

**INVITATION FOR TENDERS FOR PROVIDING MANPOWER SERVICES TO  
JHARKHAND STATE BEVERAGES CORPORATION LIMITED**



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## **Background to the invitation**

Jharkhand State Beverages Corporation (Corporation) is a Government company, set up by the Government of Jharkhand in 2010 for the canalisation of liquor in the State.

Government of Jharkhand have decided to take over retail sale of liquor in the State from 1.8.2017 for the effective regulation of sale of liquor in the State.

Amongst others, the new policy requires operating retail outlets in the State for sale of liquor. The Corporation intends to retain Service Providers who would provide competent and qualified personnel for managing the operations at such retail sale points. Such personnel would function in accordance with the policies and procedures laid down by the Corporation for operating the retail sale point and would be responsible for the sale of liquor, inventory, cash, security, etc., of the retail sale point.

The Corporation invites tenders from eligible tenderers for providing manpower services to the Corporation from time to time for operating retail sale points.

The tender document comprises Instructions to Tenderers (ITT) along with its Annexures. The draft contract agreement that the service provider would conclude with the Corporation is also included.

Bidders are requested to go through the ITT and the draft contract agreement and submit their tenders along with all supporting documents and enclosures as detailed in the ITT.

Tender documents may be downloaded from the website of the Corporation – **jsbcl.in** Requests for tender documents through post/courier will not be entertained.

Any communication in regard to this tender may be addressed to –

The General Manager (Operations),  
Jharkhand State Beverages Corporation Limited,  
Registered Office: T.A. Building, Near GolChakkar,  
Sector 3, Dhurva, Ranchi – 834 004  
Email: jsbcl.jharkhand@gmail.com

## TENDER SCHEDULE

<b>Sl. No.</b>	<b>Description</b>	<b>Date</b>	<b>Time</b>
1	Commencement of issue of Tender document through website of the Corporation	17-04-2017	10.00 hours
2	Last date for downloading Tender document through website of the Corporation	03-05-2017	16.00 hours
3	Last date and time for seeking clarifications	03-05-2017	16.00 hours
4	Pre bid meeting of Tenderers	03-05-2017	16.00 hours
5	Last date and time for submitting tender documents	10-05-2017	13.00 hours
6	Opening of Technical tender forms	10-05-2017	15.00 hours
7	Announcement of Technically qualified tenderers	12-05-2017	11.00 hours
8	Opening of price tender forms	12-05-2017	15.00 hours
9	Announcement of the Lowest Tenderer	15-05-2017	16.00 hours
10	Furnishing the performance security by the Selected Tenderer	20-05-2017	16.00 hours
11	Signing of Contract	23-05-2017	15.00 hours

# INSTRUCTIONS TO TENDERERS

## Definitions

In this Instructions to Tenderers (including any recitals, annexures, formats or schedules attached thereto), except where the context otherwise requires, the following words and expressions shall have the following meaning.

- 1.1 **“Additional Selected Tenderer”** shall have the meaning ascribed to it in clause 53.2.
- 1.2 **“Corporation”** shall mean Jharkhand State Beverages Corporation Limited.
- 1.3 **“Contract”** shall mean the contract to be concluded between the Corporation and the Service Provider.
- 1.4 **“Evaluated Price”** shall have the meaning ascribed to it in ITT clause 51.3.
- 1.5 **“Liquor”** shall mean Indian Made Foreign Liquor (IMFL), Beer, Country Liquor and Spiced Country Liquor.
- 1.6 **“Lowest Tenderer”** shall mean the Tenderer whose Evaluated Price is the lowest.
- 1.7 **“Manpower Services”** shall have the meaning ascribed to it in clause 2.1.
- 1.8 **“Parties”** shall mean the Corporation and the Service Provider referred to jointly.
- 1.9 **“Personnel”** shall mean the Retail In-Charge, Retail Assistant and Security Guard referred to jointly.
- 1.10 **“Price Bid”** shall mean the schedule of prices submitted by the Tenderer as described in ITT clause 37.
- 1.11 **“Selected Tenderer”** shall mean the Lowest Tenderer who has been notified that its tender has been accepted.
- 1.12 **“Service Provider”** shall mean the Selected Tenderer or the Additional Selected Tenderer who has executed the Contract pursuant to ITT clause 55 and who would provide the services sought for by the Corporation through this tender and which term shall include his heirs, executors, administrators and assignees.
- 1.13 **“Retail Assistant”** shall mean the person assisting the Retail In-Charge in the functioning of the Retail Sale Point.

