

बिड दस्तावेज़ / Bid Document

बिड विवरण/Bid Details	
बिड बंद होने की तारीख/समय /Bid End Date/Time	25-02-2026 17:00:00
बिड खुलने की तारीख/समय /Bid Opening Date/Time	25-02-2026 17:30:00
बिड पेशकश वैधता (बंद होने की तारीख से)/Bid Offer Validity (From End Date)	180 (Days)
मंत्रालय/राज्य का नाम/Ministry/State Name	Chhattisgarh
विभाग का नाम/Department Name	Commercial Tax And Excise Department Department Chhattisgarh
संगठन का नाम/Organisation Name	Chhattisgarh State Marketing Corporation Limited
कार्यालय का नाम/Office Name	Raipur
वस्तु श्रेणी /Item Category	Security Manpower Service (Version 2.0) - Retail liquor shops and other establishments; Unarmed Security Guard
अनुबंध अवधि /Contract Period	3 Year(s) 1 Day(s)
बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का) /Minimum Average Annual Turnover of the bidder (For 3 Years)	2000 Lakh (s)
उन्हीं/समान सेवा के लिए अपेक्षित विगत अनुभव के वर्ष/Years of Past Experience Required for same/similar service	3 Year (s)
इसी तरह की सेवाओं का पिछला आवश्यक अनुभव है/Past Experience of Similar Services required	Yes
वर्षों के अनुभव एवं टर्नओवर से एमएसई को छूट प्राप्त है / MSE Relaxation for Years Of Experience and Turnover	Yes Complete
स्टार्टअप के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है / Startup Relaxation for Years Of Experience and Turnover	Yes Complete
विक्रेता से मांगे गए दस्तावेज़/Document required from seller	Experience Criteria,Bidder Turnover,Certificate (Requested in ATC),Additional Doc 1 (Requested in ATC),Additional Doc 2 (Requested in ATC),Additional Doc 3 (Requested in ATC),Additional Doc 4 (Requested in ATC) *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer

बिड विवरण/Bid Details

क्या आप निविदाकारों द्वारा अपलोड किए गए दस्तावेजों को निविदा में भाग लेने वाले सभी निविदाकारों को दिखाना चाहते हैं? संदर्भ मेनू है/ Do you want to show documents uploaded by bidders to all bidders participated in bid?	Yes (Documents submitted as part of a clarification or representation during the tender/bid process will also be displayed to other participated bidders after log in)
बिड लगाने की समय सीमा स्वतः नहीं बढ़ाने के लिए आवश्यक बिड की संख्या। / Minimum number of bids required to disable automatic bid extension	3
दिनों की संख्या, जिनके लिए बिड लगाने की समय-सीमा बढ़ाई जाएगी। / Number of days for which Bid would be auto-extended	3
ऑटो एक्सटेंशन अधिकतम कितनी बार किया जाना है। / Number of Auto Extension count	1
बिड से रिवर्स नीलामी सक्रिय किया/ Bid to RA enabled	No
बिड का प्रकार/ Type of Bid	Two Packet Bid
तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय / Time allowed for Technical Clarifications during technical evaluation	3 Days
अनुमानित बिड मूल्य / Estimated Bid Value	1207500000
मूल्यांकन पद्धति/ Evaluation Method	Total value wise evaluation
मूल्य दर्शाने वाला वित्तीय दस्तावेज ब्रेकअप आवश्यक है / Financial Document Indicating Price Breakup Required	Yes
मध्यस्थता खंड/ Arbitration Clause	No
सुलह खंड/ Mediation Clause	No

ईएमडी विवरण/EMD Detail

एडवाइजरी बैंक/Advisory Bank	State Bank of India
ईएमडी राशि/EMD Amount	400000

ईपीबीजी विवरण /ePBG Detail

एडवाइजरी बैंक/Advisory Bank	State Bank of India
ईपीबीजी प्रतिशत (%) /ePBG Percentage(%)	5.00
ईपीबीजी की आवश्यक अवधि (माह) /Duration of ePBG required (Months).	48

(a). जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित केटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज प्रस्तुत करने है। एमएसई केटेगरी के अंतर्गत केवल वस्तुओं के लिए विनिर्माता तथा सेवाओं के लिए सेवा प्रदाता ईएमडी से छूट के पात्र हैं। व्यापारियों को इस नीति के दायरे से बाहर रखा गया है।/EMD EXEMPTION: The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category as per GeM GTC with the bid. Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD. Traders are excluded from the purview of this Policy.

(b). ईएमडी और संपादन जमानत राशि, जहां यह लागू होती है, लाभार्थी के पक्ष में होनी चाहिए। / EMD & Performance security should be in favour of Beneficiary, wherever it is applicable.

लाभार्थी /Beneficiary :

Managing Director
 CHHATTISGARH STATE MARKETING CORPORATION LIMITED, 4th floor, Aabkari Bhawan, Labhandih, Raipur, C.G.
 (Managing Director, Csmcl, Raipur)

बोली विभाजन लागू नहीं किया गया/ Bid splitting not applied.

एमआईआई अनुपालन/MII Compliance

एमआईआई अनुपालन/MII Compliance	Yes
-------------------------------	-----

एमएसई खरीद वरीयता/MSE Purchase Preference

एमएसई खरीद वरीयता/MSE Purchase Preference	Yes
सूक्ष्म और लघु उद्यम मूल उपकरण निर्माताओं को खरीद में प्राथमिकता, यदि उनका मूल्य L1+X% तक की सीमा में हो / Purchase Preference to MSE OEMs available upto price within L1+X%	15
सूक्ष्म और लघु उद्यम को खरीद में प्राथमिकता के लिए बिड की मात्रा का अधिकतम प्रतिशत / Maximum Percentage of Bid quantity for MSE purchase preference	100

1. If the bidder is a Micro or Small Enterprise as per latest orders issued by Ministry of MSME, the bidder shall be relaxed from the eligibility criteria of "Experience Criteria" as defined above subject to meeting of quality and technical specifications. The bidder seeking Relaxation from Experience Criteria, shall upload the supporting documents to prove his eligibility for Relaxation.
2. If the bidder is a Micro or Small Enterprise (MSE) as per latest orders issued by Ministry of MSME, the bidder shall be relaxed from the eligibility criteria of "Bidder Turnover" as defined above subject to meeting of quality and technical specifications. If the bidder itself is MSE OEM of the offered products, it would be relaxed from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. The bidder seeking Relaxation from Turnover, shall upload the supporting documents to prove his eligibility for Relaxation.
3. If the bidder is a DPIIT registered Startup, the bidder shall be relaxed from the the eligibility criteria of "Experience Criteria" as defined above subject to their meeting of quality and technical specifications. The bidder seeking Relaxation from Experience Criteria, shall upload the supporting documents to prove his eligibility for Relaxation.
4. If the bidder is a DPIIT registered Startup, the bidder shall be relaxed from the the eligibility criteria of "Bidder Turnover" as defined above subject to their meeting of quality and technical specifications. If the bidder is DPIIT Registered OEM of the offered products, it would be relaxed from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. The bidder seeking Relaxation from Turnover shall upload the supporting documents to prove his eligibility for Relaxation.
5. The minimum average annual financial turnover of the bidder during the last three years, ending on 31st March of the previous financial year, should be as indicated above in the bid document. Documentary evidence in

the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the bidder is less than 3-year-old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.

