



CSMCL

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

CIN – U51909CT2017SGC007813

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

E-mail id: csmclho@gmail.com | Contact No.: 0771-2439611

Sr. No. _____

Despatch No. _____ Date _____

To,

**NOTICE INVITING OFFERS FOR REGISTRATION AND SUPPLY OF
COUNTRY AND FOREIGN LIQUOR**

NO. CSMCL/RATEOFFER/2023/-----

Dated: -----

1. Sealed offers are invited from firms having license C.S. 1 B, FL 10A and FL10B issued by Excise Department of Chhattisgarh for entering into rate contract with Chhattisgarh State Marketing Corporation Limited for supply of CL/IMFL/ FMFL/Beer/Vodka /Wine for the period from 1st April 2023 to 31st March 2024.

2. The last date for receipt of rate offers in the Office of the Corporation at Raipur (Chhattisgarh) is **21/03/2023 by 01:00 P.M.** Which shall be opened at **02:00 P.M.** on the same date. The participating C.S.1B/FL10A/ FL10B licensee will submit a non-refundable fee of Rs. 59,000/- (50,000 + 18% GST) (Rupees Fifty Nine Thousand only) towards registration by Account Payee Bank Draft of any Nationalised Bank or Scheduled Bank at Raipur drawn in favour of the Managing Director, Chhattisgarh State Marketing Corporation Limited.

Application form along with the terms and conditions governing the offers and other documents can be obtained from the Corporation's Head Office at Aabkari Bhavan, Labhandi, Chokra Nala, Raipur - 492012 (Chhattisgarh) on payment of non refundable fee of Rs. 23,600/- (20,000 + 18% GST) (Rupees twenty three Thousand six hundred only) by demand draft of any Nationalised/ Scheduled bank drawn in favour of the Chhattisgarh State Marketing Corporation Limited payable at Raipur, upto one day prior to submission of Rate Offer during working hours.

MANAGING DIRECTOR
Chhattisgarh State Marketing Corporation
Limited, Raipur

**"Terms & Conditions" for entering into rate contract for supply of
CL/FMFL/IMFL and Beer to CSMCL Raipur by C.S.1B, FL10A and FL10B
licensees for the year 2023-24**

1. The offers should be sent in sealed covers with superscript " Rate Offer for CL/FMFL/IMFL/BEER/2023-24" and addressed to the Managing Director, Chhattisgarh State Marketing Corporation Ltd., Aabkari Bhavan, Labhandi, Chhokra Nala, Raipur 492012 so as to reach on or before 01:00 PM on 21/03/2023
2.
 - (a) Offer shall be accompanied by a bank draft for an amount of Rs. 59,000/- (50,000 + 18% GST) as registration fees drawn in favour of The Managing Director, Chhattisgarh State Marketing Corporation Ltd. payable at Raipur. It shall be applicable for any new C.S.1B, FL10 A/B license only. Those already registered need not to pay.
 - (b) A bank draft for an amount of Rs. 10,00,000/- as Security Deposit drawn in favour of The Managing Director, Chhattisgarh State Marketing Corporation Ltd. payable at Raipur should be submitted along with the offer by each FL10 (A)/FL10 (B) Licensee.
 - (c) A bank draft for an amount of Rs. 25,00,000/- as Security Deposit drawn in favour of The Managing Director, Chhattisgarh State Marketing Corporation Ltd. payable at Raipur should be submitted along with the offer by each C.S.1B Licensee.
 - (d) Offers which do not satisfy the conditions laid down in this document are liable to be rejected and security amount will be refunded
3.
 - (a) The offers may be submitted only by the distillers holding C.S.1 B license for CL; FL10 (A) and FL10 (B) license holders of the Department of Excise, Chhattisgarh .
 - (b) Separate offers shall be presented for Country liquor and Foreign liquor in case of any supplier having C.S.1B (**Annexure 'E'**) and FL10(B) license **Annexure 'D'**.
 - (c) The offers shall be made in the enclosed application format .
(**Annexure.- 'A'**).
 - (d) The licensee shall also submit the duly signed Terms and Conditions of Rate offer.
 - (e) All the above will form part of Agreement of the offer.
 - (f) **Annexure 'D'** and **Annexure 'E'** should also be submitted in USB Flash drive in a **Sealed Cover**.



4. (a) The rate offer of only those labels of CL/IMFL/FMFL and BEER which has been registered with the Excise Commissioner Chhattisgarh could be quoted. The rate of the labels once quoted and approved by the corporation will not be permitted to be altered throughout the financial year 2023-24.
- (b) The following information is to be Bar-coded on the labels affixed to the bottles of liquor supplied to the corporation.
- (i) Name of Country.
 - (ii) Name of the Company.
 - (iii) Name of the Brand/Label.
 - (iv) Size of the Package.
 - (v) Check Digit.
 - (vi) Retail Selling Price.

