



बिड संख्या/Bid Number: GEM/2026/B/7611905

दिनांक /Dated: 02-06-2026

## बिड दस्तावेज़ / Bid Document

बिड विवरण/Bid Details	
बिड बंद होने की तारीख/समय /Bid End Date/Time	23-06-2026 16:00:00
बिड खुलने की तारीख/समय /Bid Opening Date/Time	23-06-2026 16:30:00
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
शिकायत निवारण के संपर्क विवरण/ Contact details of Grievance redressal	gm-csmcl@cg.gov.in
वस्तु श्रेणी /Item Category	Monthly Basis Cab & Taxi Hiring Services - MUV; 2500 km x 320 hours; Outstation 24*7 , Monthly Basis Cab & Taxi Hiring Services - Premium Sedan; 2500 km x 320 hours; Outstation 24*7
अनुबंध अवधि /Contract Period	3 Year(s)
बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का) /Minimum Average Annual Turnover of the bidder (For 3 Years)	350 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
एमएसएमई के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है/MSE Relaxation for Years of Experience and Turnover	No
स्टार्टअप के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है /Startup Relaxation for Years of Experience and Turnover	No

<b>बिड विवरण/Bid Details</b>	
<b>विक्रेता से मांगे गए दस्तावेज़/Document required from seller</b>	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
<b>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?</b>	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)
<b>बिड लगाने की समय सीमा स्वतः नहीं बढ़ाने के लिए आवश्यक बिड की संख्या। / Minimum number of bids required to disable automatic bid extension</b>	3
<b>दिनों की संख्या, जिनके लिए बिड लगाने की समय-सीमा बढ़ाई जाएगी। / Number of days for which Bid would be auto-extended</b>	3
<b>ऑटो एक्सटेंशन अधिकतम कितनी बार किया जाना है। / Number of Auto Extension count</b>	1
<b>बिड से रिवर्स नीलामी सक्रिय किया/Bid to RA enabled</b>	Yes
<b>रिवर्स नीलामी योग्यता नियम/RA Qualification Rule</b>	50% Lowest Priced Technically Qualified Bidders
<b>बिड का प्रकार/Type of Bid</b>	Two Packet Bid
<b>तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय /Time allowed for Technical Clarifications during technical evaluation</b>	2 Days
<b>अनुमानित निविदा मूल्य (सभी करों सहित) भारतीय रुपये में / Estimated Bid Value in INR (Inclusive of all taxes)</b>	200340000
<b>Payment Timelines</b>	Payments shall be made to the Seller within <b>30</b> days of issue of service delivery acceptance certificate (SDAC) and on-line submission of bills (This is in supersession of 10 days time as provided in clause 12 of GeM GTC)
<b>मूल्यांकन पद्धति/Evaluation Method</b>	Total value wise evaluation
<b>मूल्य दर्शाने वाला वित्तीय दस्तावेज ब्रेकअप आवश्यक है / Financial Document Indicating Price Breakup Required</b>	Yes
<b>मध्यस्थता खंड/Arbitration Clause</b>	No
<b>सुलह खंड/Mediation Clause</b>	No

#### ईएमडी विवरण/EMD Detail

एडवाइजरी बैंक/Advisory Bank	State Bank of India
ईएमडी राशि/EMD Amount	2003400

#### 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 हैं। 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, Near Chokra Nala,  
Labhandi, Raipur, Chhattisgarh - 492001  
(Managing Director, Csmcl, Raipur)

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

#### एमआईआई अनुपालन/MII Compliance

एमआईआई अनुपालन/MII Compliance	Yes
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#### एमएसई खरीद वरीयता/MSE Purchase Preference

एमएसई खरीद वरीयता/MSE Purchase Preference	No
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1. 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.
2. 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.
3. 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.

4. 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.

5. Reverse Auction would be conducted amongst first 50% of the technically qualified bidders arranged in the order of prices from lowest to highest. Number of sellers eligible for participating in RA would be rounded off to next higher integer value if number of technically qualified bidders is odd (e.g. if 7 bids are technically qualified, then RA will be conducted amongst L-1 to L-4). In case number of technically qualified bidders are 2 or 3, RA will be between all without any elimination. If Buyer has chosen to split the bid amongst N sellers, then minimum N sellers would be taken to RA round. In case Primary products of only one OEM are left in contention for participation in RA based on lowest 50% bidders qualifying for RA, the number of sellers qualifying for RA would be increased to get at least products of one more OEM (directly participated or through its reseller) if available. Further, if bid(s) of any seller(s) eligible for MSE preference is / are coming within price band of 15% of Non MSE L-1 or if bid of any seller(s) eligible for Make in India preference is / are coming within price band of 20% of non MII L-1, then such MSE / Make in India seller shall also be allowed to participate in the RA process.

#### अतिरिक्त योग्यता /आवश्यक डेटा/Additional Qualification/Data Required

**Minimum years (up to 5 years) of experience in related field:3**

**Scope of Work:**[1780394378.pdf](#)

#### **Monthly Basis Cab & Taxi Hiring Services - MUV; 2500 Km X 320 Hours; Outstation 24\*7 ( 69 )**

#### तकनीकी विशिष्टियाँ /Technical Specifications

विवरण/ Specification	मूल्य/ Values
<b>कोर / Core</b>	
Vehicle Type	MUV
Type of car (Please select at least 3 options)	Maruti Suzuki Ertiga , Toyota Innova , Mahindra Bolero , Mahindra Bolero Neo
Usage Variant	2500 km x 320 hours
Type of Service	Outstation 24*7
Year of Vehicle Model	2023 , 2024 , 2025 , As per ATC
Km Travelled	As per ATC
Air Conditioning Requirement	A/C
Area of Operation	Hilly Areas
Fuel Type	Diesel
<b>एडऑन /Addon(s)</b>	

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

क्रेता द्वारा निर्धारित न्यूनतम मूल्य/Minimum Floor Price defined by Buyer	No
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**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 Vehicles Required	अतिरिक्त आवश्यकता /Additional Requirement
1	Yadunandan Rathore	492001,Abkari Bhawan, Chokranala Labhandih, Raipur, Chhattisgarh	69	<ul style="list-style-type: none"><li>Duration in Months for which service is required : 36</li></ul>

**Monthly Basis Cab & Taxi Hiring Services - Premium Sedan; 2500 Km X 320 Hours;  
Outstation 24\*7 ( 6 )****तकनीकी विशिष्टियाँ /Technical Specifications**

विवरण/ Specification	मूल्य/ Values
<b>कोर / Core</b>	
Vehicle Type	Premium Sedan
Type of car (Please select at least 3 options)	Maruti Suzuki Dzire , Maruti Suzuki Ciaz , Hyundai Verna , Hyundai Aura
Usage Variant	2500 km x 320 hours
Type of Service	Outstation 24*7
Year of Vehicle Model	2023 , 2024 , 2025 , As per ATC
Km Travelled	As per ATC
Air Conditioning Requirement	A/C
Area of Operation	Hilly + Plain Area
Fuel Type	Diesel
<b>एडऑन /Addon(s)</b>	

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

क्रेता द्वारा निर्धारित न्यूनतम मूल्य/Minimum Floor Price defined by Buyer	No
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## 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 Vehicles Required	अतिरिक्त आवश्यकता /Additional Requirement
1	Yadunandan Rathore	492001,Abkari Bhawan, Chokranala Labhandih, Raipur, Chhattisgarh	6	<ul style="list-style-type: none"><li>Duration in Months for which service is required : 36</li></ul>

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

#### 1. Generic

OPTION CLAUSE 50% : The buyer can increase or decrease the contract quantity or contract duration up to 50 percent at the time of issue of the contract. However, once the contract is issued, the contract quantity or contract duration can only be increased up to 50 percent. Bidders are bound to accept the revised quantity or duration.