6. Years of Past Experience required: The bidder must have experience for number of years as indicated above in bid document (ending month of March prior to the bid opening) of providing similar type of services to any Central / State Govt Organization / PSU. Copies of relevant contracts / orders to be uploaded along with bid in support of having provided services during each of the Financial year.

7. Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered service. If L-1 is not an MSE and MSE Service provider (s) has/have quoted price within L-1+ 15% of margin of purchase preference /price band defined in relevant policy, then 100% order quantity will be awarded to such MSE bidder subject to acceptance of L1 bid price. The buyers are advised to refer to the

[OM No.1 4 2021 PPD dated 18.05.2023](#) for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017.

8. Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and for determining the Eligibility Criteria related to Turn Over, Past Performance and Project / Past Experience etc. This has no relevance or bearing on the price to be quoted by the bidders and is also not going to have any impact on bid participation. Also this is not going to be used as a criteria in determining reasonableness of quoted prices which would be determined by the buyer based on its own assessment of reasonableness and based on competitive prices received in Bid / RA process.

9. Past Experience of Similar Services: The bidder must have successfully executed/completed similar Services over the last three years i.e. the current financial year and the last three financial years(ending month of March prior to the bid opening): -

1. Three similar completed services costing not less than the amount equal to 40% (forty percent) of the estimated cost; or
2. Two similar completed services costing not less than the amount equal to 50% (fifty percent) of the estimated cost; or
3. One similar completed service costing not less than the amount equal to 80% (eighty percent) of the estimated cost.

अतिरिक्त योग्यता /आवश्यक डेटा/Additional Qualification/Data Required

The Bidder should have executed at least X No. projects with contract value not less than (Rs) yy for eachcontract of providing manpower services to Central/ State Government Departments/ Public SectorUndertakings/ Autonomous Bodies in last N financial years:As per ATC

The Bidder should have executed at least X No. projects with supply of xx..no. of manpower in eachcontract of providing manpower services to Central/ State Government Departments/ Public SectorUndertakings/ Autonomous Bodies in last N financial years:As per ATC

Scope Of Work For the Service:[1770201807.pdf](#)

Pre Bid Detail(s)

मूल्य भिन्नता खंड दस्तावेज़/Pre-Bid Date and Time	प्री-बिड स्थान/Pre-Bid Venue
13-02-2026 15:00:00	CHHATTISGARH STATE MARKETING CORPORATION LIMITED, 4TH FLOOR, AABAKARI BHAWAN, LABHANDIH, RAIPUR, C.G.

Security Manpower Service (Version 2.0) - Retail Liquor Shops And Other Establishments; Unarmed Security Guard (2069)

तकनीकी विशिष्टियाँ /Technical Specifications

विवरण/ Specification	मूल्य/ Values
----------------------	---------------

विवरण/ Specification	मूल्य/ Values
कोर / Core	
Type of Establishment / Area	Retail liquor shops and other establishments
Category of Profile	Unarmed Security Guard
Category of Skills	Unskilled
Gender	Male
Duty Hours in a day	8
Qualification	Secondary School
Ex Servicemen	Optional
Age Limit	Up to 45 years
Years of Experience	0 - 3 years
Additional Requirements for the Security Personnel	As per ATC
Is Geographical presence of the Service Provider registered office is required in the consignee's State	Yes
Name of states/ UT for geographical presence is required	Chhattisgarh
एडऑन /Addon(s)	
अतिरिक्त विवरण /Additional Details	
Title For Optional Allowances 1	Leave Compensation (Without OT)

क्रेता द्वारा निर्धारित न्यूनतम मूल्य/Minimum Floor Price defined by Buyer

क्रेता द्वारा निर्धारित न्यूनतम मूल्य/Minimum Floor Price defined by Buyer	No
--	----

अतिरिक्त विशिष्टि दस्तावेज़ /Additional Specification Documents

परेषिती/रिपोर्टिंग अधिकारी /Consignees/Reporting Officer and Quantity

क्र.सं./S.N o.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	संसाधनों की मात्रा / Number of resources to be hired	अतिरिक्त आवश्यकता /Additional Requirement

क्र.सं./S.N o.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	संसाधनों की मात्रा / Number of resources to be hired	अतिरिक्त आवश्यकता /Additional Requirement
1	Yadunandan Rathore	492001,Abkari Bhawan, Chokranala Labhandih, Raipur, Chhattisgarh	2069	<ul style="list-style-type: none"> • Tenure/ Duration of Employment (in months) : 36 • Basic Pay (Minimum daily wage) : 429.84 • Provident Fund (INR per day) : 51.58 • EDLI (INR per day) : 2.14 • ESI (INR per day) : 16.11 • EPF Admin charge (INR per day) : 2.14 • Bonus (INR per day) : 0 • Optional Allowance 1 (in Rupees) : 66.11 • Optional Allowance 2 (in Rupees) : 0 • Optional Allowance 3 (in Rupees) : 0 • Number of working days in a month : 26

क्रेता द्वारा जोड़ी गई बिड की विशेष शर्तें/Buyer Added Bid Specific Terms and Conditions

1. Forms of EMD and PBG

Bidders can also submit the EMD with Account Payee Demand Draft in favour of

MANAGING DIRECTOR, CSMCL, RAIPUR
payable at
RAIPUR

Bidder has to upload scanned copy / proof of the DD along with bid and has to ensure delivery of hardcopy to the Buyer within 5 days of Bid End date / Bid Opening date.

