, omissions, additions or any other amendments made to the Technical & Price bid submissions shall be initialed by the person(s) signing the Bid submissions.

The Bid must be submitted in spiraled booklet form only with proper indexing and page numbers. The bids which are not submitted in above-mentioned manner shall be summarily rejected.

- c. The Technical & Price Bid submissions and accompanying information shall be complete and strictly as per the requirements in the Tender Document.
- d. Erasing and overwriting shall be avoided in the Technical & Price bid submissions. If any corrections are to be made, the part to be corrected shall be neatly written duly attesting the correction.
- e. The Technical & Price bid submissions shall be duly signed by an authorized person. The power of attorney shall be attached along with the accompanying documents. CSMCL may reject, outright any Bid unsupported by the adequate proof of the signatory's authority. The decision of CSMCL in this connection is final and binding on the bidder.

v. Cost of submission of bid:

The Bidder shall bear all costs of preparation and submission of Bid. Corporation in no case be responsible or liable for such costs of the Bidder, regardless of the conduct or outcome of the process of evaluation of Bids.

vi. Process of submission of bids:

- a. Tenders (both Technical and Price bids) should be addressed to the MD, CSMCL, by designation and should be only in sealed covers sent by Registered post with Acknowledgement due or handed over in person. Tenders received in ordinary covers without seal will be rejected.
- b. The tender bid should be submitted in **three envelopes covers**; One super scribing Technical Bid, Second envelope super scribing Price bid containing Price Bid and all the above-mentioned envelopes shall in turn, be put in another outer envelope and this envelope should be superscripted ***“RE-TENDER FOR TRANSPORTATION OF COUNTRY LIQUOR & FOREIGN LIQUOR (SPIRIT & MALT) TO VARIOUS RETAIL UNITS OF CHHATTISGARH STATE MARKETING CORPORATION LTD. FOR ZONE NO.____”***. The two envelopes along with outer envelope are to be duly sealed. No indication of the Prices shall be made in the Technical Bid. The bidder shall properly seal all the envelopes and mention its name and address on it. **The bids received without such superscription will be summarily rejected.**
- c. The bids (both Technical and Price) which are not submitted in the prescribed format will be summarily rejected. The bid should be sent so as to reach The Managing Director Chhattisgarh State Marketing Corporation Limited., on or before the due date and time.
- d. The Technical Bid should consist of application (Appendix – 1) and the Demand Draft towards Tender Document fee & Earnest Money Deposit and all other documents mentioned under Section E (Eligibility criteria) and Appendix -1. The bidder shall sign on the statements, documents, certificates, submitted by him, owning responsibility for their correctness/authenticity. CSMCL may reject, outright any Bid unsupported by the adequate proof of the signatory's authority. The decision of CSMCL in this connection is final and binding on the bidder.

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

vii. 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 at Corporation’s discretion:

- a. Bids submitted by holding company and its subsidiary company;
- b. Bids submitted by two or more companies having common director/s;
- c. Bids submitted by partnership firms / LLPs having common partners;
- d. Bids submitted by companies in the same group of promoters/management;
- e. Bids submitted by proprietorship(s) having common Proprietor.
- 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.

Note: Transport Contractors who have already been awarded transportation work by CSMCL, their related parties are ineligible to apply.

viii. Late bids:

- a. Tenders received after due date and time of closing will be out rightly rejected. Corporation will not be responsible for the loss of tender or for transit delays. Bidders are advised in their own interest to ensure that their bids are submitted on time.
- b. The Corporation at its discretion may extend the deadline for submission of bids by issuing an amendment on the website of CSMCL in which case all rights and obligations of the Corporation and Bidders previously subject to the original dead line shall thereafter be subject to new deadline as extended.

ix. Opening of Bids:

The Technical bid received up to 15.00 HRS. on 22.05.2024 will be opened by Bid Evaluation Committee in the presence of such of those bidder or their representatives who may be present at the time of opening. The representatives of the bidding firms who are attending the opening of the tenders should bring a letter of authority from the bidding firms which they are representing.

The Corporation shall initially evaluate only the technical bids and the Price bids of only the technically qualified bidders shall be opened.