For lumpsum-based service contracts, the buyer may increase the scope of work and contract value up to 50 percent with the consent of the service provider

#### 2. Buyer Added Bid Specific ATC

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

#### 3. 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  
Managing Director

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.

#### 4. Certificates

Bidder's offer is liable to be rejected if they don't upload any of the certificates / documents sought in the Bid document, ATC and Corrigendum if any.

#### 5. Service & Support

AVAILABILITY OF OFFICE OF SERVICE PROVIDER: An office of the Service Provider must be located in the state of Consignee. DOCUMENTARY EVIDENCE TO BE SUBMITTED.

#### 6. Generic

**Bidder financial standing:** The bidder should not be under liquidation, court receivership or similar proceedings, should not be bankrupt. Bidder to upload undertaking to this effect with bid.

## अस्वीकरण/Disclaimer

The Additional Terms and Conditions (ATC) have been incorporated by the Buyer after approval of their Competent Authority. The Buyer, is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any restriction arising in the bidding process due to these ATCs and including the modification of technical specifications and / or terms and conditions governing the bid. All representations / grievances pertaining to the ATC clauses shall be raised with the buyer organization directly and not with GeM. If any of the clause(s) is/are incorporated by the Buyer regarding the following, the bid & resultant contract shall be treated as null & void. Further, GeM reserves the right, at its sole discretion, to cancel the bid forthwith, without issuance of any prior notice or intimation :-

1. Publishing Custom / BOQ bids for items for which regular GeM categories are available (unless such Custom / BOQ item is bunched with the major regular product Category Item).
2. Mandating procurement of / from specific Brand / Make / Model / Manufacturer / Dealer except in case of Single Bid / Proprietary Article Certificate (PAC) Buying.
3. Inclusion of disqualification criteria related to suspension of seller / service provider, where such suspension period has already expired.
4. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
5. Publishing bids on GeM for procurement of works.
6. Procurement of Goods by creating a Service bid on GeM & vice-versa.
7. Seeking sample with bid or approval of samples during bid evaluation process. However, trial / sample, as the case may be, shall be permitted in cases where trial / sample are allowed as per approved and published procurement policy of the Buyers' controlling Ministry / Department / State / Public Sector Enterprises Headquarters. If there is any violation of trial / sample clause with regard to approved policy of the Buyers' Ministry / Department / State / Public Sector Enterprises Headquarters, then this is to be determined and redressed by the concerned Buyer Organisation only.
8. Seeking experience from specific organization / department / institute only or from foreign / export experience.
9. Creating bid for items from incorrect categories.
10. Reference of conditions published on any external site or reference to external documents/clauses.
11. Asking for any Tender fee / Bid Participation fee, as the case may be.
12. Buyer added ATC Clauses which are in contravention of clauses defined in bid detail section, including specifications, EMD Detail, ePBG Detail and MII and MSE Purchase Preference sections of the bid, unless otherwise allowed by the applicable GeM GTC.
13. 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.
14. 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 catalogues 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. 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 General Terms and Conditions, conditions stipulated in Bid and Service Level Agreement specific to the Service, as the case may be, as provided in the Marketplace.**

**However, in case of Service, if any condition specified in General Terms and Conditions is contradicted by the conditions stipulated in Service Level Agreement specific to said Service, then it will over-ride the conditions in the General Terms and Conditions.**

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**



**CSMCL**

**TENDER DOCUMENT**

**TENDER FOR HIRING OF VEHICLES FOR CHHATTISGARH STATE  
MARKETING CORPORATION LIMITED (CSMCL), RAIPUR**

**T.No.: CSMCL/Tender/2026-27/07**

**Dated: 02- 06 - 2026**

<b>DATE OF TENDER</b>	:	<b>02-06-2026</b>
<b>LAST DATE &amp; TIME OF TENDER SUBMISSION</b>	:	<b>As Per Gem Bid Document</b>
<b>DATE &amp; TIME OF OPENING THE TECHNICAL BID</b>	:	<b>As Per Gem Bid Document</b>

**NAME & ADDRESS OF TENDERER:**

**-s/d-  
MANAGING DIRECTOR,  
CSMCL, RAIPUR**

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

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**SECTION I**  
**NOTICE INVITING TENDER FOR CSMCL, RAIPUR**

T. No.: CSMCL/Tender/2026-27/07

Dated: 02-06-2026

On behalf of the Managing Director, CSMCL, online bids are invited through the Government e-Marketplace (GeM) Portal from eligible Service Providers meeting the prescribed eligibility criteria.

Interested bidders may access the bid document and submit their bids online through the GeM Portal within the stipulated timeline. The detailed scope of work, eligibility conditions, bid submission process, and other terms & conditions are available in the bid document hosted on the GeM Portal.

Bid Security/EMD and other applicable fees, if any, shall be submitted strictly in accordance with the provisions specified in the GeM bid document and GeM Portal guidelines

**SCHEDULE TO THE INVITATION OF TENDER**

1.	<b>DESIGNATION AND ADDRESS OF AUTHORITY INVITING TENDER</b>	MANAGING DIRECTOR, CSMCL, RAIPUR, CG
2.	<b>TENDER NO: CSMCL/TENDER/2026-27/07</b>	DATED: 02-06-2026
3.	<b>TIME AND DATE OF PRE-BID MEETING</b>	As Per GeM Bid Document
4.	<b>TIME AND DATE OF SUBMITTING TENDER/BID</b>	As Per GeM Bid Document
5.	<b>TIME AND DATE OF OPENING OF TENDER (TECHNICAL BID)</b>	As Per GeM Bid Document
6.	<b>MAXIMUM VALIDITY OF TENDER OFFER</b>	180 DAYS FROM THE DATE OF OPENING
7	<b>DURATION OF CONTRACT</b>	3 Years, with an option of Extension for one more year
8.	<b>ESTIMATED COST OF THE TENDER</b>	Rs. 20,03,40,000/-
9.	<b>EARNEST MONEY DEPOSIT (EMD)</b>	Rs. 20,03,400/-

**SECTION-II**  
**SCOPE OF WORK**

**1. Objective**

Chhattisgarh State Marketing Corporation Limited (CSMCL) intends to engage a service provider for providing vehicles on hire basis for official use of CSMCL offices across the State of Chhattisgarh. The service provider shall provide vehicles along with drivers, fuel, lubricants, maintenance, repairs, insurance, permits, taxes, and all other incidental requirements necessary for uninterrupted operation of the vehicles during the contract period.