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

- (c) Retail Selling Price (RSP) should be printed on the labels of bottles supplied to the corporation. The RSP will be fixed by the Govt. of Chhattisgarh.
- (d) The labels printed on the bottles and on the cartons should contain all information whether required mandatorily or otherwise and the particulars of the products printed on the outer cartons should be clear enough to identify the product and the batch number and manufacturing date of the product. "Adequate white space should be created on both side of the packing carton for the printing of 1-D barcode."
- (e) The country spirit, bottles, labels and bottling caps should be of such good quality, standard pattern and specifications, as prescribed by the Excise Commissioner from time to time.
- (f) The price quoted for each Label of CL/ IMFL/FMFL/Beer shall be per case basis for supply to all the warehouses/godowns of Chhattisgarh State Beverages Corporation Limited, (CSBC) situated within the state of Chhattisgarh, for the purpose. Landing price quoted for the supply of country liquor shall include the transportation charge upto the retail liquor shop via warehouse of CSBCL.
- (g) The IMFL manufactured in Chhattisgarh for sale in Chhattisgarh state under 1st and 2nd duty slabs may be supplied in recycled bottles but a minimum of 25% supply in new glass bottles shall be mandatory. The CL manufactured in Chhattisgarh for sale in Chhattisgarh will be supplied in round bottles only. A minimum of 25% supply of CL shall be in new glass bottles.

- (h) The rates of the labels quoted for, shall be in following pack sizes :-
- (i) “For country liquor, the pack size shall be 750 mls, 375 mls and 180 mls, Issue of country liquor shall be only in boxes as per BIS packing norms. 12 bottles of 750 mls, 24 bottles of 375 mls and 48 bottles of 180 mls, shall be packed in one box. The bottles used in bottling of country liquor shall be uniformly made and must be of round shape in all three size, with appropriate embossing on all bottles, “For sale in Chhattisgarh state only.”
 - (ii) “ In the case of IMFL/FMAL, A bottle of capacity of less than 191 millilitres but not less than 142 millilitres shall be classed as a nip bottle”. “A bottle of capacity of less than 383 millilitres but not less than 246 millilitres shall be classed as a pints bottle”. “A bottle of capacity of less than 767 millilitres but not less than 495 millilitres shall be classed as a quarts bottle” and “A bottle of capacity of 1000 millilitres but not less than 767 millilitres shall be classed as a Magnum bottle”.
 - (iii) For beer the maximum permitted pack size shall be 650 ml, 500 ml, 355 ml, 325 ml, 330 ml, 325 ml can, 330 ml can and 500 ml can only.

5. LANDING PRICE

- (a) C.S. 1 B licensees shall quote the rates of products which are manufactured and bottled by them in their production warehouses, directly to CSMCL, in the prescribed format (Annexure 'E').
- (b) The FL10A licensee may submit the offer of Landing price of those manufacturers with whom they entered into an agreement to supply their products which they want to sell in Chhattisgarh in the prescribed format (Annexure 'D'). FL10B can submit directly .
- (c) One manufacturer or supplier can enter into agreement with only one FL10A licensee.
- (d) The FL10B licensee shall quote rate and will supply to CSMCL only those products which are bottled by them under FL9 license issued to them.
- (e) The C.S. 1 B, FL10A and FL10B licensee shall quote the rates for such label(s) which are registered with the Excise Commissioner, Chhattisgarh.
- (f) The C.S. 1 B, FL10A and FL10B licensee shall quote the Landing price for their products.
- (g) The rate of any new by approved label during the year shall be approved by the Corporation only on quarterly basis.
- (h) Rate revision of any labels will be allowed only after six month. The decision of Managing Director will be final and binding on the C.S. 1 B, FL10A and FL10B licensees.




- (i) The FL 10 A licensee shall submit the consent letter from all the concerned companies on their letter heads, as well as duly notarised.
- (j) **Landing Rate Analysis:**
1. The Landing price could be quoted by the C.S. 1 B, FL10(A)/FL10(B) licensee for only those label which are approved by Excise Commissioner of Chhattisgarh.
 2. A Maximum variation of 15 % will be allowed in landing price approved for the last year 2022-23.
 3. The cost analysis of offered rates should be submitted along with the rate offer. The cost analysis should be approved by the Chartered Accountant / Cost Accountant on their letter head.
 4. The rate quoted shall be the same irrespective of the supply unit. No variation in rate shall be allowed on change of source.
 5. The decision of Managing Director will be final and binding on the C.S. 1 B, FL10 (A)/FL10 (B) licensee concerned.
- (k) The landing price quoted should be FOR CSBC Godowns/ Warehouses inclusive of all expenses. The C.S. 1 B, FL10A/ FL10B licensee has to incur all the expenditure till the stock is delivered at the CSBC depot/warehouses.
- (l) In case the duty rates are increased or decreased by the Government new landing prices would be calculated on the basis of new duty rates/ fees, which shall be acceptable to the C.S. 1 B, FL10A/ FL10B licensee. (No variation of landing price shall be allowed)
6. The Documents and copy of conditions governing the offer shall be signed (on each page) by the C.S. 1 BFL10A/B licensee or by the power of attorney holder of the licensee and shall bear the seal of the unit. The name and address of the signatory should be clearly mentioned against each such signature. Resolution regarding power of attorney holder, from the authorised body of the company is to be attached with the rate offer document.
7. Once the prices of any of the Label are accepted by the corporation and the acceptance of the rates communicated by the corporation in writing to the C.S. 1 B, FL10A/ FL10B licensee it will constitute a rate contract. The C.S. 1 B, FL10A/ FL10B licensee will be liable to supply as much quantity of each label of different pack sizes as and when ordered. In case of failure to do so the corporation may take such action as it deems fit including recovery of any direct / indirect loss that may be suffered by the corporation and the Corporation will have right to recover the loss through forfeiture of security held with it or otherwise.