The bids shall be opened zone-wise as per sequence below:

Zone 9→Zone 11.

Only those bidder or their representatives who have submitted bids for the said zone(s) may be present at the time of opening of bids.

a. Technical Bid Evaluation

The Technical Bid will be evaluated by the Bid evaluation committee as per eligibility criteria mentioned in Clause E of tender document. Tender document not submitted with required documents as per eligibility criteria will be declared non-responsive and rejected.

b. Financial Bid Evaluation

- b.i. Only those Bidders who are found to be eligible in accordance with the prescribed eligibility conditions in the tender document and whose bids meet the requirements under this Tender as the “Technically Qualified Bidders”, their financial bids will be opened.

- b.ii.** The bidder whose Financial Bid is lowest will be declared L1.
- b.iii.** Maximum of 2 zones shall be allotted to a bidder. If a bidder is declared L1 in a zone, then the bidder shall have to accept the work allotted to that zone. If the said bidder is declared L1 bidder in subsequent zone as per sequence of zone-wise bid opening then the bidder shall have to accept the work allotted to that zone also. If the same bidder has bid in other zone(s), then his/her subsequent bids shall not be considered for evaluation.
- b.iv.** If sufficient number of bids is not received for Zone(s) then CSMCL may call for retender for such zone(s). As an interim measure CSMCL may call successful L1 bidders to offer their rates for such zone(s). The lowest offer received shall be awarded work of such zone(s) till the retendering process is completed.
- b.v.** The bidders shall also offer rates for intra-district and inter-district transport work. The rates offered shall not be considered for finalizing L1 bidder of a zone. All the rates offered shall be evaluated and the lowest rate offered by the bidders shall be the declared rate for transportation for all the zones for intra-district and inter-district only.
All the L1 bidders shall be bound to carry out work as per rate finalized above.
- b.vi.** The bid evaluation criteria as adopted by the Corporation deemed fit is final and binding on the bidders.

x. Period of validity of Bids:

Validity date is 90 days from last date of submission. A proposal valid for a shorter period may be rejected as non-responsive. The Corporation will make its best effort to complete the tender process within this period. In case of need, the Corporation may request the Bidders to extend the validity period of their Proposals. Bidders who refuse to extend the validity of their proposal, under such circumstances, the Corporation shall not consider such proposal for further evaluation.

xi. Withdrawal of bids:

No Bid shall be withdrawn in the interval between Bid submission and expiry period of validity of bids (Clause x). Any such withdrawal of Bid shall result in forfeiture of Bid security (EMD).

xii. CSMCL's right to accept/reject bids:

The Corporation reserves the right to accept or reject any Bid and to annul the entire Bid process and reject all Bids at any time prior to award of tender without incurring any liability to the affected Bidders or any obligation to inform the affected bidders of the grounds for the Corporation's action. Specifically, if the lowest price received during tender is unreasonable or it is unacceptable on ground of being too high or too low compared with estimated price, CSMCL reserves right to seek justification of the price from L1 Bidder. If the price is not considered reasonable, CSMCL may not accept such Proposal and go for another tender process.

xiii. Acceptance of offers:

- a. Acceptance by the Corporation will be communicated by E-Mail/Registered letter/ Courier. The notification of the award will constitute the formation of the contract.
- b. The successful bidder shall sign a contract with the Corporation within 7 days from the date of acceptance of his/her tender by paying the performance Security Deposit.
- c. If the successful bidder(s) fails to sign the contract then his/her EMD shall be forfeited and CSMCL shall blacklist such bidder(s).

xiv. Duration of the Agreement:

- a. The duration of the Agreement will be for two years (24 months) from the day of commencement of the contract. Upon satisfactory performance and based on the requirement, the agreement may be extended for another period of up to 12 months with the mutual consent and negotiations at the discretion of CSMCL.
- b. However, if the performance of the contractor is found unsatisfactory and it fails to meet the terms of the Agreement and guidelines of CSMCL and other statutory bodies, issued from time to time for safe transportation, CSMCL reserves the right to cancel the contract after giving 15 days of notice, and shall be entitled to get the work completed at the Contractor's risk and cost during the notice period.