2. Buyer Added Bid Specific ATC

Buyer uploaded ATC document [Click here to view the file.](#)

अस्वीकरण/Disclaimer

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization, whereby Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any eccentricity / restriction arising in the bidding process due to these ATCs and due to modification of technical specifications and / or terms and

conditions governing the bid. If any clause(s) is / are incorporated by the Buyer regarding following, the bid and resultant contracts shall be treated as null and void and such bids may be cancelled by GeM at any stage of bidding process without any notice:-

1. Definition of Class I and Class II suppliers in the bid not in line with the extant Order / Office Memorandum issued by DPIIT in this regard.
2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to exemption provided to such sellers under GeM GTC.
3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category item bunched with it.
4. Creating BoQ bid for single item.
5. Mentioning specific Brand or Make or Model or Manufacturer or Dealer name.
6. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
7. Floating / creation of work contracts as Custom Bids in Services.
8. Seeking sample with bid or approval of samples during bid evaluation process. (However, in bids for [attached categories](#), trials are allowed as per approved procurement policy of the buyer nodal Ministries)
9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying equivalent Indian Certification / standards.
10. Seeking experience from specific organization / department / institute only or from foreign / export experience.
11. Creating bid for items from irrelevant categories.
12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
13. Reference of conditions published on any external site or reference to external documents/clauses.
14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.
15. Any ATC clause in contravention with GeM GTC Clause 4 (xiii)(h) will be invalid. In case of multiple L1 bidders against a service bid, the buyer shall place the Contract by selection of a bidder amongst the L-1 bidders through a Random Algorithm executed by GeM system.
16. Buyer added ATC Clauses which are in contravention of clauses defined by buyer in system generated bid template as indicated above in the Bid Details section, EMD Detail, ePBG Detail and MII and MSE Purchase Preference sections of the bid, unless otherwise allowed by GeM GTC.
17. In a category based bid, adding additional items, through buyer added additional scope of work/ additional terms and conditions/or any other document. If buyer needs more items along with the main item, the same must be added through bunching category based items or by bunching custom catalogs or bunching a BoQ with the main category based item, the same must not be done through ATC or Scope of Work.

Further, if any seller has any objection/grievance against these additional clauses or otherwise on any aspect of this bid, they can raise their representation against the same by using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller within 4 days of bid publication on GeM. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such representations.

All GeM Sellers/Service Providers shall ensure full compliance with all applicable labour laws, including the provisions, rules, schemes and guidelines under the four Labour Codes i.e. the Code on Wages, 2019; the Industrial Relations Code, 2020; the Occupational Safety, Health and Working Conditions Code, 2020; and the Code on Social Security, 2020 as and when notified and brought into force by the Government of India.

For all provisions of the Labour Codes that are pending operationalisation through rules, schemes or notifications, the corresponding provisions of the pre-existing labour enactments (such as The Minimum Wages Act, 1948, The Payment of Wages Act, 1936, The Payment of Bonus Act, 1965, The Equal Remuneration Act, 1976, The Payment of Gratuity Act, 1972, etc. and relevant State Rules) shall continue to remain applicable.

The Seller/ Service Providers shall, therefore, be responsible for ensuring compliance under:

- **All notified and enforceable provisions of the new Labour Codes as mentioned hereinabove; and**

- **All operative provisions of the erstwhile Labour Laws until their complete substitution.**

All obligations relating to wages, social security, safety, working conditions, industrial relations etc. and any other statutory requirements shall be strictly met by the Seller/ Service Provider. Any non-compliance shall constitute a breach of the contract and shall entitle the Buyer to take appropriate action in accordance with the contract and applicable law.

This Bid is governed by the [सामान्य नियम और शर्तें/General Terms and Conditions](#), conditions stipulated in Bid and [Service Level Agreement](#) specific to this Service as provided in the Marketplace. However in case if any condition specified in सामान्य नियम और शर्तें/General Terms and Conditions is contradicted by the conditions stipulated in Service Level Agreement, then it will over ride the conditions in the General Terms and Conditions.

जेम की सामान्य शर्तों के खंड 26 के संदर्भ में भारत के साथ भूमि सीमा साझा करने वाले देश के बिडर से खरीद पर प्रतिबंध के संबंध में भारत के साथ भूमि सीमा साझा करने वाले देश का कोई भी बिडर इस निविदा में बिड देने के लिए तभी पात्र होगा जब वह बिड देने वाला सक्षम प्राधिकारी के पास पंजीकृत हो। बिड में भाग लेते समय बिडर को इसका अनुपालन करना होगा और कोई भी गलत घोषणा किए जाने व इसका अनुपालन न करने पर अनुबंध को तत्काल समाप्त करने और कानून के अनुसार आगे की कानूनी कार्रवाई का आधार होगा।/In terms of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. While participating in bid, Bidder has to undertake compliance of this and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action in accordance with the laws.

---धन्यवाद/Thank You---

CHHATTISGARH STATE MARKETING
CORPORATION LIMITED,
RAIPUR, CHHATTISGARH



TENDER DOCUMENT

**TENDER FOR EMPANELMENT OF SECURITY AGENCY FOR
SUPPLY OF SECURITY GUARDS TO CHHATTISGARH STATE
MARKETING CORPORATION LTD.**

T.No.: CSMCL/Tender/2026-27/3

Dated: 04-02-2026

DATE OF TENDER	:	04-02-2026
LAST DATE & TIME OF TENDER SUBMISSION	:	As Specified in the GeM Bid
DATE & TIME OF OPENING THE TECHNICAL BID	:	As Specified in the GeM Bid

NAME & ADDRESS OF TENDERER:

-S/D-

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

**OFFICE OF THE 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	03
SECTION II	INSTRUCTION TO BIDDERS	04-13
SECTION III	GENERAL CONDITIONS OF CONTRACT	14-24
SECTION IV	LABOUR WELFARE MEASURES	25-26
SECTION V	SCOPE OF WORK	27-29
ANNEXURE I	NO NEAR RELATIVE CERTIFICATE	30
ANNEXURE II	FORMAT OF AGREEMENT	31-33
ANNEXURE III	PRE-CONTRACT INTEGRITY PACT	34-41
ANNEXURE IV	PRICE SCHEDULE	42
ANNEXURE V	ZONE WISE/ DISTRICT WISE REQUIREMENT OF SECURITY GUARDS	43-44
ANNEXURE VI	EXPERIENCE CERTIFICATE FORMAT	45
ANNEXURE VII	CHECK LIST	46
ANNEXURE VIII	AFFIDAVIT PROFORMA	47-48

SECTION I

NOTICE INVITING TENDER THROUGH GeM PORTAL FOR CSMCL, RAIPUR

T. No.: CSMCL/Tender/2026-27/3

Dated: 04-02-2026

On behalf of Managing Director, Chhattisgarh State Marketing Corporation Limited, (here-in-after referred to as CSMCL or Corporation) bids are invited through GeM portal from interested and eligible Security Agencies for Empanelment for supply of security guards in various retail liquor shops under the jurisdiction of Managing Director, CSMCL in State of Chhattisgarh **w.e.f. 01.04.2026.**

Intending eligible bidders may download Tender Document from CSMCL website, i.e. <https://excise.cg.nic.in/csmcl/> or GeM portal. The payment for Earnest Money Deposit (hereinafter referred to as "EMD") shall be accepted as specified in GeM portal. The DD should be drawn on any Scheduled Commercial Bank payable at Raipur in favour of **MANAGING DIRECTOR, CSMCL, RAIPUR, CHHATTISGARH.**