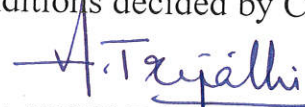


8. The quantity to be purchased shall depend upon the demand for the product.
9.
 - (a) On receipt of the offers and their scrutiny by the corporation, it shall be open to the corporation to enter into negotiation with the C.S. 1 B,FL10A/ FL10B licensee.
 - (b) The Chief Executive of the Company shall represent at the time of negotiations.
10. Any offer which does not satisfy the condition or is received without true and correct information either in terms of documents or in the data sheet and schedules shall be rejected.
11. The decision of the Managing Director of the corporation shall be final with respect to :-
 - (a) Acceptance or rejection of any or all the offers without assigning any reason. The C.S. 1 B,FL10A/ FL10B licensee will have the right to file representation against said rejection within 30 days from the date of intimation of rejection, before the Managing Director. Representation received after said period will not be entertained.
 - (b) Fixing of landing prices and payments, and supply terms with the Offers for goods supplied.
12. The quality of CL/IMFL/FMFL/Beer to be supplied should be of standards as fixed under Food Safety and Standards Authority of India (FSSAI) Copy of license to be attached in **Annexure- "A"**. It shall also confirm to the specifications in the Chhattisgarh Excise Act and Rules.

The chemical examination certificate and a certificate showing that RS (in case of country liquor) ENA (in case of Foreign liquor) has been used in production should be sent to the corporation against each dispatch. Such chemical examination certificate should be duly authenticated by the Chief Chemical Examiner/Authority recognized by the state and RS/ENA certificate by the chief executive of the distillery authenticated by Excise Authority. Chemical examination certificates of beer should be authenticated by the Chemist/Brew Master of the brewery duly authenticated by the Excise authority of the brewery. Those consignments which arrive without the specified chemical examination certificate shall not be accepted at the warehouses/depots of the Chhattisgarh State Beverages Corporation Limited, (CSBC). The corporation also reserves the right to periodically subject the samples for chemical examination/verification of standards and the expenses incurred by the corporation for such chemical examination/verification will have to be born by the C.S. 1 B/ FL10A/ FL10B licensee. Ensuring the quality of the products as per the standards and the quality specifications will be the absolute responsibility of the respective C.S. 1 B/ FL10A/ FL10B licensee.

13. That all the condition for supplies/payment or other wise of CL/IMFL/FMFL/BEER shall be in accordance with agreement of sale enclosed in **Annexure- "C"** of these documents.
14. Once Landing Price of a Label is offered and accepted by the corporation, the C.S.1B /FL10A/ FL10B licensee shall be liable to make uninterrupted supply of that brand, as per stocking orders and demand. If the C.S. 1 B/ FL10A/ FL10B licensee intends to discontinue supply of any approved brand, the same has to be intimated to the Corporation at least 60 days in advance. Any failure in this regard or in supply will entitle the Corporation to report to licensing authority to black list the C.S. 1 B/ FL10A/ FL10B licensee and forfeit the security amount along with a penalty which may be upto Rs 10,00,000/-
15. In case the products purchased by CSMCL shops remain unsold for more than 180 days it will be declared as surplus. CSMCL will impose demurrage charge per bottle on C.S. 1 B/ FL10A/10B licensees:-
- i. In case of beer, on the expiry of the date, the demurrage charge equivalent to the RSP shall be leviable and the beer shall be destroyed by CSBC/CSMCL through the process determined by Excise Department. The charge incurred by CSBC/CSMCL will be recovered from the bills/Security deposit of the licensee concerned.
 - ii. For the products of country liquor a demurrage charge @25% of RSP shall be charged per month after 180 days of its purchase.
 - iii. Demurrage charge shall be leviable @25% of RSP per month after 180 days of its purchase for the first six duty slabs starting from lowest duty slab.
 - iv. Demurrage charge shall be leviable @25% of RSP per month after 1 year of its purchase, from the seventh duty slab and above.
 - v. At the end of the agreement period the entire demurrage charge levied/leviable shall be recovered from the bills/guarantee of the licensee.
 - vi. Beer could be supplied from the CSBC godowns to shops upto 30 days prior to expiry date. Stock remaining after expiry at CSBC godowns shall be destroyed, as per the process determined by Chhattisgarh State Beverages Corporation Limited, (CSBC).
 - vii. The demurrage charge levied shall on spirit and malt be charge able to C.S.1B/ FL 10(A)/ FL10 (B) licensee. 25% of the applicable demurrage charge will be borne by the placement agency and rest 75% by C.S.1 B/FL10(A)/FL10(B).
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16. The currency of the contract and the terms & conditions spelt out herein shall be subject to the Chhattisgarh Excise Laws/Custom Act (in case of FMFL) and any law in force and policies of the Union and State Govt. from time to time. Application of any new law/ taxes by government shall be born by the C.S. 1 B/FL 10(A)/ FL 10(B) licensees.
17. The difference of CVD for the closing stock at 31ST March, shall be payable by the C.S. 1 B/FL 10(A)/ FL 10(B) licensees in the government account.
18. In case of indented stock not being fit for issue to the shops and the loss of duty condition arises, then the loss of duty shall be charged from the C.S. 1 B/FL 10(A)/ FL 10(B) licensee whose label is found unfit.
19. Termination of the Contract shall be governed in accordance with condition stipulated in the Agreement of Sale enclosed in **Annexure- "C"** of the document.
20. The sealed offers shall be opened by the Managing Director or by other officer of the corporation authorized by the Managing Director on **02:00PM .21/03/2023** at the head office of the corporation
21. The C.S.1B/ FL10A and FL10B licensees will have to assess the requirements of products of manufacturers and accordingly have to demand space in godowns /warehouses of Chhattisgarh State Beverages Corporation Limited (CSBC) through CSMCL. The CSBC after assessing their requirements will allot space to the C.S.1B/FL10A and FL10B licensee and the C.S.1B/ FL10A and FL10B licensee has to pay warehouse rental to CSBC as per terms and conditions decided by CSBC.