- c. CSMCL may issue a notice of suspension to the Contractor at any time during the agreement directing to suspend all or any part of the operations, stating the estimated length of and reason for the suspension. The Contractor shall, on receipt of a notice of suspension, take all reasonable steps to immediately stop the transportation activities.
- d. Duration of the agreement may change as per amendments made in the excise policy.

xv. Payment terms:

Payment Fee:

- a. CSMCL shall pay Contractor a lump-sum amount for transportation related payments (excluding loading /unloading charges) and applicable taxes at prevailing rates on a monthly basis, for the number of boxes transported.
- b. The Contractor shall under no circumstances claim any sort of idle cost or expenses from CSMCL.

Schedule:

- a. Within seven (7) Business Days of the start of every month, Contractor shall raise an invoice to CSMCL for the quantity of number of FL & CL bottle cartons transported through Lorries in the previous month.

xvi. Event of Default

An event of default is said to have occurred under the following conditions:

- a. The Contractor has materially defaulted and failed to comply with the terms and conditions set in the Tender Document and the Agreement.
- b. Notwithstanding anything stated in the Tender Document and the Agreement, Contractor shall be liable to pay Liquidated Damages in case of delay in transporting the liquor carton boxes. The Liquidated Damages would be calculated at 1% of the sale value of the Stock delayed. In case of another delay in transporting the Liquidated Damages would be imposed at 5% of the sale value of the Stock delayed. In case there is any further delay in transporting, CSMCL may terminate the Agreement by written notice and shall forfeit and invoke the Performance Bank Guarantee provided by Contractor.

xvii. Termination of Agreement

1. Termination for Default

- a.** If this Event of Default continues as per Clause xvi (a) from the date of its occurrence, CSMCL may terminate the Agreement by written notice and shall forfeit and invoke the Performance Bank Guarantee provided by Contractor. CSMCL further reserves the right to blacklist such contractors, at its sole discretion.

In case of the occurrence of Event of Default as mentioned MD, CSMCL shall be entitled to offer the work of that zone to L1 bidder(s) of other zone(s) at L1 rates. The decision to extend offer(s) shall be at the sole discretion of MD, CSMCL and shall be final and binding.

- b.** CSMCL may terminate the Agreement by written notice to the Contractor if any approval (including any other license, permit, consent or permission required for the sale of FL/CL) is cancelled, suspended or revoked due to faults attributable to the contractor. CSMCL shall forfeit and invoke the Performance Bank Guarantee provided by the contractor in case of such a termination.

2. Termination due to Force Majeure

If a delay or failure by a Party to perform its obligations due to Force Majeure exceeds continuous 15 days, the other Party may immediately terminate this Agreement by notice in writing to the affected Party. In case of termination of Agreement due to Force Majeure, the Performance Bank Guarantee shall be returned to Contractor.

xviii. Security Deposit

The Successful bidders will be required to remit Security Deposit equal to 10% (Ten Percentage) of the estimated cost of Tender in form of **Bank Guarantee within Seven Days** from the date of award of Contract. If the accepted Bidder fails to remit the Security Deposit within in the above said period, the EMD remitted by him/her will be forfeited to CSMCL and his/her Tender will be held void. The Acceptance order will be issued after execution of a contract by the successful Bidder and after the production of BG for the EMD Remittance. (The Terms and Conditions contained in this tender document will be converted in the contract).

The Security Deposit furnished by the Bidder in respect of his Tender will be returned to him on expiry of the contract period subject to the satisfaction of CSMCL.

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

xix. Agreement

- a. The successful Bidder should execute an agreement for the fulfillment of the contract in the stamp paper within three days from the date of acceptance of the Tender (The terms and conditions contained in this tender document will be converted in to contract). The format of agreement is enclosed at **Appendix-5**.
- b. The expenses incidental to the execution of agreement shall be borne by the successful Bidder.
- c. The conditions stipulated in the agreement forms should be strictly adhered to and violation of any of the conditions will entail terminations of the contract without prejudice to the rights of CSMCL, including the right to recover any consequential losses from the successful Bidder.
- d. Acceptance Order will be released after execution of the above contract by the successful Bidder and after the production of BG for the Security Deposit remittance.