**2. Nature of Service**

The successful bidder shall provide commercially registered vehicles, fully conforming to the provisions of the Motor Vehicles Act, 1988 (as amended from time to time), rules framed thereunder, and all applicable requirements of the concerned Regional Transport Office (RTO) and other statutory authorities. The vehicles shall be deployed along with licensed drivers, fuel, lubricants, maintenance support, and all associated services necessary for uninterrupted operation.

The scope of work shall include, but not limited to:

- Provision of vehicles with licensed and experienced drivers.
- Supply of fuel, lubricants, and consumables.
- Routine servicing, repairs, maintenance, and upkeep of vehicles.
- Payment of all statutory taxes, insurance premiums, permits, fitness certificates, road taxes, and other applicable charges.
- Deployment of replacement vehicles in case of breakdown, accident, maintenance, or any other reason affecting availability.
- Compliance with all applicable labour, transport, taxation, and statutory requirements.

### 3. Vehicle Requirement

The requirement of vehicles under the monthly hiring slab of **2,500 kilometres per vehicle per month** is estimated as follows:

<b>S.NO.</b>	<b>NAME OF THE DIVISION/ OFFICE</b>	<b>Type of Vehicle</b>	<b>NO. OF VEHICLES TO BE DEPLOYED</b>
<b>01</b>	<b>RAIPUR</b> (Including Head Office)	<b>Car (Head Office)</b>	06
		<b>Multi-utility Vehicle</b>	15
<b>02</b>	<b>DURG</b>	<b>Multi-utility Vehicle</b>	19
<b>03</b>	<b>BILASPUR</b>	<b>Multi-utility Vehicle</b>	11
<b>04</b>	<b>BASTAR</b>	<b>Multi-utility Vehicle</b>	16
<b>05</b>	<b>SARGUJA</b>	<b>Multi-utility Vehicle</b>	8
<b>TOTAL -</b>			<b>75</b>

*(Note: The above list is tentative. The actual district-wise deployment of vehicles shall be communicated to the successful bidder at the time of award of contract and may vary as per the operational requirements of CSMCL.)*

### 4. Deployment and Utilization

- a) The above requirement is indicative and may vary depending upon operational requirements of CSMCL.
- b) CSMCL reserves the right to increase, decrease, redistribute, withdraw, or reallocate the number of vehicles during the contract period without any liability or obligation to guarantee minimum deployment.
- c) Vehicles may be deployed at district offices, Head Office, or any other location as determined by CSMCL.
- d) Vehicles may be required to operate within or outside the district/division and throughout the State of Chhattisgarh, as directed by authorized officers of CSMCL.

### 5. Service Standards - The service provider shall ensure that:

- All vehicles remain roadworthy, clean, and mechanically fit throughout the contract period.
- Drivers maintain proper conduct, discipline, and professional behavior while on duty.

- Vehicles are available on all days whenever required by CSMCL.
- Any vehicle becoming unavailable due to breakdown or any other reason is replaced by an equivalent vehicle within the prescribed time.
- All statutory documents relating to vehicles and drivers remain valid throughout the contract period.

**6. No Assured Quantity** - The quantities indicated above are only estimates for the purpose of bid evaluation and contract administration. CSMCL does not guarantee deployment of any minimum number of vehicles or kilometres during the contract period. Payment shall be made only for the vehicles actually deployed and services actually availed as per the terms of the contract.

**7. Contract Period** - The vehicles shall be provided for an initial contract period of three (3) years from the date of commencement of the contract. CSMCL reserves the right, at its sole discretion and subject to satisfactory performance of the Service Provider and mutual agreement on the terms and conditions, to extend the contract for a further period of up to one (1) year on the same terms and conditions or such revised terms as may be mutually agreed upon.

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**SECTION-III**  
**GENERAL (COMMERCIAL) CONDITIONS**

**1. Bidder Eligibility:**

- 1.1. Bidder must be a proprietary firm/partnership firm/limited company, corporate body, registered under the relevant acts. Self-certified copy of registration certificate/ Certificate of Incorporation shall be uploaded.
- 1.2. The bidder must have an average annual turnover of at least ₹3.50 Crore from vehicle hiring services during FY 2022–23, FY 2023–24, and FY 2024–25. A Chartered Accountant’s certificate bearing a valid UDIN, specifically certifying such turnover from vehicle hiring services, along with supporting audited financial statements, shall be submitted.
- 1.3. The bidder must have experience of at least 3 years of providing hired vehicle services (Multi-Utility Vehicles) to Government Departments, PSUs, Government Companies, Statutory/Autonomous Bodies, or Co-operative Societies. An experience certificate must be attached in this regard.
- 1.4. The bidder must have experience of providing hired vehicle services (Multi-Utility Vehicles) to Government Departments, PSUs, Government Companies, Statutory/Autonomous Bodies, or Co-operative Societies, with deployment of at least 40 vehicles during any one financial year out of the last three financial years (FY 2022–23, FY 2023–24, and FY 2024–25). The bidder shall submit an experience certificate issued by the competent authority of the client organization as proof of compliance.
- 1.5. A minimum of 15 commercial vehicles shall be registered in the name of the Firm/Proprietorship or in the name of Partner/Proprietor of Firm/Proprietorship. The vehicles so registered must not be older than 01.01.2023. Registration Documents of the Vehicles along with necessary documents as proof shall be submitted by the Bidder with the Bid. Self-certified copy of certificate shall be uploaded. Statement as per format prescribed in Annexure – II must be submitted in this regard.
- 1.6. Bidder shall be commercially registered, on or before 01.04.2026, in Chhattisgarh RTO.

- 1.7. The bidder shall upload a self-certified copy of a valid GST Registration Certificate along with the bid documents. It is mandatory for the bidder to possess valid GST registration in the State of Chhattisgarh as on the date of bid submission.
- 1.8. The bidder shall submit copies of the Income Tax Returns (ITRs) filed for the last three financial years, i.e., FY 2022–23, FY 2023–24, and FY 2024–25.
- 1.9. The bidder shall submit a self-attested copy of the Permanent Account Number (PAN) card.
- 1.10. The bidder shall upload a duly notarized affidavit declaring that the firm/company has not been blacklisted, debarred, or banned by any Central Government Department, State Government Department, Public Sector Undertaking (PSU), or any other Government agency as on the date of bid submission.
- 1.11. Other compliance documents:-
  - 1.11.1. The bidder shall submit documentary proof of valid EPF (Employees' Provident Fund) and ESIC (Employees' State Insurance Corporation) registrations in the name of the firm/establishment.
  - 1.11.2. The bidder shall submit copies of the latest filed GSTR-3B return(s).
  - 1.11.3. The bidder shall have an operational office in Raipur District. In case no such office exists at the time of bidding, the bidder shall establish one within 15 days of award of work and upload a self-certified copy of the office address proof or an undertaking to this effect.
- 1.12. Failure to submit any of the above-mentioned documents shall render the bid non-responsive, and CSMCL reserves the right to reject such bid without further consideration.

**2. 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 tender, 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.