MANAGING DIRECTOR
Chhattisgarh State Marketing Corporation
Limited, Raipur

Application Form

(To be typed on Letter Head in duplicate)

1. Name, Address, Telephone / Fax Nos. etc. of the firm having C.S. 1 B/ FL10A/ FL10B license.
2. Address for Correspondence, Telephone / E-Mail / Fax Nos. etc. of the Manufacturing Distillery / Brewery /Bottling Unit registered under C.S.1B/ FL10A/ FL10B licensee. Along with the copy of resolution between Manufacturing and FL 10(A).
3. Name, Address and Telephone / E-Mail / Fax numbers of the Managing Director / Chief Executive of the Company / Firm owners of the Unit.
4. Name, Address and Telephone / E-Mail / Fax numbers of the Executive of the C.S. 1 B/FL10A/ FL10B licensee authorized to interact with the Corporation.
- (a) Name, Address and Telephone / E-Mail / Fax numbers of the Board of Directors / Partners / Trustees of Company / Firm / Society of C.S. 1 B/ FL10A/ FL10B licensee company.
5.
 - (a) Permanent Account Number (along with copy of PAN Card,TIN Number& GST Number)
 - (b) FSSAI License number along with copy of the manufacturers.
 - (c) FSSAI License copy of C.S. 1 B/FL10 (A)/FL10(B) Licensee.
 - (d) Copy of Registration of firm.
 - (e) Copy of D-1 & C.S. 1 B license for country liquor suppliers copy of FL10 (A)/FL10 (B) Licensee, valied.

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

Signature of Chief Executive

Place :

Name :

Date :

Seal

Designation :

Address :



NB:

1. All details sought should be given in prescribed format only. Where ever it is specially stated to keep enclosures, the same has to be separately attached.
2. All the columns should be filled. No column should be left blank.
3. The application form is to be filled in duplicate and both the copies should be authenticated by the Chief Executive (duly signed on each page).
4. Incomplete application is liable to be rejected.



GENERAL INSTRUCTIONS FOR FILLING AND FOR SUBMISSION OF RATE OFFER

1. The offer condition should be signed (in all pages) by the Chief Executive of the C.S. 1 B/FL10A/10B licensee.
2. The Application Form should be typed in duplicate on the letter head of the C.S. 1 B, FL10A/10B licensee.
3. For the Financial year i.e. 2023-24 proposed security deposit is Rs. 10,000/- per label .A demand draft drawn in favour of Chhattisgarh State Marketing Corporation Ltd. payable at Raipur (Chhattisgarh) towards security deposit should be enclosed. In case of the old labels for which security deposit has been given in previous years, mention the details.
4. Attach enclosure wherever found necessary.
5. The offer documents indicated (1) (2) and Demand Draft as per (3) above should be sent in sealed cover super scribed "Offer for supply of C.S. 1 B/ FMFL/IMFL/beer, 2023-24" and addressed to the Managing Director, Chhattisgarh State Marketing Corporation, Aabkari Bhavan, Labhandi, Chokra Nala, Raipur 492001 up to **21/03/2023 at 01:00 PM** The envelope should contain all annexures.
6. Late and unsealed offers will not be accepted under any circumstance.

Note:

1. Only offers submitted by the Chief Executive of the C.S.1 B/FL10A/ FL10B licensee or his power of attorney holder would be accepted.
2. In case the offer is submitted by the power of Attorney Holder, the original power of Attorney should be enclosed along with the offer.

AGREEMENT FOR SALE OF COUNTRY AND FOREIGN LIQUOR

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

BETWEEN

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

AND

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

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

WHEREAS

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



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

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

1. **DEFINITIONS:** In this Agreement, unless the context otherwise requires, the following words and expressions shall have the same meaning as assigned to them hereunder;
 - 1.1 **'Agreement'** means this Agreement for Sale entered into between the Purchaser and the Seller for the sale of Country and Foreign Liquor;
 - 1.2 **'Labels'** means the different types of Country Liquor, Whisky, Brandy, Rum, Gin, Vodka, Wine and Beer manufactured by the Seller and now in different names in the market and approved by the Excise Commissioner, State of Chhattisgarh;
 - 1.3 **'Case'** means 6,9,12 Nos. of 1000 ml, 3,6,12 Nos. of 750 ml, 6,12 Nos. of 700 ml, 12 Nos. of 500ml, 24 Nos. of 375 ml, 24 Nos. of 330 ml, 24 Nos. of 275 ml and 48 Nos. of 180 ml of Sprit.
and
12 nos of 650ml, 24 Nos. 325/330/355ml/500ml/325ml_can, 330ml_can, 500ml_can of malt.
 - 1.4 **'Delivery'** means the delivery of stock made by the C.S.1B/ FL10A/ FL10B licensee at the warehouse and depots of CSBC;
 - 1.5 **'Destination'** shall mean the depot/ warehouse of the Chhattisgarh State Beverages Corporation Limited now hereby referred as "CSBC" where the stock are to be supplied or other location within the State of Chhattisgarh, as may be specified in the Purchase Order for the supply of the Stock;
 - 1.6 **'Offer Price'** means the price quoted by the C.S.1B/ FL10A/ FL10B licensee for the sale of the stock in terms of the rate offer invited by the Purchaser and includes all expenses of manufacture, packaging, freight, insurance and taxes whatsoever.
 - 1.7 **'Stocking Order'** means the order for supply of Stock drawn by the Purchaser i.e. CSMCL on C.S.1B/ FL10A/ FL10B licensee for the supply of the stock to CSBC warehouse;
 - 1.8 **'Stock'** means the stock of Country Liquor, Foreign liquor stored by the C.S.1B/ FL10A/ FL10B licensee in the godowns under this agreement.