xx. Right of Acceptance & Rejection

- a. The CSMCL as the case may be reserves the right to reject in his sole and unfettered discretion any tender without assigning any reason. The Managing Director CSMCL's decision shall be final and binding.
- b. The Managing Director reserves the right to appoint one or more contractor for handling the movement in respect of the same areas subject to the demand/necessity.
- c. The final acceptance of the tender is entirely vested with the Managing Director CSMCL, who reserves the right to accept or reject any or all the tenders without assigning any reason whatsoever. There is no obligation on the part of CSMCL to communicate with rejected bidder. After acceptance of the tender by CSMCL, the Bidder shall have no right to withdraw his Tender or claim higher rate, till the completion of the contract period.

- d.** Tenders with incomplete information will be summarily rejected.
- e.** The Managing Director Chhattisgarh State Marketing Corporation Limited reserves: -
 - e.i** The right to reject all or any of the tenders without assigning any reason;
 - e.ii** To split up the tender and
 - e.iii** To negotiate with the Bidder before entering into agreement.
- f** The rates quoted and accepted with or without negotiation shall be final and binding.

xxi. Capability

The contractor should be capable of deploying adequate number of Lorries/Mini Lorries/Vans to carry the FL (Spirit & Malt) & CL stock from the CSBCL Godowns/Depot/Warehouses to various retail shops. There should be continuous flow of Lorries/Mini Lorries/Vans to receive the stock.

xxii. Validity of Rate Accepted

The rate accepted will be prevalent for the entire duration of the contract i.e., 02 years from the date of signing of the contract. No escalation under any circumstances will be allowed once the rate is accepted. No idling charges under any circumstances will be payable by CSMCL.

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

xxiii. Execution of Contract

- a.** The transport contractor(s) selected for the transport work will be intimated by letter from CSMCL. Quantity to be transported will be increased or decreased at the discretion of the District Manager.
- b.** Under any circumstances delay due to non-availability of Lorries/Mini Lorries/Vans will not be considered as a valid excuse except in the case of Acts of God.
- c.** CSMCL reserves the right to make alternative arrangements at the transport contractors risk and cost if the contractor fails to:
 - c.i.** Clear the stock allotted to the concerned retail units as per the validity period of liquor permit.
 - c.ii.** Fulfill his/her obligations or
 - c.iii.** Settle his/her dues in full or if malpractice is detected in tarnishing the quality and quantity of materials transported.

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

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

xxiv. Default

If transport work is neither commenced not carried out progressively or not completed within the stipulated time, it will be considered as default and appropriate action will be taken including levy of penalty, forfeiture of security deposit.

xxv. Financial bid

The rates quoted shall be for transporting per case (including loading and unloading of liquor and other incidental expenses incurred) by the Transporter in transportation of liquor. The transport contractor shall allow a reasonable time for loading and unloading and for any delay in this regard, no claim will be entertained. The rate is deemed to include the toll charges or any other payment to be made from time to time that may be levied by the Government, Local Bodies etc. It is made clear that the contractor should not include any operational cost while transporting and no claim in this regard will be entertained by CSMCL.

The rate quoted should be exclusive of applicable GST.

xxvi. Period of Contract

The transport contract will expire on the due date i.e. Two Years from the date of signing of the contract. However, it can be terminated by CSMCL earlier, if the performance is found unsatisfactory. CSMCL reserves the right to suspend the transport order if it is beyond its control to ~~gt~~ the supplies of liquor.

The tender can be extended for up to 12 months on mutually agreed terms and conditions.

xxvii. Payment terms:

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

xxviii. Insurance:

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

xxix. Arbitration:

- a.** 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.
- b.** 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.
- c.** The seat and venue of the arbitration shall be Raipur, Chhattisgarh, India.

xxx. Non-disclosure:

The Contractor 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 Contractor 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 Contractor 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 Contractor 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 Contractor 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 Contractor's obligations with respect to non-disclosure and confidentiality will survive the expiry or termination of this agreement for whatever reason.

xxxii. Cancellation of order:

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

xxxiii. General:

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

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

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

**SIGNATURE OF THE BIDDER
WITH SEAL**

APPENDIX-1
TENDER FOR TRANSPORT
CONTRACT FOR ZONE _____

GENERAL INFORMATION OF BIDDER

1.	Name and address of the bidder along with Phone No & email id.	
2.	Legal status of the bidder (Sole Proprietorship/Partnership firm/Limited Liability Partnership/Limited Liability Company/ HUF/Society)	
3.	Name of person holding power of attorney (Attested copy of power of attorney to be enclosed)	
4.	Annual Turnover from transport business during the last three financial years	
5.	No. of Lorries / Mini Lorries / Vans owned or on lease with their capacity (Enclose documentary proof)	
6.	CL & FOREIGN LIQUOR (SPIRIT & MALT) Cases that can be moved per day	
7.	PAN of Bidder (copy to be enclosed)	
8.	GST Registration No., if applicable (copy to be enclosed)	
9.	EMD payment particulars D. D. No..... / Date Name of the Bank Branch Amount	

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

Place:

Date:

Encl.: i) Demand Draft

ii) Documentary proof as stated above.

APPENDIX – 2
TENDER FOR TRANSPORT
CONTRACT FOR ZONE _____
PRICE BID

To:

The Managing Director
 CSMCL,
 Raipur (C.G.)

Sir,

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

As per general conditions and declaration and accepted all terms in full
 without any reservation and signed in all the pages as directed; I/ We submit
 my/ our offer for transportation of Liquor (FL & CL) for CSMCL.

Item of work	Vehicle Type	Rate per Box
(1)	(2)	(3)
1. Transportation of Foreign Liquor (Spirit & Malt) & CL from Depots/Godowns/ Warehouses to various Retail Shops.	Lorry/Mini-truck /Van	Rate in Figures Rs _____ Per Box. Rate in Words Rs _____ _____ Per Box.
2. Inter-district and Intra-district Transportation of Foreign Liquor (Spirit & Malt) & CL between Shops.	Lorry/Mini truck /Van	Rate in Figures Rs _____ Per Box Rate in Words Rs _____ _____ Per Box

Note :-

- a) Prevailing GST will be paid extra as per calculation.
- b) L1 will be declared by Rate offered in Column 3 (1).

c) Important: The interested bidders should get themselves acquainted with the location and distance(s) of CL warehouses & CSBCL Depots/Godowns, Distance from Godowns/Depots/Warehouses to retail liquor shops, route chart, road conditions, accessibility of shops and estimated time required for transportation before quoting their rates in financial bid.

Place:

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

APPENDIX – 3**Coverage Details of Godowns/Depots/Warehouses****(1) Foreign Liquor**

S.No	Name of CSBCL Godown	Area of Coverage
1.	Raipur	Raipur & Bastar Division
2.	Bilaspur	Bilaspur & Sarguja Division
3.	Durg	Durg Division

(2) Country Liquor

S.No	Name of CSBCL Warehouse	Area of Coverage
1.	Baloda Bazar	Baloda Bazar
2.	Jagdalpur	Bastar Dantewada Bijapur Sukma Kondagaon Narayanpur
3.	Bilaspur	Bilaspur Gaurela Pendra Marwahi
4.	Dhamtari	Dhamtari Balod Kanker
5.	Durg	Durg
6.	Janjgir Champa	Janjgir Champa Sakti Korba
7.	Kabirdham	Kabirdham Bemetra Mungeli
8.	Mahasamund	Mahasamund Gariyaband

9.	Raigarh	Raigarh Sarangarh
10.	Raipur	Raipur
11.	Rajnandgaon	Rajnandgaon Mohla-Manpur-Ambagarh Chowki Khairagarh-Chuikhadan- Gandai
12.	Ambikapur	Sarguja Surajpur Balrampur- Ramanujganj Koria Manendragarh- Chirmiri-Bharatpur

Important: During the currency of the contract if there is increase or decrease in the number and area of coverage of FL Godowns and CL warehouses then successful bidders shall have to execute the contract at existing rates.