- 1.14 **“Retail In-Charge”** shall mean the person who is responsible for the functioning of the Retail Sale Point.
- 1.15 **“Retail Sale Point”** shall mean the shop from where sale of Liquor takes place.
- 1.16 **“Security Guard”** shall mean the person deployed for the safekeeping of the Retail Sale Point.
- 1.17 **“State”** shall mean the state of Jharkhand.
- 1.18 **“Technical Bid”** shall mean the technical bid as described in ITT clause 36.
- 1.19 **“Tenderer”** shall mean a person / firm / company / organization participating in this tender.
- 1.20 **“Working Day”** shall mean all the days when the Corporation is open for business.
- 1.21 **“Working Hours”** shall mean the hours on a Working Day when the Corporation is open for business.

### **Services sought through this tender**

#### **2. Manpower Services**

- 2.1. Manpower Services shall mean making available qualified and competent Personnel to carry out operations at the Retail Sale Point of the Corporation, strictly in accordance with the policies and procedures of the Corporation.
- 2.2. The Personnel so provided shall be responsible for
- (a) General upkeep of the Retail Sale Point, including maintaining the premises in a clean and hygienic condition;
  - (b) Periodic stock taking of Liquor at the Retail Sale Point as per the guidelines issued by the Corporation and reporting variances, if any;
  - (c) Supervising unloading of Liquor from the vehicle and their stacking at the Retail Sale Point;
  - (d) Segregating broken and damaged bottles and pouches of Liquor and stacking them separately;
  - (e) Managing sale of Liquor at the Retail Sale Point with due courtesy towards all customers;



- (f) Taking steps to ensure that all brands of Liquor are available at the Retail Sale Point by continuously interacting with the depot and others;
  - (g) Safe keeping of the cash realized from the sale of Liquor and depositing the cash in the bank as per the instructions of the Corporation;
  - (h) Safety of the Retail Sale Point, the stock of Liquor therein, conduct of business in an orderly manner, etc.; and
  - (i) Carrying out such other activities as may be directed by the Corporation from time to time.
- 2.3. The Corporation, through this tender seeks to avail Manpower Services at the Retail Sale Points of the Corporation, for a period of one year from the date of commencement of the Contract, extendable for a further period of one more year at the same terms and conditions.

### **Scope of Manpower Services to be provided**

#### **3. Retail In-Charge**

- 3.1. Every Retail Sale Point shall be under the charge of a Retail In-Charge, who shall be assisted by Retail Assistants and Security Guards.
- 3.2. A Retail In-Charge shall at least be a Higher Secondary School pass with a consistently good academic record. Candidates with an academic score of less than 50 per cent in Class X, and XII shall not be proposed.
- 3.3. A Retail In-Charge shall have a good knowledge of computers and shall be proficient in MS Word and Excel. Candidates who have undergone a formal course in computer applications would be preferred.
- 3.4. A Retail In-Charge shall be a Resident of the Jharkhand State.
- 3.5. No person suffering the disqualifications under rule 133 (b) and 134 of the Bihar Excise Rules, 1915 shall be proposed as a Retail In-charge.

#### **4. Retail Assistants**

- 4.1. A Retail Assistant shall preferably have consistently good academic record. Candidates with an academic score of less than 50 per cent in Class X, and XII shall not be proposed.
- 4.2. A Retail Assistant shall have working knowledge of computers and shall be proficient in MS Word and Excel. Candidates who have undergone a formal course in computer applications would be preferred.
- 4.3. A Retail Assistant shall be a permanent domicile/Resident of the Jharkhand State.
- 4.4. No person suffering the disqualifications under rule 133 (b) and 134 of the Bihar Excise Rules, 1915 shall be proposed as a Retail Assistant.

#### **5. Security Guards**

- 5.1. Security Guards shall preferably have completed school education, shall be physically fit and shall be a permanent domicile of the State.
- 5.2. A Security Guard shall have at least three years' experience in guarding ATM points or bank branches or such similar establishments that the Corporation may decide.
- 5.3. No person suffering the disqualifications under rule 133 (b) and 134 of the Bihar Excise Rules, 1915 shall be proposed as a Security Guard.