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/2026-27/	DATED: 04-02-2026
3.	TIME AND DATE OF PRE-BID MEETING	As Specified in the GeM Bid
4.	TIME AND DATE OF SUBMITTING TENDER/BID	As Specified in the GeM Bid
5.	TIME AND DATE OF OPENING OF TENDER (TECHNICAL BID)	As Specified in the GeM Bid
6.	MINIMUM VALIDITY OF TENDER OFFER	180 DAYS FROM THE DATE OF OPENING
7.	DURATION OF CONTRACT	As per Tender document

-S/D-

**MANAGING DIRECTOR
CSMCL
RAIPUR, CHHATTISGARH**

SECTION - II

INSTRUCTION TO BIDDERS

1. EARNEST MONEY DEPOSIT

- 1.1.** The bidder shall upload a scanned copy of the Earnest Money Deposit (EMD) in the form of a Demand Draft (DD) on the GeM Portal along with the bid. The EMD valid for a period of 90 days drawn on any Scheduled Commercial Bank payable at Raipur in favour of Managing Director, CSMCL, Raipur, Chhattisgarh. The original Demand Draft shall be submitted in physical form to the office of the Managing Director, CSMCL within **five (05) days** from the date of opening of the Technical Bid, failing which the bid shall be liable to rejection. Details for EMD are given below:-

ESTIMATED ANNUAL COST (IN ₹)	ESTIMATED COST FOR 3 YEARS (IN ₹)	EMD @1% (IN ₹)
40,25,00,000	120,75,00,000	4,00,000

- 1.2.** Tenders not accompanied with requisite amount of EMD 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** Bidders who are registered as Micro and Small Enterprises (MSEs) under the MSME Act, 2006, or are registered with NSIC/ Udyam, shall be exempted from submission of Earnest Money Deposit (EMD) subject to eligibility, provided they submit valid documentary proof of such registration along with the bid. The exemption shall be applicable only for the goods/services for which the bidder is registered. In the absence of valid proof, the bid shall be treated as non-responsive.

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 Security 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. Security Agency:** The Security 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. Security Guards:** A trained and authorized individual employed or contracted by the Service Provider.
- F. 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.
- G. 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.
- H. Site:** The site shall mean the Corporation establishments through which work is to be executed under the Contract.
- I. Normal time or stipulated time:** Normal time or stipulated time means time specified in the work order to complete the work.
- J. Duration of completion of work:** The duration of completion of work or completion time shall be time specified in the work order.
- K. 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 Security 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.

3. MINIMUM ELIGIBILITY CRITERIA FOR BIDDER

The scanned copies of 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 licences/ registrations etc. as per law. Self-Attested copy of Partnership Deed or Proprietorship deed/ Memorandum of Association/ Articles as applicable shall be attached.
- 3.2.** The Bidder must be in possession of a valid licence under the Private Security Agencies (Regulation) Act, 2005 (PSARA), issued by the Home Department, Government of Chhattisgarh, and shall submit self-attested documentary evidence of the same along with the bid. The said licence must be valid up to 31st March, 2029.
- 3.3.** Bidder must have GST registration certificate issued by competent authority. Bidder shall furnish copy of latest filed GST returns along with its acknowledgment.
- 3.4.** The bidder shall possess valid EPF and ESI registrations with the competent authority. Documentary proof of EPF registration must be submitted along with the bid.
- 3.5.** Bidder should have valid labour licence of minimum 1000 security guards as per Contract Labour (Regulation and Abolition) Act, 1970. (The bidder should submit consolidated Self-attested copy of valid Labour Licence showing number of employees issued by the competent authority under the Contract Labour (Regulation and Abolition) Act, 1970.)
- 3.6.** The bidder shall have an average annual turnover of security guard supply work of not less than ₹20.00 Crore during the past three completed

consecutive financial years, i.e., FY 2022-23, FY 2023-24, and FY 2024-25. CA-certified balance sheets and turnover certificates for the above-mentioned financial years shall be submitted as documentary evidence.

- 3.7.** The bidder must possess a minimum experience of three (03) years of providing security services to Government Departments, Government Institutions, Government Organizations, PSUs, Co-operative Societies, and/or Private Sector Companies. (A certificate from the principal employer regarding successful completion of work order should be provided for calculating year of experience which should clearly mention the year of service provided as per Annexure VI)
- 3.8.** Bidders claiming exemption from turnover and/or experience criteria as Micro and Small Enterprises (MSEs) or Start-ups shall mandatorily submit, along with the bid, a valid Udyam/ NSIC Registration Certificate or DPIIT Start-up Recognition Certificate, as applicable, issued at least one year prior to the date of bid submission, valid as on the date of bid submission, and covering the relevant line of activity; failing which, such bidder shall not be considered eligible for exemption and the bid shall be evaluated without granting the said benefit.
- 3.9.** 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.
- 3.10.** 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 VIII)

4. PRICE SCHEDULE

The empanelled agency shall be paid as per Price Schedule mentioned at Annexure-IV 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 through GeM Portal. The Corporation shall respond through GeM portal.
- 5.2.** A Pre-bid meeting of the interested parties shall be convened at the designated date, time and place as provided in GeM bid document.

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 Addendum / Corrigendum.
- 6.2.** Any Addendum/ Corrigendum issued in respect of this tender shall be published on the GeM Portal for information of all prospective bidders. Such Addendum/ Corrigendum shall form an integral part of the tender document.
- 6.3.** To afford prospective bidders a reasonable time to take the Addendum/ Corrigendum 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 Addendum/ Corrigendum if any, issued by the Corporation.
- 6.5.** CSMCL also reserves the right to modify or alter the Tender Document and 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. BID FORMS (TWO BID FORMAT)

- 8.1** The bid shall be submitted online only through the Government e-Marketplace (GeM) Portal, in accordance with the bid submission procedures and instructions prescribed on the GeM portal from time to time.
- 8.2** No physical submission of bids, documents, or any other instrument shall be accepted under any circumstances. Any bid not submitted through the GeM portal or not in conformity with the GeM guidelines shall be treated as non-responsive and shall be liable for rejection.

The bidder is requested to examine all instructions, forms, terms and specification in the Tender document and GeM bid. 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.

- 8.3** The bid will be submitted in Two bid format. Firstly, technical bid will be opened and scrutinized by the technical bid committee. Price bid will be opened for only those bidders who qualify in technical bid.
- 8.4** The technical evaluation of bids shall be carried out strictly based on the documents submitted by the bidders through the GeM portal. Only bidders qualifying in the technical evaluation shall be considered for the opening of the financial bid.
- 8.5** The financial bids shall be evaluated to determine L1, and the order shall be split among four bidders. Only such four bidders shall be empanelled by CSMCL for the supply of security guards through GeM portal. Allocation of districts/zones shall be made as per Annexure V.