APPENDIX – 4

**Details of Tentative Annual Transportation of CL & FL(Spirit & Malt) cases
in FY 2024-25**

Zone	Tentative No. of cases to be transported in FY 2024-25	
	Foreign Liquor (Spirit & Malt)	Country Liquor
Zone 9	611897	563689
Zone 11	798217	387629

APPENDIX – 5

AGREEMENT FORMAT

This agreement is made on this ___ day of 2024 between M/S _____
_____ (here in after called the Transport Contractor
whose term includes its successors and assignees whose registered office
is at _____ and
is registered under _____ and acting through its authorized official
Sh. _____.

AND

The Managing Director CSMCL, Chhattisgarh (herein after called the
Corporation whose term includes its successors and assignees) and acting
through its authorized official Sh. _____, at
O/o The Managing Director CSMCL, Chhattisgarh, Raipur.

The Transport Contractor will provide Transport vehicles for CSMCL for
transportation of Liquor on the terms and conditions herein contained, and
rates as mentioned in Financial Bid. The “Transport Contractor” will deposit
Rs. _____ (Rupees _____) as interest free Security Deposit (in the form of BG)
within one week from the execution date of this agreement.

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

1. The Transport Contractor shall during the period of this contract, that is
to say from ___ to _____ or until this contract is determined by such
notice as herein after mentioned, will provide transport service from the date
of issue of Tender, on the rates accepted.
2. The Transport Contractor shall comply with all the terms and conditions of
Bid documents contained which are part and parcel of this agreement and
forms integral part of this agreement and also the following.
3. Transport Contractor will provide Lorries/Mini truck/Vans to Corporation as
per quantity required for transportation of Liquor from Godown/Depot/
warehouse to Retail Liquor Shops.

- 4.** If the Transport Contractor fails to provide Lorries/Mini truck/Vans to Corporation and if the service is not found satisfactory enough, the Corporation shall have the right to terminate the contract in whole or part as per Bid Document.
- 5.** The Transport contractor is responsible for the quantity and quality of the materials handed over to them for safe delivery from CSBCL Godown/Depot/ warehouse for CL & FL. The transporter should not carry any other item along with CSMCL load i.e. FL & CL as per permit issued.
- 6.** No goods other than Liquor shall be carried in the vehicles deployed for transportation of Liquor.
- 7.** Time is the essence of the contract, and the successful contractor is required to make available the Lorries/Mini Lorries/Vans as and when required by the District Manager of the said district.
- 8.** The Transport work will have to be carried out on all working days of CSMCL and the goods so carried shall be delivered latest by 5:00 PM. Under no circumstances shall the Corporation allow for late transportation of Liquor.
- 9.** The Transport charges include loading and unloading and charges also. Loading and unloading are to be done by the personnel of transport contractors. CSMCL has no obligation under any circumstances to pay to any load man/labourers/hamalties for loading and unloading.
- 10.** The contractor should co-ordinate and co-operate with other transporter also, if more than one contractor is selected to assure optimum clearance and speed up of operation.
- 11.** Damages/Breakages and shortages to the goods handed over for transport will be to the account of the transport contractors, and the value of damages and breakages will be recovered at RSP rates and the same will be recovered from their bills. The Managing Director CSMCL reserves the right to take any other action against the transport contractors as may be considered necessary in the event of such shortages and damages.
- 12.** Whenever nominated representatives of the transport contractor are not available, the driver of the vehicle will be considered as authorized representative of the transport contractor.

- 13.** Supplies meant for a particular retail shop shall be delivered strictly to that shop only as per the Batch / Excise Label Nos. entered by the Excise Officer in the Transport Permit concerned. For wrong delivery, action as deemed fit by CSMCL including levy of penalty (and termination of contract and forfeiture of security deposit in case of continuous default) will be taken.
- 14.** All the materials transported shall be delivered by the transport contactors to the addressed retail units and no sub-contracting account is permitted. Any shortage will be to the transport contractor's account. The transport contractor shall ensure that notwithstanding any breakdown of the Lorries/Mini Lorries/Vans, he/she will immediately make alternative arrangement to ensure timely reach of the goods to the retail shops without any delay or hindrance to the retail units at his/her own cost and without any claim on CSMCL and the fact of such alternative arrangement should be informed over phone and then in writing to the District Manager and the Depot Manager.
- 15.** In case of any accident, the transporter should inform the nearest Police Station and concerned Excise Officer/ District Manager / Depot Manager, CSMCL immediately in order to enable them to arrange for conducting spot survey to assess the damage. Any loss arising out of accident will be recovered at RSP rate from the Transport Contractor only.