2. CONDITIONS FOR PURCHASE BY THE PURCHASER:

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

A. Price applicable for supply

- 2.1 The purchase shall be made upon the Price fixed by the Purchaser and agreed to by the C.S.1 B/FL10A/ FL10B licensee. No deviation from the Price would be permitted during the currency of this Agreement.
- 2.2 The Price fixed under this Agreement shall be on FOR destination basis and shall be deemed to be inclusive of all expenses of the C.S.1B/FL10A/ FL10B licensee, packing and forwarding charges, freight, insurance, taxes whatsoever.
- 2.3 The C.S.1B/FL10A/ FL10B licensee shall incur all the expenditure incurred for the delivery of the Stock at the destination. These expenses shall include the unloading charges of the Stock at the destination.
- 2.4 The Price determined under this Agreement shall be applied uniformly irrespective of the location of the destination within the State of Chhattisgarh.
- 2.5 The determination of the Price for the purposes of this Agreement shall be only for the licensees and manufacturers registered with the licensees and for which the labels are approved by the Excise Commissioner of Chhattisgarh as on the date of presentation of rate offers
- 2.6 The Stock shall be dispatched to CSBC warehouse by the manufacturer licensee under valid import pass (In case transaction interstate) and transport permit issued in the name of the manufacturer by the competent authority;
- 2.7 In case where the manufacturer licensee is located outside the territorial limits of the State of Chhattisgarh, the following shall also apply; :-
- 2.7.1 The manufacturer licensee registered with FL10A licensee shall be liable for the payment of statutory levies and taxes to the Government of Chhattisgarh on the import of foreign liquor in the State, at the prevailing rates;



B. Security Deposit

- 2.8 The C.S.1 B/FL10A/ FL10B licensee has to submit security deposit for each label and security deposit shall be Rs. 10,000/- per label, which shall be paid by bank draft from any nationalized bank or scheduled bank, drawn in favour of Managing Director, Chhattisgarh State Marketing Corporation Limited. Security deposit shall not be accepted in any other form. If demanded, the above amount shall be refundable only after completion of all the auditing of the concerned year. In case of the labels for which the security deposit has been provided for 2021-22, in previous years details of the deposition is to be mentioned.

C. Packing of Stock

- 2.9 The Seller shall ensure that the Stock supplied is adequately and properly packed to prevent any loss, damage or deterioration of the contents during transit.
- 2.10 All damages and breakage of the Stock supplied to the Purchaser on account of defective and improper packing or on account of any manufacturing defect in the contents or on improper storage in godowns/warehouses shall be to the account of the Seller.

D. SUPPLY

- 2.11 The C.S. 1 B/FL10A/ FL10B licensee shall affix at his/ its own cost, hologram stickers as prescribed by the Excise Commissioner, Chhattisgarh, Raipur on each bottle of CL/FMFL/IMFL/Beer. The hologram stickers are to be supplied by the office of Excise Commissioner, Raipur at the rate fixed by the Excise Commissioner.
- 2.12 The IMFL which is manufactured in Chhattisgarh and falling in 1st and 2nd duty slab which has maximum sale and the country liquor will be supplied in glass bottles. A minimum of 25 % of the total stock supplied in a month, shall be done in new fresh glass bottles.
- 2.13 The corporation shall issue Stocking order for supplies based on the stock requirements considering the quantity held and the monthly sales trend of stock of C.S.1B/ FL10A/ FL10B licensee.
- 2.14 The consortium of C.S.1B, F.L. 10A/B licensee shall supply liquor by transporting Country liquor/ Foreign liquor from the godowns/warehouse of Chhattisgarh State Beverages Corporation Limited to the retail shops by their own vehicle. The transportation rate will be Rs. 25 / - (Without GST) per case. This rate will be not a part of landing price of rate offer.

The vehicles used for transport must be equipped with sealed containers and digital locks.

The separate bill related to transportation expenses will be presented to CSMCL monthly by the consortium of C.S. 1 B/F.L.10A/B licensee, Which would be paid by CSMCL after 5th of every month. Expenditure of wear and tear in the transportation of foreign liquor from the godowns of Chhattisgarh State Beverages Corporation Limited to the retail shops of Country liquor /Foreign liquor shall be borne by the consortium of C.S.1 B/F.L.10A/B licensee.

Note:-

1. Only 01 consortium of F.L.10A/B for transporting of liquor will be allowed. This consortium will take approval from the CSMCL.
2. For any delay/ damage to CSMCL the licensee C.S.1B/F.L.10A/B of the consortium will be held liable and penalty will be imposed equivalent to the loss to CSMCL.
3. Expenditure of wear and tear in the transportation of liquor would be calculated by the RSP.
4. The rate of transportation will be quarterly reviewed by CSMCL and will be revised as per prevailing fuel rates.