9. 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.

10. BID OPENING AND EVALUATION:

10.1 Bid Opening through GeM Portal - Opening of bids shall be carried out online through the GeM Portal. No physical opening of bids or presence of bidders or their representatives shall be required.

10.2 Technical Evaluation

10.2.1 The Technical Bids shall be evaluated by the Tender Evaluation Committee in accordance with the GeM requirements, eligibility conditions, technical parameters, and evaluation methodology specified in the tender document.

10.2.2 Technical evaluation shall be carried out on the GeM Portal. Bidders meeting the minimum qualifying technical criteria shall be treated as technically qualified bidders. Remaining bidders shall stand disqualified.

10.3 Financial Bid - Bidders shall quote Financial Bid rates in compliance with GeM guidelines, inclusive of manpower service charges ranging from 3.85% to 7% of wages. Bids quoting service charges below 3.85% shall be non-responsive. Evaluation and finalization shall be based on the L1 rate.

10.4 Financial Bid Opening and Ranking

10.4.1 Financial Bids of only those bidders who are found technically qualified shall be opened online through the GeM Portal.

10.4.2 Based on the financial bids submitted, the GeM Portal shall automatically determine the Lowest Bidder (L1) in accordance with GeM guidelines.

10.4.3 In this tender, where the work is proposed to be distributed/split between four bidders, the bidder ranked L2, L3 and L4 by GeM portal shall be invited, through the GeM Portal or in writing, to match the L1 price.

- 10.4.4 The bidders shall convey their consent to match the L1 price within forty-eight (48) hours of such request on the GeM Portal or in writing.
- 10.4.5 In case such bidders fail to submit consent within the stipulated time or refuse to match the L1 price, the bidder ranked next shall be invited to match the L1 price on similar terms. This process shall continue sequentially with the next ranked bidder(s) until three bidders agree to match the L1 price or as decided by CSMCL and so on.
- 10.4.6 Upon consent by the eligible bidders to match the L1 price within the prescribed time, the L1 bidder and the price-matching bidders shall be considered for award of work at the L1 price.

10.5 Multiple L1 Scenario

- 10.5.1 In case of multiple bidders quoting the same L1 price, the GeM Portal shall identify a system-generated L1 bidder as per GeM methodology.
- 10.5.2 In the event of multiple bidders being declared L1 on the GeM portal due to identical lowest quoted prices, the total quantity/work shall be split among three such eligible bidders. The system-generated L1 bidder shall be considered first for award. Thereafter, among the remaining L1 bidders, precedence for award of the next portions of work shall be given to bidders having higher annual turnover as compared to other L1 bidders, subject to fulfillment of all eligibility criteria and tender conditions. Allocation of districts/zones shall be made as per discretion of MD, CSMCL.

10.6 Allocation of Work

- 10.6.1 Allocation of work between the selected bidder(s) shall be carried out administratively by CSMCL through the GeM Portal in accordance with the tender conditions.
- 10.6.2 Out of the four (4) zones under this tender, procurement to the extent of 25% of the total quantity shall be reserved for Micro and Small Enterprise (MSE) firms as per prevailing government norms.
- 10.6.3 Bidders shall have no right to claim or choose any particular Zone/district, and the decision of the Corporation regarding allocation shall be final and binding.

11. Purchase Preference to MSEs: Purchase preference to eligible Udyam/NSIC-registered Micro and Small Enterprises (MSEs) shall be extended in accordance with the Public Procurement Policy for MSEs and applicable GeM procurement

rules, including L1+15% price matching, subject to the discretion of the Managing Director, CSMCL, whose decision shall be final and binding.

12 . AWARD OF CONTRACT

12.1 Based on the technical and financial evaluation carried out through the GeM Portal, the successful bidder(s) determined in accordance with the L1 price discovery and price-matching process shall be empanelled by CSMCL for the supply of security guards. The work order shall be awarded and/or split among such successful bidder(s) at the L1 price as per Annexure – V.

12.2 The Contract shall be valid for a period of 3 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 3 years the Corporation may renew this contract on its own for a further period of 6 months for one year.

12.3 The Managing Director CSMCL reserves the right to withdraw the work from the selected agency and allot it to other agency or change the districts allotted to agencies as per convenience of CSMCL from time to time during contract period. In case of such re-allotment any security agency shall not make a claim on a Zone/district.

12.4 In case of any unforeseen circumstances, the Managing Director, CSMCL reserves the right to allot additional work to empanelled agency for zones/districts other than its existing zones/districts and to take suitable decisions in the interest of CSMCL.

12.5 The Contract Generation on GeM portal shall constitute award to the successful bidder.

12.6 CSMCL reserves right to sign a separate agreement with empanelled firms apart from GeM generated contract as per Annexure-II.

13 . PERFORMANCE SECURITY

13.1 The successful bidder shall, within two (02) weeks from the date of award of work by the Corporation, deposit an amount equal to 5% (five percent) of the cost of the awarded work as Performance Security Deposit. Performance Security may be submitted in any form permitted on GeM, including Bank Guarantee, Fixed Deposit Receipt (FDR), Insurance Surety Bond, or any other instrument enabled on GeM.

- 13.2** Performance Security shall remain valid for a period of not less than 4 years or till completion of audit, whichever is later.
- 13.3** 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.
- 13.4** 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.
- 13.5** 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.
- 13.6** In case of any claims or any other contractual obligations are outstanding, the bidder shall extend the validity of PSD as required by the Corporation till such time as the bidder settles all claims and completes all contractual obligations.
- 13.7** In case, the successful bidder fails to submit the PSD, CSMCL may cancel the award of contract and forfeit EMD of the bidder. Moreover, the bidder may be blacklisted from future tenders of CSMCL and the work order will be issued to other empanelled firms.

14 CORRUPT OR FRAUDULENT PRACTICES

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;

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 Security Agency for Supply of Security Guards 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 Security 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 security guards will be revised if the minimum wage exceeds the payment fixed in the tender.

4. SUB-LETTING

The Security 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 Security Agency's Security Deposit 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 Security 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

7.1 The Security Agency shall be paid service charges at the rate quoted by the L1 bidder in this tender, calculated on the consolidated monthly wages paid to the deployed personnel, inclusive of statutory components such as EPF, ESIC,

EDLI and applicable deductions, subject to submission of verified bills and statutory compliance.

7.2 Escrow Account for Payment to the security guards -

7.2.1 The Contractor shall establish and maintain a dedicated escrow account with a bank approved by the Employer for the sole purpose of disbursing wages and statutory labour payments related to this Contract.

7.2.2 The Contractor shall deposit into the escrow account, on a monthly basis, sufficient funds to cover all wages, overtime payments, and statutory benefits payable to workers engaged under this Contract.