### **3. Bid Submission**

- 3.1. The bid shall be submitted online through the Government e-Marketplace (GeM) Portal only. No physical submission of bids or documents shall be accepted unless specifically required under the bid conditions.
- 3.2. The bid shall comprise the Technical Bid and Financial Bid as prescribed in the GeM bid document. The Financial Bid shall be submitted only in the format provided on the GeM Portal.
- 3.3. The bidder shall upload all documents, certificates, declarations, affidavits and other information required under the bid document on the GeM Portal before the prescribed deadline.
- 3.4. The bidder shall ensure that all information furnished in the bid is complete, accurate and supported by relevant documentary evidence. Failure to furnish required information or submission of incomplete or misleading information may result in rejection of the bid.
- 3.5. The bidder shall carefully examine all instructions, terms and conditions, specifications and other details contained in the bid document before submission of the bid.
- 3.6. Bid Security/EMD, and Performance Security, wherever applicable, shall be submitted in accordance with the provisions of the GeM Portal and bid conditions.
- 3.7. Any corrigendum, clarification, amendment or modification to the bid document shall be published on the GeM Portal only and shall be binding upon all bidders.
- 3.8. Any clarification regarding the bid document shall be sought through the GeM Portal within the timelines prescribed therein. No separate correspondence shall be entertained.
- 3.9. The bidder shall bear all costs associated with preparation and submission of the bid. CSMCL shall not be responsible for any such costs regardless of the outcome of the bidding process.

### **4. Financial Bid**

- 4.1. Separate schedules have been created on the GeM portal for Multi-Utility Vehicles (MUVs) and Cars, and bidders shall submit their financial bids in the respective schedules by quoting separate unit rates for each category.

- 4.2. The contract value shall be computed automatically on the GeM portal based on the formula  $A \times B \times C$ , where A denotes the number of vehicles, B denotes the monthly hiring charges per vehicle quoted by the bidder, and C denotes the contract period in months. Bidders shall enter only the unit rate, and the system shall generate the total value accordingly.
- 4.3. The financial evaluation shall be carried out automatically on the GeM portal based on the overall computed contract value, and the Reverse Auction shall be conducted post financial evaluation in accordance with GeM provisions for final determination of the lowest bidder (L1).

### **5. Bid Opening**

- 5.1. Technical Bids and Financial Bids shall be opened electronically through the GeM Portal in accordance with the procedure prescribed therein.
- 5.2. Only those bidders who satisfy the eligibility criteria and whose Technical Bids are found responsive shall be considered for financial evaluation.
- 5.3. CSMCL reserves the right to seek clarifications, additional documents or confirmations from any bidder during the evaluation process strictly through GeM portal.

### **6. Bid Evaluation**

- 6.1. Bids shall be evaluated on the basis of eligibility criteria, technical responsiveness and financial competitiveness in accordance with the bid conditions and GeM procedures.
- 6.2. CSMCL may verify the authenticity of any document, information or declaration submitted by the bidder and may seek clarification wherever considered necessary.
- 6.3. Conditional bids, incomplete bids or bids containing material deviations from the bid conditions shall be liable to rejection.
- 6.4. In case any information furnished by the bidder is found to be false, incorrect, misleading or forged at any stage, the bid shall be rejected and appropriate action, including forfeiture of EMD/Performance Security and debarment, may be taken.
- 6.5. The evaluation methodology and determination of L1 bidder shall be as per GeM portal.

6.6. The financial evaluation of bids and determination of L1 bidder shall be based on the final price discovered through the Reverse Auction process conducted on the GeM Portal.

### **7. Award of Contract**

7.1. The work shall ordinarily be awarded to the successful bidder whose bid is found technically responsive and financially acceptable in accordance with the evaluation criteria specified in the bid.

7.2. CSMCL reserves the right to conduct a Reverse Auction through the GeM Portal prior to award of contract. In such case, only technically qualified and eligible bidders shall be permitted to participate in the Reverse Auction. The successful bidder and the contract price shall be determined on the basis of the final price discovered through the Reverse Auction process conducted on the GeM Portal, and the contract shall be awarded accordingly.

7.3. The successful bidder shall furnish Performance Security and execute the agreement within two weeks of award of GeM Contract.

7.4. Failure of the successful bidder to comply with the conditions of award may result in cancellation of the award, forfeiture of applicable securities and such other action as deemed appropriate by CSMCL.

7.5. The decision of the Managing Director, CSMCL regarding evaluation, selection and award of contract shall be final and binding.

**8. Right to Vary Quantity** - CSMCL reserves the right to increase or decrease the quantity of vehicles and/or scope of services during the currency of the contract as per operational requirements, subject to the provisions of the GeM Contract and applicable procurement guidelines. The Service Provider shall provide the revised quantity at the approved contract rates and terms.

### **9. Signing of Contract/Agreement**

9.1. GeM Contract generation shall constitute the award of hiring contract on the bidder. However, CSMCL reserves right to sign a separate agreement with successful bidder in case of need.

9.2. CSMCL shall issue Work Orders indicating the exact number of vehicles to be deployed. CSMCL reserves the right to revise the requirement and issue additional or amended Work Orders during the contract period, as per its operational needs.

9.3. Upon the successful bidder furnishing the Performance Security the Corporation shall discharge its bid security in pursuant to clause 12.

**10. Annulment of Award** - Failure of the successful bidder to comply with the requirement of clause 8 or honour the bid shall constitute sufficient ground for the annulment of the award and forfeiture of the bid security in which event Corporation may make the award to any other bidder at the discretion of Corporation or call for new bids.

### **11. Bid Price**

11.1. The bidder shall quote rates for the required services on the GeM Portal strictly in accordance with the bid requirements and prescribed format on GeM portal. The quoted rates shall be inclusive of GST and all other taxes, duties, levies, fuel, maintenance, insurance, manpower costs and all other incidental expenses required for satisfactory performance of the contract.

11.2. The rates quoted by the bidder and accepted by CSMCL shall remain firm and fixed throughout the contract period and shall not be subject to any escalation or variation except as specifically provided under Price Revision clause of this Tender Document. Any bid containing conditions relating to price variation, escalation or adjustment contrary to the tender conditions shall be liable to rejection.

### **12. Bid Security**

12.1. The bidder shall furnish an Earnest Money Deposit (EMD) equivalent to **1% (One Percent) of the estimated tender value** in the form of a Demand Draft issued by any Scheduled/Nationalized Bank, drawn in favour of the Managing Director, Chhattisgarh State Marketing Corporation Limited (CSMCL), Raipur, payable at Raipur. In accordance with GeM provisions, a scanned copy of the Demand Draft shall be uploaded with the bid. The original Demand Draft must be submitted to the CSMCL Head Office, Raipur within 05 (Five) days from the date of bid opening. Failure to submit the original EMD within the stipulated period may result in the bid being declared non-responsive and rejected.

12.2. The successful bidder's security will be discharged upon the bidder's acceptance of the award of contract and furnishing the performance security.

12.3. The Bid Security may be forfeited:

- 12.3.1. If bidder withdraws its bid during the period of bid validity specified by the bidder in the bid form.
- 12.3.2. If the successful bidder fails:
- i. to sign contract in accordance with Agreement as per clause detailed above.
  - ii. to furnish performance security in accordance as per format at Annexure-III or
  - iii. If a bid is not secured in accordance with para 12.1 shall be rejected by the Corporation as Non-responsive at the bid opening stage.