In the event of failure to deploy vehicles as required by the Corporation, the contractor shall be liable to pay the difference between the rate paid to any other transporter and the rate payable to the Service Provider under this tender. Notwithstanding the above, the Service Provider shall be liable to pay Liquidated Damages in case of delay in transporting the liquor carton boxes. The Liquidated Damages would be calculated at 1% of the sale value of the Stock delayed. In case of another delay in transporting, the Liquidated Damages would be imposed at 5% of the sale value of the Stock delayed. In case there is any further delay in transporting, CSMCL may terminate the Agreement by written notice and shall forfeit and invoke the Performance Bank Guarantee provided by Contractor.

- 16.** Damages to bottles and/or Cases of Liquor during loading, transporting, unloading and stacking at the retail shop shall be to the account of the Service Provider. Damages in this context shall include cracks to the bottle or any other deficiency that in the opinion of the Corporation renders the Liquor unfit for human consumption.
- 17.** The Bid Document No. CSMCL/Tender/2024-25/7 Dated 01.05.2024, schedules annexure/appendix shall form part and parcel of this Agreement and integral part of this agreement.
- 18.** That Transport Contractor is/ shall be liable for any legal dispute/cases/ claims that have arisen or may arise during the currency of the agreement in respect of Contractor. Corporation shall not be liable for any loss, damages, etc. suffered/ to be suffered by Transport Contractor or third party as the case may be.
- 19.** If for any reason the Corporation is dissatisfied in any way with the standard of the work or deficiency in service is observed during the contract period, it will be reported to the Transport Contractor in writing. The Transport Contractor without raising any dispute on such assessment by the Corporation regarding the standard of the work and vehicle provided or quality of service rendered by them may immediately attend such complaint.
- 20.** The Transport Contractor shall not act as a broker for other companies or any individual or transfer or assign or sub-let any part of the supply once agreed or any share of interest in any manner or degree, directly or indirectly, to any third party whatsoever and any such brokerage/transfer/subletting/assignment/subcontracting as above shall be void ab initio and the Corporation shall have the right to terminate the work of the transport contractor in case of violation of this clause.
- 21.** If the Transport Contractor institutes any legal proceedings against the Corporation to enforce any of its rights under this agreement it shall be in the legal jurisdiction of Corporation where the Vehicles has been supplied and not the place where the Transport Contractor has his registered office.

22. The Transport Contractor is / shall be responsible for compliance of all the laws / rules/ regulations and Government instructions that are/ will be applicable to and aimed to protect the interest of the employees/ workers engaged by it and shall ensure payment of all the statutory dues/ liabilities as may have arisen during the past or may arise during the course of performance of this contract.

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

(Name of Transport Contractor)

Address: _____

Tel: _____ Fax: _____ E-mail: _____

And

Name of representative of The Managing Director, CSMCL, Raipur, Chhattisgarh

Address: _____

Tel: _____ Fax: _____ E-mail: _____

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

Signed _____

Signed _____

For and on behalf of the Corporation For and on behalf of the Transport Contractor

Name (caps) _____

Name (caps) _____

Position _____

Position _____

Date _____

Date _____

In the presence of Witnesses

In the presence of Witnesses

1.

1.

2.

2.

APPENDIX-6

Particulars of Vehicles in ownership or lease of the bidder

Sl. No.	Vehicle Details
Vehicle01	Model..... Reg. No..... RC Date:.....
Vehicle02	Model..... Reg. No RC Date:.....
Vehicle03	Model..... Reg. No RC Date:.....
Vehicle04	Model..... Reg. No..... RC Date:.....
Vehicle05	Model..... Reg. No..... RC Date:.....
Vehicle06	Model..... Reg. No..... RC Date:.....
Vehicle07	Model..... Reg.No..... RC Date:.....
Vehicle08	Model..... Reg.No..... RC Date:.....
Vehicle09	Model..... Reg.No..... RC Date:.....
Vehicle10	Model..... Reg.No..... RC Date:.....