F. Dispatch Advice

- 2.15 It shall be the obligation of the Seller to communicate the following particulars to the designated godown/ warehouse within 24 hours from the date of dispatch of the Stock;
- (a) Stocking Order No. and Date.
 - (b) No. of Cases dispatched and mode of dispatch.
 - (c) Other relevant particulars necessary to ensure delivery of Stock at the designation.
 - (d) Fill all required detail of dispatch note online in **CSBCL** Portal (<https://csbc.cg.nic.in>), and then only the consignment vehicle will be received and will get unloaded.
 - (e) Attach the dispatch note as mentioned in (d) above, along with invoice.

G. Delivery Schedule

- 2.16 The C.S.1 B/FL10A/ FL10B licensee shall be responsible to ensure that the supply of the Stock is made as per the delivery schedule indicated in the Stocking Order placed for the supply.

- 2.17 The Stock should be delivered during the working hours of the day and on working days only, at the specified destination.

- 2.18 In case the address of the destination specified in the Stocking Order is changed, the same shall be informed to the C.S.1B/ FL10A/ FL10B licensee. The C.S.1 B/FL10A/ FL10B licensee shall be responsible to deliver the Stock at such changed destination and will make internal arrangement with the manufacturer registered under him. The Purchaser shall not be responsible for payment of any expenditure incurred by the C.S.1 B/FL10A/ FL10B licensee or to manufacturer registered under him on account of this subsequent change of destination by the Purchaser.
- 2.19 The C.S.1B/FL10A/ FL10B licensee shall also ensure the following at his risk and responsibility;
- 2.19.1 That the consignment travels exactly along the route prescribed in the Import Permit/Transport Permit by Excise Department and that there is no deviation there from.
- 2.19.2 That in the event the C.S.1B/FL10A/ FL10B licensee is unable to dispatch the Stock sufficiently in advance of expiry of the Import Permit/Transport Permit, he shall report the matter to the Managing Director/General Manager of the Purchaser so as to reach him at least four days before the expiry of the Import Permit/Transport Permit along with the permit in original and Certificate of non-utilization issued by the Excise Supervisory Officer in charge of the Distillery/Brewery/Manufactory of the C.S.1B/FL10A/ FL10B licensee and explaining the reasons for such delay. The C.S.1 B/ FL10A/ FL10B licensee may thereupon seek extension of validity of the Permit as may be required depending upon the circumstances of the case. Request for extension of the permits received later than the period specified above shall be rejected summarily.
- 2.19.3 Prescribed NOC should be obtained from the concerned districts for transfer of liquor stock from manufacturing location to CSBC depot.
- 2.19.4 That all laws, rules, regulations and instructions including in particular the provisions of Chhattisgarh Excise Act, 1915 and rules made there under are complied with. The seller shall indemnify the purchaser against any eventuality of any expenditure incurred by the purchaser on account of any violation of laws, rules & regulations and instructions or accident caused to the stock in transit.
- 2.19.5 That all adequate arrangements have been made for transport and delivery of consignment at the specified destination.
- 2.19.6 That in case of any accidents in route, the C.S.1B/FL10A/ FL10B licensee shall;
- (a) Immediately lodge a complaint before the Police Station and inform the Excise Office having the jurisdiction;
- 

- (b) Inform the purchaser and the destination specified for delivery about the accident, without any delay, through the quickest mode of communication;
and
- (c) Procure all relevant documents for the proof of the accident in case revalidation permits or any other legal formalities have to be complied with.

H. Quality & Condition of Stock

- A. Beer/Breezer/RTD/Low Alcoholic Beverages, when supplied shall be within 60 days of manufacture.
- B. C.S.1B/FMFL/IMFL/ shall be supplied in clean pasteurized glass bottles only.” Beer shall be supplied in clean pasteurized glass bottles or Can only.”
- C. C.S.1B/FMFL/IMFL/Beer shall be clear and free from sediments and other particles.
- D. TheC.S.1B/FMFL/IMFL/Beer shall be free from harmful ingredients.
- E. The C.S.1B/FMFL/IMFL/Beer/vodka/Wine shall be free of added colouring material except caramel. Rum without colouring material shall be called White Rum & Gin shall be clear and free from added colour and shall not develop any turgidity on being diluted with water.
- F. All kinds of C.S.1B/FMFL/IMFL/Beer shall possess their characteristic, aroma, flavour and taste.
- G. Rum and Whiskies, when labelled as "Matured" shall be blend of spirits matured for not less then 6 months in suitable containers.
- H. Beer/Breezer/RTD/Low Alcoholic Beverages will only be issued to retailers upto 30 days prior to its expiry date.
- I. The Supply of C.S. B/FMFL/IMFL/Beer shall be done by “Track& Trace” System.
- J. The C.S.1B/FL10A/ FL10B licensee shall supply its product in sealed containers with digital locks having “GPS tracker device.” The technical specification will be as prescribed by CSMCL (as per **Annexure “F”**)



I. PASTEURIZATION.

Bottled or canned Beer shall be effectively pasteurized. The quality of the C.S.1B/FMFL/IMFL/Beer/Vodka/Wine shall not fall below the standards specified by the Bureau of Standards, Government of India and under FSSAI guidelines. The Chemical Examination Certificate shall always be sent to the Corporation with dispatch of each batch and consignment. Such Chemical Examination Certificate shall be duly authenticated by Examiner/Authority recognized in the State of Chhattisgarh. The Corporation reserves the right of periodical chemical examination for verification of standards. If it is found during such examination that the stock supplied do not conform to the prescribed standard, the Corporation will not be liable to make any payment to the C.S.1B/FL10A/ FL10B licensee in respect of such stocks. Further, the C.S.1B/FL10A/ FL10B licensee shall comply with the orders passed by the competent authority in respect of supply, which are found to be below prescribed standard. The C.S.1 B/FL10A/ FL10B licensee shall indemnify the Corporation for all losses or damages sustained by the Corporation for the CL/FMFL/IMFL/Beer not conforming to the standards under the laws of Chhattisgarh Excise Act, 1915. The Corporation reserves the right not to place any stocking order with such C.S.1 B/FL10A/ FL10B licensee. Corporation holds the Rights to testify the quality of CFMFL/IMFL/Beer/Vodka/Wine in self laboratory or standard approved laboratory.