7.2.3 Disbursement from the escrow account shall be made only upon submission and verification of attendance records, payroll statements, and statutory compliance documents, and shall be subject to approval by the Employer or its authorized representative.

7.2.4 Failure to maintain adequate funds in the escrow account or failure to comply with labour payment obligations shall constitute a material breach of the Contract and may result in suspension of payments, penalties, or termination of the Contract.

7.3 The attendance of employees will be registered on Aadhaar Enabled Biometric Attendance System (AEBAS) or as decided by CSMCL. The payment of the employees will be calculated as per attendance registered on Aadhaar Enabled Biometric Attendance System (AEBAS) portal by the employees or otherwise.

7.4 The losses incurred in retail shops due to Security guard as per Audit report will be deducted from the service charges payable to the firm. If the losses reported in the Audit Report are more than the bills pending with the Corporation, the Agency shall deposit the difference/shortfall amount with the Corporation within ten (10) days from the date of intimation.

Failure to deposit the said amount within the stipulated period shall authorize the Corporation to recover the entire shortfall from the PSD forthwith, without any notice, consent, or further intimation to the Agency.

The Agency shall mandatorily replenish the Security Deposit accordingly. Non-compliance shall be treated as a material breach of contract.

- 7.5** In no case, any amount other than penalty and deduction as prescribed in Penalty and deduction clause is to be imposed on Employee.
- 7.6** Payment of wages by Security Agency to outsourced persons shall not be condition precedent or linked with payment of bills by CSMCL.
- 7.7 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 Security 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 Security Agency and CSMCL, for supply of Security Guards.
- 7.8** 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 Security Guards 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.
- 8. PENALTY AND DEDUCTION CLAUSE**
- 8.1.** In the event of breach or violation of any statutory provision or any term, condition, or covenant of this Contract, the Corporation shall be entitled to recover liquidated damages, as a genuine pre-estimate of loss, up to a maximum of ten percent (10%) of the total contract value, at its discretion.
- 8.2.** Failure to provide a Security Guard for the assigned shift or failure to arrange an immediate replacement shall attract a penalty of ₹500 per guard per shift, in addition to recovery of wages for the unattended period.
- 8.3.** Non-compliance with statutory obligations such as minimum wages, EPF, ESI, insurance, licensing, or GeM conditions shall result in penalty as per GeM

guidelines, recovery of dues, and may lead to suspension or termination of the contract.

- 8.4.** Any act of negligence, including sleeping on duty, intoxication, abandonment of post, failure to prevent unauthorized access, or failure to report incidents, shall attract a penalty of ₹500 per instance and may lead to immediate replacement of the concerned Security Guard.
- 8.5.** In case of loss, theft, or damage to stock, cash, records, or property attributable to negligence or dereliction of duty by the Security Guard, the Agency shall be liable for recovery of the assessed loss, in addition to applicable penalties.
- 8.6.** All penalties imposed shall be recoverable from the Agency's monthly bills, security deposit, or any other dues payable to the Agency.
- 8.7.** In case of any excise offence or criminal offence is committed by security guards of the Security Agency, they will be punishable as per respective law and CSMCL will not be responsible for their aforesaid act.
- 8.8.** In case of unsatisfactory performance or any other reason the Corporation shall impose penalty on the security agency and if the agency wants to deduct any amount or impose a penalty on security guards of any shop(s) such penalty shall be strictly restricted to the security guards of those shops and shall be levied only after providing the security guards a fair opportunity of being heard. Further the penalty shall be imposed as per the applicable labour laws. In no case the security agency shall impose penalty or recover dues from security guards of any other shop.
- 8.9.** For any unethical conduct or breach of terms of contract the Security Agency shall be held liable and penalized as per instruction of the Managing Director.
- 8.10.** In addition to the above clauses, the Service Level Agreement (SLA) and penalty provisions as prescribed under the Government e-Marketplace (GeM) for security services shall also be applicable to this contract, to the extent relevant and in accordance with the GeM General Terms and Conditions at discretion of MD, CSMCL.

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 Security Agency commits breach of any terms and conditions of the contract.
- B.** If the Security 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 Security 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 Security 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 Security Agency without compensation to the Security Agency, if the Security 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 Security Agency. In such case(s) the Security 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 Security Agency directing the Security Agency to take corrective action. A definite time schedule for corrective action shall be mentioned in the show cause notice. If the Security 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 Security 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: During the period of service of notice and its effectiveness, the Security Agency should not be allowed to remove any material/ equipment from the site belonging to the Corporation.

12. INDEMNITIES

12.1 The Security 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 Security 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 Security 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 Security Agency shall reimburse Managing Director or pay to Managing Director forthwith on demand without protect or

demur all cost, charges and expenses and losses and damages otherwise incurred by it in consequences of any claim, damages and actions which may be brought against Managing Director arising out of or incidental to or in connection with the operation covered by the Security Agency.

12.2 The Security 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 Security 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 Security 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 must sign Integrity Pact as per format given in Annexure- III.

19. SPECIAL CONDITIONS

- 19.1** 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.
- 19.2** The Corporation reserves the right to blacklist a bidder for maximum period of 3 years in case it fails to honour its bid without sufficient grounds.
- 19.3** The security guard 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.
- 19.4** 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.
- 19.5** No Gazette officer or any retired Gazette Officer employed in Corporation, or any other Government Department/PSU is allowed to work as a Security 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 Security 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 Security Agency's service as the case may be.
- 19.6** In the event of the contactor being, adjusted insolvent or going voluntarily into liquidation of 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 Security 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.

- 19.7** 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 Security Agency. However, Managing Director, at its discretion may permit Security Agency's successors to perform the duties or engagements of the Security Agency under the contract, in case of death. In this regard the decision of Managing Director shall be final.
- 19.8** In the event of the Security Agency, winding up its company on account of transfer or merger of its company with any other, the Security 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 Security Agency under this contract and be subject to its liabilities there under.
- 19.9** Interpretation of the contract document: The representative of Managing Director and the Security 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 Security Agency's responsibility to thoroughly familiarize all its supervisory personnel with the contents of all the contract documents.
- 19.10** Notification - The Security Agency shall give in writing to the proper person or authority with a copy to the Manager such notification as may be mandatory or necessary in connection with the commencement, suspension, resumption, performance and/ or completion of the contracted work. All notice shall be given sufficiently in advance of the proposed operation to permit proper co-relation of activities and the Security 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.
- 19.11** Shut down on account of weather conditions: The Security 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.

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

SECTION IV

LABOUR WELFARE MEASURES, COMPENSATION & LEGAL COMPLIANCE (Aligned to Chhattisgarh Labour Laws)

1. Contractor's Labour Regulations

1.1 Labour Licence - The Security Agency shall obtain and maintain a valid licence/registration, wherever applicable, for engagement of contract labour under the Contract Labour (Regulation and Abolition) Act, 1970 *or*, upon its enforcement, the Occupational Safety, Health and Working Conditions Code, 2020 and the Rules made thereunder, within sixty (60) days from the date of award of the contract, and shall keep the same valid and in force till completion of the contract.