### **13. Terms of Payment:**

- 13.1. The payment shall be made within 30 working days from the date of receipt of bill in the O/o Managing Director, CSMCL, Chhattisgarh, Raipur. Monthly bills in respect of vehicles engaged on monthly basis shall be submitted in triplicate to the authority specified in contract along with completed log book duly signed by the user by the 5th day of the following month for payment. In case, the bills are not submitted to Corporation as per above schedule, it will not take responsibility for delay in payment.
- 13.2. The triplicate copy of the bill will be returned to the Service Provider duly receipted. The bills should be sent to Corporation for payment vehicle-wise. It should be ensured that there is no overwriting in the log book. In no case, log book without signature will be accepted for payment and if it is found so, the amount will be disallowed.
- 13.3. In case the vehicle engaged on monthly basis is to be discontinued during the month, the bill is paid on actual basis, as per terms & conditions.
- 13.4. The monthly kilometre limit per vehicle shall be 2500 kilometres. Extra kilometre charges beyond the prescribed limit shall be payable at the rates notified by the **Finance Department, Government of Chhattisgarh vide Circular No. 14/2024**, as amended from time to time. For the purpose of calculation of extra kilometres, averaging shall be done on the basis of the aggregate kilometres run by all vehicles deployed under the contract and not on an individual vehicle basis.

- 13.5. No separate payment towards outstation charges, night halt charges, driver allowance, fooding, boarding, lodging, overtime or any other incidental expenditure shall be admissible. The quoted rate shall be deemed to be inclusive of all such expenses.
- 13.6. The rates quoted by the bidder shall be inclusive of GST and all applicable taxes, duties, levies, fuel, maintenance, insurance and statutory compliances. Any liability arising due to non-payment or delayed payment of taxes by the Service Provider shall be borne solely by the Service Provider. No escalation in rates shall be admissible on account of increase in fuel prices, taxes or change in Government policy during the contract period.
- 13.7. Statutory deductions including Income Tax, GST-TDS and other deductions as applicable under law shall be made from the bills of the Service Provider.

**14. Clause by clause compliance** - A clause-by-clause compliance of service to be provided shall be given as per Scope of Work and General & Commercial Conditions.

**15. Duration/Period of Contract** - The work will be initially awarded for a period of 3 years. However, it may be extended for a further period of one year upon mutual consent of parties keeping in view the various factors, such as prevailing market price, satisfactory performance of the firm, etc.

**16. Performance Security:**

- 16.1. The successful bidder shall be required to deposit an amount equal to **5% of the cost of awarded work** within 2 weeks of conveying Corporation's intention for accepting the bid as Performance Security.
- 16.2. The successful bidder shall furnish Performance Security for a period of four (4) years in the form of either a Bank Guarantee issued by a Scheduled/Nationalized Bank as per the format prescribed in Annexure-III of the Bid Document, or a Fixed Deposit Receipt (FDR) pledged in favour of Managing Director, CSMCL, Chhattisgarh, Raipur, valid for the required period.
- 16.3. Performance Security will be discharged after completion of Service Provider's performance obligations under the contract.

16.4. If the Service Provider fails or neglects any of its obligations under the contract it shall be lawful for Corporation to forfeit either whole or any part of performance security furnished by the bidder as compensation for any loss resulting from such failure.

**17. Termination of Contract:**

17.1. In case of any default by the Service Provider and in any of the terms & conditions (whether General or Special), Corporation may without prejudice to any other right/remedy which shall have accrued or shall accrue thereafter, terminate the contract, in whole or in part, by giving one month notice in writing to the Service Provider.

17.2. All instructions, notices and communications etc. under the contract will be given in writing and if sent to the last known place of business, shall be deemed to be served on the date, even in ordinary course of post, these would have been delivered to the Service Provider.

17.3. Notwithstanding anything contained herein, Corporation also reserves the right to terminate the contract at any time or stage during the period of contract, by giving one month notice in writing without assigning any reason and without incurring any financial liability whatsoever to the Service Provider.

**18. Termination for insolvency** - Corporation may also by giving written notice and without compensation to the Service Provider terminate the contract if the Service Provider becomes unwilling, bankrupt or otherwise insolvent without affecting its right of action or remedy as hirer.

**19. Insurance** - The Insurance cover protecting the agency against all claims under applicable labour laws shall be taken by the Service Provider. The Service Provider shall arrange necessary insurance cover for any persons deployed by him even for short duration. Corporation shall not entertain any claim arising out of mishap, if any, that may take place. In the event of any liability/claim falling on Corporation, the same shall be reimbursed /indemnified by the Service Provider.

**20. Prices:**

20.1. The rates should be on monthly basis. The KM slabs is shown in Scope of Work.

20.2. Rates charged by the Service Provider for the services given under the contract shall not be higher than the rates quoted by the Service Provider in its bid.

20.3. In case of any reduction of taxes and statutory levies (if any) during the contractual period, Corporation shall take the benefit of decrease in such taxes/ duties for the services to be availed from the date of enactment of revised duties/ taxes.

20.4. In case of increase in taxes/ duties during the contractual period, Corporation shall be liable to revise the rates as per new taxes/ duties for the services to be availed for the remaining period of the contract.

**21. Price Revision:** Notwithstanding anything contained elsewhere in the Contract, the rates agreed herein shall ordinarily remain firm and fixed during the entire Contract Period.

Any request for revision of hire charges on account of increase in fuel prices or any other factor may be considered by CSMCL solely at its discretion. No Service Provider shall have any right, claim, entitlement, or expectation for revision, reimbursement, compensation, or escalation of rates.

The Managing Director, CSMCL, may, in exceptional circumstances and if deemed necessary, approve a revision of rates subject to such terms, conditions, methodology, and effective date as may be decided by CSMCL. The decision of the Managing Director, CSMCL shall be final, binding, and conclusive.

Nothing contained in this Clause shall be construed as creating any obligation or liability upon CSMCL to grant any price escalation, reimbursement, or compensation on any account whatsoever.

**22. Penalty for Breach of Terms and Conditions** - The following penalties will accrue to the Service Provider in addition to the deduction on hire charges on pro-rata basis. The penalty amount shall be deducted from the running bills besides any other action which may even lead to termination of contract: -

- a. Non-availability or refusal of vehicles as requisitioned by Corporation for whatsoever reason under this contract shall invite penalty of Rs. 1000 per occasion.
- b. The penalty for absence during extra Hours. Rs.200 per occasion and for Temporary absence during duty hours without valid permission shall be Rs.300 per hour of absence.
- c. If the non-availability or refusal of suitable vehicles exceeds three occasions in any particular month, an additional penalty of Rs.3000 per occasion shall be charged for the entire refusals.
- d. Apart from the above penalty clauses of GeM's service level agreement shall be applicable.

**23. Miscellaneous Conditions:**

- 23.1. Corporation reserves right to counter offer/ negotiate price against price quoted by the bidder as per rules of GeM portal, if necessary.
- 23.2. The work will be normally awarded to Bidder offering lowest total price as per GeM rules.
- 23.3. Corporation reserves the right to disqualify such bidders who have a record of not meeting contractual obligations against earlier contract entered into with Corporation and blacklist such bidder / bidders for a suitable period in case they fail to honor their bid without sufficient ground.