SPIRITS (CL/WHISKY/BRANDY/RUM/ GIN/ VODKA /WINE)

COMPANY NAME & COMPANY ADDRESS (Sub Lessee)

DATE :-

CHEMICAL ANALYSIS REPORT

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

LAB Analysis Report:

S.No.	Characterisitics	Results observed in samp
1	General Property	
2	Base Of Liquor - ENA/ RS.	
3	Ethyl Alcohol Content % v/v	
4	Volatile Acids as Acetic Acid (gms/100 lts Of Absolute alcohol Max)	
5	Higher Alcohol as Amyl Alcohol (gms/100 lts Of Absolute Acohol Max)	
6	Esters as Ethyl Acetate(gms/100 tts Of absolute Alcohol Min)	
7	Aldehydes as Acetaldehyde (gms/100 ltd obabsolute alcohol Max)	
8	Methyl Alcohol	

Remarks :- 1/ The Sample of -----analysised complies with IS :-----

2/ It is certified that the sample of -----

is fit for human consumption.

Officer in charge.

ChietChmist/chemist

MALT (Beer)
COMPANY NAME & COMPANY ADDRESS (SUB Lessee)
DATE :-
CHEMICAL ANALYSIS REPORT

Brand Name Sample/ Size
Batch No. Date

LAB Analysis Report:

S.No.	Characterisitics	Results observed in sample
1	Brand Name	
2	Base of Beer	
3	Batch No	
4	Date of sample Drawn	
5	Analysis Date	
6	Alcohol Strength % (V/v)	
7	ph	
8	percentage of CO ₂	

The Above Beer is fit for Human consumption

Officer in charge

chiefchemist/chemist

3. **TERMS OF PAYMENT:** The terms formaking payment for the foreign liquor purchased in terms of the Agreement shall be as follows;
- 3.1 The corporation shall pay the C.S.1 B/ FL10A/ FL10B licensee only for the stock lifted for retail shops. Payments will be calculated on the stock sold in every 10 days and shall be paid within next subsequent 10 days. Stock stored in godown/ warehouse of CSBC shall not be eligible for any payment. After 1st payment of the FL10A licensee is made all subsequent bills shall include a payment certificate as proof of payment to manufacturer/supplier by Chartered Accounted of the FL 10 (A) licensees.
- 3.2 If any dispute between FL10 A licensee and manufacturer /supplier comes to the notice of CSMCL. M.D. CSMCL reserves the right to suspend all transactions with that labels.
4. **OTHER CONDITIONS FOR PURCHASE:** The following conditions shall also constitute the obligations of the Seller.
- 4.1 The C.S.1B/FL10A/ FL10B licensee shall raise the invoices for the stock strictly as per the description of the stock lifted and the invoices shall only bear the consolidated rate mentioned in the Purchase Order without any breakup.
- 4.2 The C.S.1 B/FL10A/ FL10B licensee should abide by the provisions of Chhattisgarh Excise Act. 1915 and rules made there under in force from time to time and any other relevant enactment like the Standards of Weights & Measures Act. 1976/(Enf) Act. 1986/and Packed Commodities Rules, 1977 etc. The C.S. 1 B/FL10A/ FL10B licensee is solely and individually responsible for all the consequences arising out of the violations in this regard. Any legal complications arising out of the failure to company with various rules shall be the sole responsibility of the C.S.1 B/FL10A/ FL10B licensee.

4.3 Any losses/damages suffered by the Purchaser due to any lapse or violation on the part of the C.S.1B/FL10A/ FL10B licensee shall be indemnified by the later.

5 MISCELLANEOUS PROVISIONS: The following provisions shall also constitute the part of this Agreement.

A. Currency of Agreement

5.1 This Agreement comes into force with immediate effect and shall remain valid till 31 March, 2024

B. Forum for legal proceedings

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

C. Inspection

5.3 The purchaser or its/ his authorized representative shall have right to inspect, test and expedite supply or get inspected, tested and expedite the supply of goods at works of the C.S. 1 B/FL10A/ FL10B licensee or at any other place as decided by the Corporation

D. Pre-Contract Integrity Pact

5.4 C.S.1B/FL10A/ FL10B licensee shall also undergo the Integrity pact as Annexed in “Annexure – G”

E. Annexure

5.5 All annexure will be part of Agreement.

(Authorized Signatory)
On behalf of
C.S. 1 B/ FL10A/ FL10B
Licensee (Seller)

(Authorized Signatory)
On behalf of
Chhattisgarh State Marketing Corporation Ltd.
Raipur (Purchaser)



Witnesses:-

(1) _____ ()

(2) _____ ()

(Please sign at the place specified)