1.2 Working Hours - The normal working hours of any worker shall not exceed 8 hours per day and 48 hours per week, exclusive of rest intervals, in accordance with applicable labour laws in force in Chhattisgarh including the Contract Labour (Regulation and Abolition) Act, 1970 and the Code on Occupational Safety, Health and Working Conditions, 2020, as and when enforced.

Any work performed beyond prescribed hours shall be treated as overtime and paid at twice the ordinary rate of wages. Weekly rest and substituted holidays shall be provided as per law.

1.3 Display of Notices - Notices relating to wages, working hours, wage period, payment date and contractor details shall be displayed at conspicuous places in English and Hindi.

1.4 Payment of Wages - Wage period shall not exceed one month. Wages shall be paid within 7 days of the end of wage period and within 2 working days in case of termination. Wages shall not be less than minimum wages notified by the Government of Chhattisgarh and shall be paid through bank/electronic mode only.

1.5 Deductions and Fines - No deductions shall be made except those permitted under applicable law. Workers shall be given an opportunity of being heard before imposing any fine.

1.6 Labour Records - Statutory registers including muster roll, wage register, overtime register, accident register etc. shall be maintained physically or electronically.

- 1.7 Attendance-cum-Wage Slip** - Attendance-cum-wage slips shall be issued to all workers and acknowledgement obtained.
- 1.8 Appointment and Termination** - Appointment or termination shall be subject to approval of the competent authority of the Corporation.
- 1.9 Service Certificate** - Service certificate shall be issued on termination of employment.
- 1.10 Preservation of Records** - Labour records shall be preserved for minimum three years.
- 2. Social Security & Insurance** - Compliance with EPF, ESI, Gratuity laws and Code on Social Security, 2020 as applicable. Group insurance to be provided where statutory coverage is not applicable.
- 3. Accident Compensation** - Compensation shall be paid as per Employees' Compensation Act, 1923 or applicable provisions of Social Security Code.
- 4. Inspection & Enquiry** - Authorized officers shall have right to inspect and enquire. Full cooperation shall be extended.
- 5. Inspection of Records** - Records shall be produced for inspection as required.
- 6. Submission of Returns** - All statutory returns shall be submitted within prescribed timelines.
- 7. Amendments** - Corporation may amend clauses as per law.
- 8. Prohibition of Child Labour** - Strict compliance with Child and Adolescent Labour (Prohibition and Regulation) Act, 1986.
- 9. Penal Consequences** - Non-compliance shall attract penalties and contractual action.
- 10. Compliance with Laws** - The Security Agency shall comply with all applicable Central and State labour laws in Chhattisgarh and indemnify the Corporation against any liability.
- 11. Naukarnama** - All security guards deployed in retail liquor shops shall possess valid Naukarnama issued by State Excise Department.
- 12. Tools** - The Placement Agency shall, at its own cost, provide all tools, appliances, and equipment required for proper execution of the work. The Security Agency shall also supply, without extra charge, the necessary personnel, materials, and means for setting out the work as required.

SECTION V

SCOPE OF WORK

- 1.** The scope of work shall include the provision, deployment, and management of trained and disciplined unarmed Security Guards for 24×7 security of retail liquor shops and other establishments of Chhattisgarh State Marketing Corporation Limited (CSMCL) across designated districts, as requisitioned by the Officer-in-Charge appointed by the Managing Director, CSMCL.
- 2.** The Agency shall ensure that Security Guards work in eight (08) hour shifts to provide 24×7 coverage, ordinarily from 6:00 AM–2:00 PM, 2:00 PM–10:00 PM, and 10:00 PM–6:00 AM, or as prescribed by CSMCL, and that no guard works beyond the prescribed shift duration of eight hours.
- 3.** The Agency shall ensure that all Security Guards deployed under this contract are domicile of the State of Chhattisgarh.
- 4.** The Security Agency shall always ensure 100% deployment and uninterrupted availability of Security Guards at all liquor shops and CSMCL establishments, including nights, holidays, and exigencies.
- 5.** The Security Guards shall be responsible for providing security and protection to all stock, cash, records, equipment, infrastructure, and other movable and immovable assets at liquor shops and CSMCL establishments. They shall maintain vigilance during duty hours, monitor and deter unauthorized access or activities, and promptly report any loss, damage, theft, or security-related incident, remaining accountable for their assigned duties throughout their deployment period.
- 6.** Any illegal, suspicious, or unauthorized activity noticed in or around the shop premises shall be immediately reported to the Security Agency and the concerned District Officers of CSMCL.
- 7.** No person blacklisted or debarred by CSMCL shall be deployed under this contract. Any violation shall be treated as a material breach, liable for termination of contract and forfeiture of Performance Security.
- 8.** The Security Agency, in coordination with the concerned CSMCL District Head or authorized representative, shall conduct fortnightly inspections to ensure compliance with contractual and security requirements.

9. The Security Agency shall ensure that all deployed personnel meet prescribed eligibility criteria including qualification, age, domicile, medical fitness, and police verification prior to deployment.
10. The Security Agency shall ensure timely payment of wages to Security Guards strictly in accordance with rates notified by CSMCL and applicable statutory provisions.
11. To deploy supervisory and managerial personnel for effective management and supervision of all the operations.

12. PAYMENT TO SECURITY GUARDS

- 12.1 The payment schedule and qualifications, age, and domicile requirement is as per table A given below.
- 12.2 The Liquor shops are open on all days except dry days. To compensate for holidays, 4 - days extra salary will be paid on monthly salary.
- 12.3 The payments to the security guards will be made as per following details below: -

A. MONTHLY PAY OF SECURITY GUARDS AND ELIGIBILITY

S.N	Manpower Details	Age	Domicile	Pay Per Month (Rs.)
1	SECURITY GUARD	Minimum 21 years	Chhattisgarh	11,176/-

12.4 Salary Accounts and Payment Timelines –

- 12.4.1 The Agency shall open salary bank accounts for all deployed security guards only with the bank designated by CSMCL. The Agency shall furnish salary slips and proof of salary disbursement to CSMCL as and when required.
- 12.4.2 Any delay in payment of salaries beyond the stipulated timelines shall attract a day-wise penalty, as prescribed under the Penalty and Deductions clause of the tender or as per applicable GeM rules.
13. Uniform to Security Guards - The Agency shall provide Security Guards with prescribed uniform (cap, cane, whistle, name badge) and Photo ID card, along with all required safety gear and non-lethal protective equipment for effective discharge of duties. No guard shall be deployed without the prescribed uniform and ID card. Deployment without uniform and/or ID card shall attract a penalty of up to ₹5,000 per guard. The Agency shall provide at least two sets of uniforms free of cost to each guard every six months.