**24. Force Majeure:** If any time, during the continuance of this contract, the performance in whole or in part by either party of any obligation under this contract is prevented or delayed by reason of any war, or hostility, acts of the public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts or act of God (Hereinafter referred to as events) provided notice of happenings, of any such eventuality is given by either party to the other within 21 days from the date of occurrence thereof, neither party shall by reason of such events be entitled to terminate this contract nor shall either party have any claim for damages against the other in respect of such non-performance or delay in performance under the contract. It shall be resumed as soon as practicable after such an event may come to an end

or cease to exist, and the decision of Corporation as to whether the supplies 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.

**25. Set Off (Recovery of Sum Due):**

- 25.1. 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.
- 25.2. 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, Chhattisgarh, RAIPUR. Should this amount be insufficient to cover the said full amount recoverable, the Service Provider shall pay to The Managing Director, CSMCL, Chhattisgarh, RAIPUR on demand the balance amount, if any, due to The Managing Director, CSMCL, Chhattisgarh, RAIPUR within 30 days of the demand by Corporation.
- 25.3. If any amount due to the company is so set off against the said security deposit, the Service Provider shall have to make good the said amount so set off to bring the security deposit to the original value immediately by not later than 10 days.
- 26.** Locations where vehicles are likely to be engaged - The locations where the hired vehicles will be deployed will be decided by Managing Director, CSMCL, Chhattisgarh, RAIPUR and his/her decision will be final and will be binding on the approved Bidder.
- 27.** The Managing Director, CSMCL, Chhattisgarh, reserves -
- i. The right to reject all or any of the tenders without assigning any reason.
  - ii. To split up the tender as deemed necessary.

**28.** At any time prior to the deadline for submission of bids, the Managing Director Chhattisgarh, for any reason, may modify the bidding documents by amendment.

**29.** Corrupt or Fraudulent Practices.

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

i. Defines for the purposes of this provision, the terms set forth as follows:

a) "corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of the public official in the procurement process or in contract execution; and

b) "fraudulent practice designed to establish bid prices at artificial non-competitive levels and to deprive the Tendering Authority of the benefits of the free and open competition;

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

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

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

**30.** Integrity Pact - The successful bidder has to sign Integrity Pact as per format provided in the annexure - V.

**31.** The provisions of **Finance Department, Government of Chhattisgarh Circular No. 14/2024** and all subsequent amendments, instructions, circulars and orders issued from time to time in respect of vehicle hiring services shall form part of this Tender Document and shall be binding on

the Service Provider. Compliance thereof shall be ensured by the Service Provider at no additional cost to CSMCL, unless expressly provided otherwise under the terms of this Tender.

- 32.** Any dispute shall first be referred to Managing Director, CSMCL. If unresolved, dispute shall be referred to a Sole Arbitrator appointed by Managing Director, CSMCL under the Arbitration and Conciliation Act, 1996. Seat of arbitration shall be Raipur.
- 33.** CSMCL reserves the right to debar/blacklist a bidder/service provider for a period up to three (03) years for submission of false documents, misrepresentation, collusive bidding, fraudulent practices, failure to perform contractual obligations, abandonment of work, or any act prejudicial to the interests of CSMCL, after giving an opportunity of hearing to the concerned bidder/service provider.

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## **SECTION-IV**

### **SERVICE PROVIDER'S OBLIGATIONS**

#### **1. General**

1.1 The Service Provider shall perform the services in a professional, efficient, safe and timely manner and shall ensure uninterrupted availability of vehicles requisitioned by CSMCL.

1.2 The Service Provider shall comply with all directions, instructions and deployment schedules issued by authorized officers of CSMCL from time to time.

1.3 The Service Provider shall nominate an authorized representative for coordination with CSMCL and shall provide updated contact details throughout the contract period.

1.4 All vehicles deployed under the contract shall be equipped with a valid FASTag having sufficient balance at all times. Timely recharge and maintenance of the FASTag shall be the sole responsibility of the Service Provider.

1.5 All vehicles shall be air-conditioned and equipped with all standard accessories required for safe and comfortable operation. The Service Provider shall provide any additional accessories or equipment reasonably required by CSMCL during the contract period without any additional cost.

1.6 The bidder shall deploy vehicles not older than three (03) years from the date of initial registration, i.e., registered on or after 01.01.2023, and having an odometer reading not exceeding 30,000 km at the time of deployment.

#### **2. Duty Hours and Reporting**

2.1 Vehicles shall normally remain available for duty for ten (10) hours per day on working days. However, vehicles may be required beyond normal duty hours, on holidays or on weekends depending upon operational requirements of CSMCL.

2.2 Vehicles shall report at such place and time as may be specified by the authorized officer of CSMCL.

2.3 Telephonic, electronic, written or other communication issued by an authorized officer of CSMCL shall be deemed sufficient notice for deployment of vehicles.

### **3. Distance Measurement and Log Records**

3.1 Distance travelled shall be reckoned from the first reporting point of the user and shall conclude at the point where the user completes the journey.

3.2 The distance between the reporting location and garage/parking location shall be admissible only as provided in the contract.

3.3 The Service Provider shall maintain accurate duty slips, log books, and such other records as may be prescribed by CSMCL.

3.4 Tampering of odometer readings, log books, duty slips or billing records shall constitute a material breach of contract.

### **4. Driver Obligations**

4.1 Bidder shall provide driver with atleast 5 years of experience. Driver shall not be charged with any case under Motor Vehicle or any other act.

4.2 The Service Provider shall ensure police verification/background verification of all drivers deployed under the contract.

4.3 Drivers shall wear prescribed uniforms and identity cards while on duty.

4.4 Drivers shall maintain courteous behaviour and follow lawful instructions issued by authorized officers using the vehicle.

4.5 Drivers shall not consume alcohol, narcotic substances or intoxicants while on duty.

4.6 The Service Provider shall immediately replace any driver whose conduct, performance or behaviour is found unsatisfactory by CSMCL.

4.7 Drivers deployed under the contract shall possess valid driving licences and shall carry the same while on duty.

4.8 The Service Provider shall be solely responsible for the payment of salaries/wages to the drivers engaged for the services and shall ensure that such payments are disbursed on or before the 7th day of every succeeding month without delay.

## **5. Communication and Support**

5.1 The Service Provider shall maintain a dedicated telephone/mobile number and shall remain accessible on a twenty-four-hour basis for receipt of deployment instructions and emergency communications.

5.2 Drivers deployed under the contract shall carry functional mobile phones during duty hours.

## **6. Statutory Compliance**

6.1 The Service Provider shall comply with all applicable laws, rules, regulations and governmental instructions relating to labour, employment, taxation, transportation and social security.

6.2 The Service Provider shall be solely responsible for compliance with requirements relating to EPF, ESI, GST, labour welfare, insurance and all other statutory obligations applicable to its personnel.

6.3 No person below eighteen years of age shall be engaged in connection with the contract.

6.4 The Service Provider shall comply with all applicable labour laws.

## **7. Confidentiality and Security**

7.1 The Service Provider and its personnel shall maintain strict confidentiality regarding official movements, inspections, enforcement activities, records and information that may come to their knowledge during performance of the contract.