RATE OFFER OF FOREIGN LIQUOR LABELS

FOR (Freight on Receipt) rates for Brand/Labels to be supplied to CSMCL

NAME OF THE FL10 (A/ B) LICENSEE:

NAME OF THE COMPANY/SUPPLIER:

NAME OF THE BOTTLING PLANT:

LANDING PRICES TO CSMCL FOR 2023-24

Final Purchase Price of CSMCL year 2023-24	CSBCL Godown Rental	Total Landing Price	Amt of Excise Duty/ CVD ***	Landing price for year 2023-24(without Excise Duty/ Countervailing Duty (CVD))	Whether the product was approved by CSMCL in the previous year 22-23 (Yes/No.)	Whether the label has been registered with Excise Commissioner, Chhattisgarh Yes/No. If so furnish Registration. No.	Whether the product was approved by any other FL10A in the previous financial year 2022-2023& if so specify the name of the FL10A and attached NOC from that FL10A	QTY in PL/BL in one case	No. of bottles	Pack Size	Expiration Period in Days (If Applicable)**	Glass/Can	Sub Category Spirit/Malt/Breezer/Ready to Drink(RTD)/Low Alcoholic Beverages)	Category (IMFL/FMFL/MALT/ MALT BIO/FMFL BIO)*	Label Name	Strong/Lager(Only for Beer/Matt)	Brand Name
--	---------------------	---------------------	-----------------------------	---	---	--	--	--------------------------	----------------	-----------	---	-----------	---	---	------------	----------------------------------	------------

*** Category:-**

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

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

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

(Where there is the change in the FL10A licensee of any brand/label already registered with the Corporation, the present FL10A licensee shall enclose "No Objection Certificate" from the former FL10A licensee.)

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

Signature of Chief Executive

Place :

Name :

Date :

Seal

Designation :

Address :

Note: - The above information is also to be provided in USB drive, in sealed envelope with the rate offer.

RATE OFFER OF COUNTRY LIQUOR LABELS

FOR (Freight on Receipt) rates for Brand/labels to be supplied to CSMCL

NAME OF THE C.S. 1 B LICENSEE:

NAME OF THE COMPANY/SUPPLIER:

LANDING PRICES TO CSMCL FOR 2023-24

Brand Name(Masala/ Plain)	Label Name	Pack Size	No. of bottles	QTY in PL/BL in one case	for year 2023-24 (without Excise Duty/ Countervailing Duty (CVD)(including transportation charge upto retail liquor shop	Amt of Excise Duty/ CVD(As applicable)	Warehouse charges (Per box) Fixed Rs. 6/-	Final Landing Price of CSMCL year 2023-24 (6+7+8)
1	2	3	4	5	6	7	8	9

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

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

Signature of Chief Executive

Place :

Name :

Date :

Seal

Designation :

Address :

Note: - The above information is also to be provided in USB drive, in sealed envelope with the rate offer.

Specification Of Digi Lock

Annexure -F

S. No.	FEATURE	Specification
1	GPS Module	Ublox
2	Frequency Band	900/1800/900 Mhz
3	In-Build Battery	15000 mAh
4	Transmission mode	TCP
5	Vibration detecting	Built in 3G Sensor
6	Lock Status	Real time monitoring
7	Unlock	RFID/ Remote password
8	Wake up mode	Call/ SMS/ Swiping card/ Vibration/E-Rope cut of
9	Antenna - GPS	Internal
10	Antenna - GSM	Internal
11	Protection Grade	IP67
12	Working Temperature	-20 to +60 ⁰ C
13	Storage temperature	-40 to +80 ⁰ C
14	Relative humidity	5% - 99%
15	Average standby current	Less than 0.1 mA
16	Average working current	Less than 90 mA
17	Virtual Odometer	GPS Based
18	Data Logging	Supported
19	Smart Algorithm of Data Acquisition	Time, Distance and Angle
20	SMS Configurable	Supported

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



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, Department) Government of Chhattisgarh (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 an 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 Ministry/Department 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, favour 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 and illegal activities 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, favour, 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, favour, 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 favour or disfavour 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 RFP as Earnest Money/Security Deposit, with the BUYER through any of the following instruments:

- (i) Bank Draft or a Pay Order in favour of.....
- (ii) A confirmed guarantee by an Indian Nationalised Bank, promising payment of the guaranteed sum to the..... (BUYER).....on demand within three working days without any demur whatsoever and without seeking any reasons whatsoever. The demand for payment by the BUYER shall be treated as conclusive proof of payment.
- (iii) Any other mode or through any other instrument (to be specified in the RFP).



6.2. The Earnest Money/Security Deposit shall be valid upto a period of five years or the complete 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

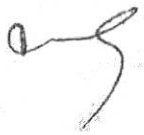
7.1. Any breach of the aforesaid provisions by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the BUYER to take all or any one of the following actions, wherever required:-

(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 LIBOR. If any outstanding payment is due to the BIDDER from the BUYER in connection with any other contract such outstanding payment could also be utilized to recover the aforesaid sum and interest.



(v) To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the 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 five 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 dependant 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



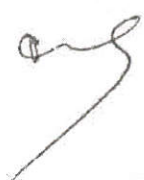

shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.

- 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.
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9.6. The Monitor will submit a written report to the designated Authority of BUYER/Secretary in the Department/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.

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

BUYER

BIDDER



Name of the Officer

CHIEF EXECUTIVE OFFICER

Designation

Department/ PSU

Witness

Witness

1).....

1).....

2).....

2).....