14. Responsibilities of Security guards deployed and other conditions

- 14.1** In the event of leave, absence, or vacancy of any Security Guard, the Agency shall immediately deploy a suitable replacement Security Guard to ensure uninterrupted security coverage of the premises on a 24×7 basis.
- 14.2** In case the minimum wages as per prevailing law exceeds the payment so fixed for security guards on any date, the wages concerned will be revised.
- 14.3** The agency must deploy One State Coordinator and One District Coordinator in each district where services are provided for effective management and supervision of all the operations at their own cost. The appointment, deployment, replacement, or re-assignment of the supervisory personnel specified above shall be subject to prior approval of CSMCL.
- 14.4** As and when required by CSMCL, the Security Agency shall deploy additional Security Guards on temporary or emergency basis at pro-rata rates, subject to a minimum notice period of two (02) days, unless waived due to exigency.
- 14.5** The deployed personnel shall not bring any article, material, or item unrelated to their assigned duties into the premises.
- 14.6** Compliance with Instructions and Government Directions: The deployed Security Guards and the Agency shall strictly comply with all instructions, circulars, orders, and operational guidelines issued from time to time by CSMCL or competent authority in relation to security, crowd control, and maintenance of law and order, without any claim for additional cost or compensation.

ANNEXURE-I
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

Security 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 - II

FORMAT OF AGREEMENT

This agreement is made on thisday of (month)(year)between M/s(Name of Security Agency) hereinafter called "The Security 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 Security Agency has offered to enter into contract with Managing Director for Empanelment for supply of security guards 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 Security 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 Security 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 GeM Contract and Tender Document No._____, Dated: _____, shall form part and parcel of this Agreement and integral part of this agreement.

3. The Bid document (Qualifying), 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 Security 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 Security 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 Security 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 Security 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 Security 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 Security 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 Security 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 Security 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 Security 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 Security 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 Security
Agency in the presence of.**

Witness:

1.....

2.....

**Signed & delivered on behalf
of the Managing Director by
authorized signatory in the
presence of.**

Witness:

1.....

2.....

ANNEXURE – III

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 Fixed Deposit Receipt (FDR) 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

BIDDER SIGNATURE
CHIEF EXECUTIVE OFFICER

Designation

Department/ PSU

Witnesses

Witnesses

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

2).....

2).....

.....

.....

ANNEXURE -IV

**TENDER FOR EMPANELMENT OF SECURITY AGENCY FOR SUPPLY
OF SECURITY GUARDS TO CHHATTISGARH STATE MARKETING
CORPORATION LTD.**

PRICE SCHEDULE

Tender No: - CSMCL/Tender/2026-27/3

S.No.	AMOUNT PAYABLE BY CORPORATION	
(1)	(2)	(3)
1	Wages of security guards supplied by agency	As per Clause No. 12 of Section No. V
2	EPF/ESIC Contribution by Employer	As per the Code on Social Security, 2020 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. 12 of Section No. V)	As per L1 rate finalized on GeM Portal through Financial Bid

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

Signature of the Bidder with Seal

ANNEXURE -V**ZONE-WISE/ DISTRICT-WISE REQUIREMENT OF SECURITY GUARDS**

Zone No.	S.N.	District Name	Shop List	Per Shop Security Guard (4x3)	Total Security Guard
1	2	3	4	5	6
1	1	CSMCL Head Office	0	2	524
		Raipur	79	237	
	2	Baloudabazar	28	84	
	3	Janjgir-Champa	48	144	
	4	Sakti	19	57	
2	5	Bilaspur	66	198	516
	6	Mungeli	15	45	
	7	Balrampur-Ramanujganj	5	15	
	8	Jashpur	11	33	
	9	Korba	37	111	
	10	Manendragarh-Chirmiri-Bharatpur	18	54	
	11	Sarguja	9	27	
	12	Surajpur	11	33	
3	13	Mahasamund	39	117	516
	14	Raigarh	37	111	
	15	Sarangarh-Bilaigarh	22	66	
	16	Kabirdham	23	69	
	17	Khairagarh-Chhuikhadan-Gandai	9	27	
	18	Balod	20	60	
	19	Mohla-Manpur-Ambagarhcouki	4	12	
	20	Rajnandgaon	18	54	
4	21	Durg	63	189	513
	22	Bemetara	17	51	
	23	Bijapur	5	15	
	24	Dantewada	5	15	
	25	Dhamtari	27	81	
	26	Gariyaband	15	45	
	27	Jagdapur	6	18	

28	Kanker	14	42	
29	Kondagaon	5	15	
30	Narayanpur	2	6	
31	Koriya	5	15	
32	Gourela Pendra Marwahi	3	9	
33	Sukma	4	12	
Total		689	2069	2069

(Note: The number of Shops and Security Guards may vary as per the requirements of CSMCL. The Agency shall be bound to deploy Security Guards at the respective locations in such numbers as directed by CSMCL from time to time, without any additional cost.)

ANNEXURE – VI

(Letterhead of the Organization)

EXPERIENCE CERTIFICATE FORMAT

(As per Section II, clause 3.6)

It is certified that M/s _____ (Name of the firm) has successfully executed Work Order No. _____ for providing security services for the period of _____. The firm has executed the Work Order satisfactorily. Years of Service with details.

Sno.	Name of firm	Period of Service (From – To)	Duration (Years)	Remarks
01.				
02.				
03.				

Authorized Signatory: _____ **Seal & Sign:** _____

ANNEXURE – VII

CHECK-LIST

Bidders are requested to duly fill in this Check List. This checklist contains certain important parameters only to facilitate the bidder to make sure that the necessary data/information is provided. This, however, does not 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 requisite scanned copy of Earnest Money Deposit (EMD) from the Bidder has been submitted.	YES/NO
II.	Whether the following details have been furnished:	
	1. Turnover certificate from CA of last three financial years.	YES/NO
	2. Certified copies of Balance Sheet etc. of last three Financial years.	YES/NO
III.	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. Experience Certificate as per Section II clause 3.6	YES/NO
	3. Certificate of “No near relative”	YES/NO
	4. Copy of EPF/ESIC Registration certificate	YES/NO
	5. Copy of valid PSARA License	YES/NO
	6. Copy of GST Registration Certificate along with copy of latest filed GST return	YES/NO
	7. Copy of Valid Labour Licence Certificate	YES/NO
	8. Affidavit of “Blacklisting and Non- Blacklisting” by Government /Semi Government or any other statutory body.	YES/NO

Signature of the Bidder with Seal

ANNEXURE - VIII

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/Blacklisted 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 9 of Section II 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/ Blacklisting 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 _____ 2026.

Signature of the Tenderer

Signature and Seal of Notary