7.2 Any breach of confidentiality shall be treated as a material breach of contract.

7.3 The Service Provider shall be responsible for acts and omissions of its personnel during the contract period.

## **8. Prohibited Practices**

8.1 No vehicle owned by an employee of CSMCL or his/her declared near relative shall be deployed under the contract.

8.2 The Service Provider shall not assign, transfer or sublet the contract or any part thereof without prior written approval of CSMCL.

8.3 Submission of forged documents, false information, misrepresentation of facts or fraudulent practices shall constitute sufficient grounds for termination of the contract and debarment from future participation in tenders of CSMCL.

## **9. Indemnity and Employer Responsibility**

9.1 The Service Provider shall be the sole employer of all personnel engaged by it for performance of the contract.

9.2 No employer-employee relationship shall exist between CSMCL and the personnel engaged by the Service Provider.

9.3 The Service Provider shall indemnify and keep indemnified CSMCL against all claims, losses, damages, liabilities, penalties and expenses arising out of any act, omission, negligence, statutory violation or breach of contract by the Service Provider or its personnel.

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**ANNEXURE - I**  
**AGREEMENT FOR VEHICLE HIRE**

This agreement is made on this \_\_\_\_\_ day of 2026 between M/S \_\_\_\_\_ (herein after called the Service Provider whose term includes its successors and assignees) whose registered office is at \_\_\_\_\_ and is registered under \_\_\_\_\_ and acting through \_\_\_\_\_ its \_\_\_\_\_ authorized \_\_\_\_\_ official Sh. \_\_\_\_\_

AND

Managing Director, CSMCL, Chhattisgarh (herein after called the Corporation whose term includes its successors and assignees) and acting through its authorized official Sh. \_\_\_\_\_, at O/o Managing Director, CSMCL, Chhattisgarh, RAIPUR. The Service Provider will provide Commercial vehicles on hire basis for CSMCL for official use on the terms and conditions herein contained, and rates as mentioned in Financial Bid. The "Service Provider" has deposited Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) as interest free Performance Security.

Now it is hereby agreed and declared by and between the parties in presence of witnesses as followings.

1. The Service Provider shall during the period of this contract, that is to say from \_\_\_\_\_ to \_\_\_\_\_ or until this contract is determined by such notice as herein after mentioned, will provide commercial vehicles vehicles not older than three year from the date of issue of Tender, on the rates accepted as per the GeM Contract. It is agreed by the Service Provider that number of vehicles required is likely to change and may be demanded according to the exigencies of service by Corporation.
2. The Service Provider shall comply with all the terms and conditions of Bid documents contained which are part and parcel of this agreement and forms integral part of this agreement and also the following.

3. Service Provider will provide vehicles to Corporation not older than three years and registered for the commercial purpose only and taxes; insurance etc. due on such vehicles shall be the liability of the Service Provider.

4. The Service Provider should provide the particular make & model of vehicle as agreed upon in the contract. The Corporation only reserves the right to substitute it with another similar vehicle. If for any reason whatsoever the Corporation is not happy with the condition of the vehicle provided, the Service Provider's nearest office will be informed immediately and they should accept any liability to replace it as per requirement. If for any reason the Service Provider is not in a position to provide a substitute vehicle as demanded by the Corporation, then the Corporation will be free to engage a vehicle from the open market and debit the expenditure on account of it on the claims payable to the Service Provider.

5. Service Provider will submit bills in accordance with Section-III, of the Bid document to the Hired Vehicle Section of Head Office of the Corporation on monthly basis for release of payment by Corporation.

6. The driver of the vehicle shall always hold a valid Photo Identity Card issued by the Corporation Office or any other local Central/State Govt. office competent to issue such cards as per tender terms and also carry duty slips printed by the Service Provider as per the Format prescribed by Corporation, where the date, time, KMs reading, purpose and places visited are to be filled in and signed by the Users / Corporation officials. On the basis of these duty slips, the bills shall be raised to Corporation by the Service Provider. Counting of distance will be from the starting point of the user and closing at the point wherever user completes his / her travel. The distance covered in each way between user delivery address and the garage/ normal parking place will be allowed on actual basis or 5 KMs whichever is less.

7. If the Service Provider fails to provide the vehicle to Corporation and if the service is not found satisfactory enough, the Corporation shall have the right to terminate the contract in whole or part as per Bid Document.

8. In the event of any mechanical failure/breakdown of vehicle after it's reporting for duty, the Service Provider shall arrange for replacement by another Commercial Vehicle. Non-compliance may attract penalty as per Bid Document.

9. The following penalties will accrue to the Service Provider in addition to the deduction on hire charges on pro-rata basis. The penalty amount shall be deducted from the running bills besides any other action which may even lead to termination of contract: -

9.1 Non-availability or refusal of vehicles as requisitioned by Corporation for whatsoever reason under this contract shall invite penalty of Rs.1000 per occasion.

9.2 The penalty for absence during extra Hours, Rs.200 per occasion and for Temporary absence during duty hours without valid permission shall be Rs.300 per hour of absence.

9.3 If the non-availability or refusal of suitable vehicles exceeds three occasions in any particular month, an additional penalty of Rs.3000 per occasion shall be charged for the entire refusals.

10. In case of any accident resulting in loss or damage to property or life, the sole responsibility for any legal or financial implication would vest with the Service Provider. Corporation shall have no liability whatsoever.

11. The GeM bid, GeM Generated Contract, tender document No. CSMCL/Tender/2026-27/07, Dated: 02-06-2026, The GeM Bid, GeM Contract, Tender Document, Corrigenda, Work Order and all Annexures shall form an integral part of this Agreement.

12. That Service Provider is/ shall be liable for any legal dispute/cases/claims that have arisen or may arise during the currency of the agreement in respect of vehicles provided by Service Provider.

Corporation shall not be liable for any loss, damages, etc. suffered/ to be suffered by Service Provider or third party as the case may be.

13. If for any reason the Corporation is dissatisfied in any way with the standard of the vehicle or felt deficiency in service during the hire period, it will be reported to the Service Provider in writing. The Service Provider without raising any dispute on such assessment by the Corporation regarding the standard of the vehicle provided or quality of service rendered by them may immediately replace it with another commercial vehicle on receipt of such complaint.

14. The Service Provider shall also be liable for all fines, penalties, and the like of parking, traffic and other criminal offences arising out of or concerning the use of the vehicle during the hire period and any toll Charges or entry Taxes payable locally and the Service Provider accordingly indemnifies the Corporation against all such liability.

15. The Service Provider shall not act as a broker for other hire companies or any individual or transfer or assign or sub-let any part of the service once agreed or any share of interest in any manner or degree, directly or indirectly, to any third party whatsoever and the contract will be valid only if the company signing the contract supplies the vehicles themselves from their own or leased fleet.

16. The Service Provider will also ensure that they will not supply the vehicles to Corporation which are either owned by employees of Corporation either directly recruited or on deputation to Corporation.

17. The Service Provider will not be tampering the meter reading, vehicle usage timings, overwriting of Summary / log sheet and allow misbehavior of driver while on duty. Such incidents shall be viewed seriously, leading to cancellation of contract.