Vehicle11	Model..... Reg.No..... RC Date:.....
Vehicle12	Model..... Reg. No..... RC Date:.....
Vehicle13	Model..... Reg. No RC Date:.....
Vehicle14	Model..... Reg. No RC Date:.....
Vehicle15	Model..... Reg. No..... RC Date:.....
Vehicle16	Model..... Reg. No..... RC Date:.....
Vehicle17	Model..... Reg. No..... RC Date:.....
Vehicle18	Model..... Reg.No..... RC Date:.....
Vehicle19	Model..... Reg.No..... RC Date:.....
Vehicle20	Model..... Reg.No..... RC Date:.....
Vehicle21	Model..... Reg.No..... RC Date:.....

Vehicle22

Model.....

Reg.No.....

RC Date:.....

(All supporting documents to be enclosed)

Seal & Sign of the bidder

APPENDIX-7

ZONE-WISE AND DISTRICT-WISE SHOP NUMBERS						
ZONE NO.	DISTRICT NAME	SHOPS DETAILS				
		Country Liquor	Foreign Liquor	Composite Liquor	Premium Foreign Liquor Shop	Total No. of Shops
9	Korba	11	17	8	1	37
	Manendragarh-Chirmiri-Bharatpur	4	9	5	0	18
	Koriya	0	4	1	0	5
	Surajpur	0	8	2	0	10
Total No. of Shops		15	38	16	1	70
11	Raigarh	11	18	6	1	36
	Jashpur	4	7	0	0	11
	Sarguja	1	7	0	0	8
	Balarampur-Ramanujanj	0	5	0	0	5
Total No. of Shops		16	37	6	1	60
Grand Total No. of Shops		31	75	22	2	130

APPENDIX-8

TOTAL TURNOVER CERTIFICATE

To
Managing Director
CSMCL,
Chhattisgarh, Raipur

We here by certify that M/s_____ (the name of participant in the tender) who is participating the tender for transporting of liquor called by CSMCL, Chhattisgarh, Raipur having their office at _____ (Address of office) has a turnover in transport business (supported by audited balance sheet) given as below :-

1. Turnover in the year of 2020-2021 Rs.
2. Turnover in the year of 2021-2022.Rs.
3. Turnover in the year of 2022-2023.Rs.

Average annual turnover of 1, 2 and 3 above:

The above information is correct and true.

CHARTERED ACCOUNTANT
UDIN Number:
Date

APPENDIX-9

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 fulfillment 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 as defined in Section 2(77) of Companies Act, 2013 has not participated in this tender in the name of any other Company, LLP, Partnership Firm, Proprietorship Firm or through HUF.
7. I/We am/are not engaged in sale of liquor at present or earlier in any part of Country.
8. I/We have not been convicted of any fraud or illegal liquor transport at present or earlier in any part of Country.

9. 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 9 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 Bidder

Signature and Seal of Notary

APPENDIX-10

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 Appendix-1 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. No. of vehicles and their details (RC, Insurance, RTO Permit)	YES/NO
	2. Turnover certificate from CA 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 (Appendix-2).	YES/NO
VI.	Documents related to Eligibility criteria-	
	1. Self-attested copy of Constitutional Document of Bidder duly certified by the authorized signatory. (i.e. MOA & AOA and Certificate of Incorporation in case of Company, registered Partnership Deed in case of Partnership Firm, Shops & Establishment act in case Proprietor & Registration Certificate of Society under Society Registration Act,1860 and Memorandum of Association and Rules & regulations in case of society.)	YES/NO

2. PAN Copy duly certified by the Authorized Signatory.	YES/NO
3. Copy of GST Registration Certificate along with copy of latest filed GST return	YES/NO
4. IT Returns of last 3 financial years	YES/NO
5. Affidavit of “Blacklisting and Non- Blacklisting” by Government /Semi Government or any other statutory body.(as per Appendix 9)	YES/NO
6. An affidavit mentioning that the Bidder is not engaged in sale of liquor at present or earlier in any part of country. .(as per Appendix 9)	YES/NO
7. An affidavit mentioning that the bidder has not been convicted of any fraud or illegal liquor transportation. (as per Appendix 9)	YES/NO

Seal & Sign of the bidder