18. Service Provider shall not engage any person below 18 years of age.

19. Rates charged by the Service Provider for the services given under this contract shall not be higher than the rates quoted by the Service Provider in

its bid and will be regulated by clauses of Bid Document. The revision of rates may be allowed on account of increase or decrease in price of Fuel and these variations shall be worked out as per terms of tender document.

20. The kilometers not used in any month for any vehicle will be adjusted in extra kilometers (beyond 2500 kilometers) run by other vehicles allotted to the Service Provider in the same month or as per tender terms.

21. If the Service Provider institutes any legal proceedings against the Corporation to enforce any of its rights under this agreement it shall be in the legal jurisdiction of Corporation i.e. Raipur and not the place where the Service Provider has its registered office.

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

23. Notwithstanding anything contained in the Bid Document, the successful bidder shall have to furnish an unequivocal and unqualified undertaking / declaration to indemnify Corporation duly attested by a Magistrate / Executive Magistrate.

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

\_\_\_\_\_

(Name of Service Provider)

Address: \_\_\_\_\_

Tel: \_\_\_\_\_ E-mail: \_\_\_\_\_

And

\_\_\_\_\_

Name of The Managing Director, CSMCL, Chhattisgarh, RAIPUR

Address: \_\_\_\_\_

Tel: \_\_\_\_\_ E-mail: \_\_\_\_\_

Any notice under this Agreement shall be served by hand delivery, Registered Post, Speed Post, e-mail, or through the GeM Portal (where applicable) and shall be deemed to have been duly received on the date of delivery, transmission, or upload, as the case may be.

IN WITNESS WHEREOF the parties hereto have set their respective hands and seals to this Agreement in the presence of witnesses on this \_\_\_\_\_ day of (month) \_\_\_\_\_ (year) \_\_\_\_\_.

Above Written:

Signed \_\_\_\_\_ Signed \_\_\_\_\_

For and on behalf of the Service Provider For and on behalf of the Corporation  
Name (caps) \_\_\_\_\_ Name(caps) \_\_\_\_\_  
\_\_\_\_\_

Position \_\_\_\_\_ Position \_\_\_\_\_

Date \_\_\_\_\_ Date \_\_\_\_\_

In the presence of Witnesses In the presence of Witnesses

1. \_\_\_\_\_ 1. \_\_\_\_\_

2. \_\_\_\_\_ 2. \_\_\_\_\_

**ANNEXURE - II**

**STATEMENT OF VEHICLES OWNED BY THE BIDDER**

**BIDDER'S NAME:** \_\_\_\_\_

**COMPANY'S NAME:** \_\_\_\_\_

**Details of "OWNED" Vehicles of Three Years old or less in our fleet of operation as on date:**

S. No	Registration Number	Model (Year)	Date of Registration	Vehicle Owner's / Name	Vehicle Type	Validity Details			
						Permit	Fitness	Road Tax	Insurance
1									
2									
3									
4									
5									
6									
7									
8									
9									
10									

**Note: Use additional sheets if required.**

**Declaration:** The details as above furnished are correct and true. I undertake to produce original Documents of the above said vehicles for verification as and when called for.

**DATE**

**BIDDER'S SIGNATURE**

**OFFICE SEAL**

**ANNEXURE-III**  
**PERFORMANCE SECURITY BOND**

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

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

3. We undertake to pay to the Corporation, \_\_\_\_\_ any money so demanded notwithstanding any disputes raised by the Service Provider(s)/supplier(s) in any suit or proceeding pending before any court or tribunal relating thereto our liability under the present being absolute and unequivocal. The payment so made by us under this bond shall be valid discharge of our liability for payment there under and the Service Provider(s)/ supplier(s) shall have no claim against us for making such payment.

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

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

under the law relating to sureties would, but for this provision, have effect of so relieving us.

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

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

Dated: \_\_\_\_\_

For \_\_\_\_\_  
(Indicating the name of the bank)

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

**ANNEXURE-IV**  
**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 Service Provider

Name(caps) \_\_\_\_\_

Position \_\_\_\_\_

Date \_\_\_\_\_

The near relative (s) means:

- a) Members of a Hindu Undivided family;
- b) They are 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- V**

### **PRE-CONTRACT INTEGRITY PACT**

#### **1. GENERAL**

1.1. This pre-bid contract Agreement (herein after called the Integrity Pact) is made on ..... day of the month ..... 20..... between, the Government of Chhattisgarh acting through Shri. .... (Designation of the Officer, CSMCL) (hereinafter called the "BUYER", which expression shall mean and include, unless the context otherwise requires, his successors in the office and assigns) and the First Party, proposes to procure (name of the Stores/Equipment/Work/Service) and M/s ..... represented by Shri ..... Chief Executive Officer (hereinafter called the "BIDDER/Seller", which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) and the Second Party, is willing to offer/ has offered.

1.2. WHEREAS the 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 facie 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 or any Government Department in India 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 commercial bid, shall deposit an amount as specified in tender as Earnest Money/Security Deposit, with the BUYER through any of the following instruments:

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

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

6.2. The Earnest Money/Security Deposit shall be valid up to conclusion of the contractual obligations to the complete satisfaction of both the BIDDER and BUYER, including warranty period, whichever is later.

6.3. In the case of successful BIDDER, a clause would also be incorporated in the Article pertaining to Performance Bond in the Purchase Contract that the provisions of Sanctions for violation shall be applicable for forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

6.4. No interest shall be payable by the BUYER 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 BUYER 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 BUYER, 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 prevailing lending rate. 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 BUYER, 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 BUYER resulting from such cancellation/rescission and the BUYER 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 three years, which may be further extended at the discretion of the BUYER.

(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 BUYER 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 BUYER, or alternatively, if any close relative of an officer of the BUYER 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 BUYER 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 BUYER 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. FALL CLAUSE

8.1. The BIDDER undertakes that if has not supplied/is not supplying similar product/systems or subsystems at a price lower than that offered in the present bid in respect of any other Department of the Government of Chhattisgarh or PSU and if it is found at any stage that similar

product/systems or sub systems was supplied by the BIDDER to any other Department of the Government of Chhattisgarh or a PSU at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to the BUYER,. if the contract has already been concluded.

## 9. INDEPENDENT MONITORS

9.1. The BUYER will appoint Independent Monitors (hereinafter referred to as Monitors) for this Pact.

9.2. The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.

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

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

9.5. As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform the Authority designated by the BUYER.

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

## 10. FACILITATION OF INVESTIGATION

In case of any allegation of violation of any provisions of this Pact or payment of commission, the BUYER 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.

11. LAW AND PLACE OF JURISDICTION

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

12. OTHER LEGAL ACTIONS

The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the any other law in force relating to any civil or criminal proceedings.

13. VALIDITY

13.1. The validity of this Integrity Pact shall be from the date of its signing and extend up to 5 years or the complete execution of the contract to the satisfaction of both the BUYER 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.

13.2. If one or several provisions of this Pact turn out to be invalid; the remainder of this Pact shall remain valid. In such case, the parties will strive to come to an agreement to their original intentions.

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

BUYER SIGNATURE

BIDDER SIGNATURE

Name of the Officer

CHIEF EXECUTIVE OFFICER

Designation

Department/ PSU

Witnesses

Witnesses

1).....

1).....

2).....

2).....