#### **6. Retail Sale Points where Manpower Services have to be provided**

- 6.1. Manpower Services shall be provided at all Retail Sale Points in the State on all Working Days for the Working Hours at each Retail Sale Point.
- 6.2. The Corporation estimates the number of Retail Sale Points to be about 800, spread all over the State.
- 6.3. The Corporation may, considering exigencies of circumstances, omit one or more Retail Sale Point where such services are being provided. Any such decision of the Corporation shall be binding on the Service Provider.
- 6.4. The Corporation may include additional Retail Sale Points where Manpower Services have to be provided. Any such decision of the Corporation shall be binding

on the Service Provider at the same rates and terms and conditions as in the Contract.

## **7. Number of Personnel**

- 7.1. The Corporation estimates that at every Retail Sale Point one Retail In-Charge assisted by two Retail Assistants would be deployed for conducting business. However, depending on the volume of transactions at the Retail Sale Point, the number of Personnel may vary.
- 7.2. In addition to the above, every Retail Sale Point shall have one or more Security Guards, whose number would be based on the security requirements of a Retail Sale Point, as assessed by the Corporation.
- 7.3. The Service Provider shall, in case additional manpower is required at a Retail Sale Point, deploy them without delay. In case the manpower at a Retail Sale Point has to be reduced, the Service Provide shall do so forthwith.

## **8. Proposing Personnel**

- 8.1. The Service Provider shall, in a transparent and fair manner, identify and propose candidates who in his opinion are suitable for being deployed at Retail Sale Points. No person not fulfilling the criteria in clause 3, 4 or 5 as the case may be, shall be proposed.
- 8.2. Particulars of each candidate shortlisted shall be forwarded to the Corporation in Annexure 1.
- 8.3. The Corporation shall consider the candidates proposed and shortlist candidates who may be deployed at Retail Sale Points. The Corporation shall have complete discretion in deciding the suitability of a particular candidate and the Service Provider shall abide by the directions so given.

## **9. Verification of Personnel**

- 9.1. The Corporation may, on its own or through any agency or through the Police department of the State, verify the antecedents of the shortlisted candidates and prepare a list of deployable candidates.

9.2. The Corporation shall have complete discretion in deciding the suitability of a particular candidate to be included in the list of deployable candidates and the Service Provider shall abide by the directions so given.

## **10. Deployment of Personnel**

10.1. The Service Provider shall, from among the list of deployable candidates, deploy Personnel at various Retail Sale Points in the State.

10.2. The Corporation shall have complete discretion in deciding the Retail Sale Point where a particular candidate can be deployed and the Service Provider shall abide by the directions so given.

10.3. The Corporation shall, if it is expedient to do so, change the place of deployment of a person and the Service Provider shall abide by the directions so given.

10.4. The Corporation shall, if it is expedient to do so, cease the deployment of a person and the Service Provider shall abide by the directions so given.

## **11. Equipping the deployed Personnel**

11.1. The Service Provider shall, as advised by the Corporation on the specifications, provide at each Retail Sales Point a laptop and a printer to enable the deployed Personnel to effectively discharge their responsibilities.

11.2. The laptop and the printer shall be maintained by the Service Provider, with an appropriate service/maintenance contract with the supplier or the manufacturer. No disruption in the services rendered by the deployed Personnel on account of malfunctioning of the laptop or printer shall be acceptable to the Corporation.

11.3. Each Retail In-Charge shall be provided with a smart mobile phone. The Corporation would subscribe to a closed user group facility with a mobile service provider and shall defray the expenses towards such subscription. The Service Provider shall be responsible to ensure that the Retail In-Charge uses the mobile phone only for discharging his duties. The Service Provider shall be liable for any undesirable activity indulged in by the Retail In-Charge.

## **12. Responsibilities of deployed Personnel**

- 12.1. The deployed Personnel at a Retail Sale Point shall scrupulously adhere to the procedure prescribed by the Corporation, without any deviation.
- 12.2. Amongst others, the deployed Personnel shall discharge the responsibilities as in clause 2.2 and discharge such other responsibilities that the Corporation may direct from time to time.

## **13. Diligence towards stock**

- 13.1. The Personnel at a Retail Sale Point shall be responsible for the stock of Liquor delivered for sale. They shall be liable to remit the maximum retail price of any stock damaged or lost to the Corporation within five days of such damage or loss being reported.
- 13.2. In the event that the concerned Personnel do not remit the amounts as per clause 13.1 above, the Service Provider shall remit such amounts within two days of the amounts being due.
- 13.3. The Service Provider shall cover itself with an appropriate insurance cover to manage the risk arising out of damaged or lost stock. A copy of the insurance policy taken by the Service Provider shall be made available to the Corporation.

## **14. Diligence towards cash**

- 14.1. The Personnel at a Retail Sale Point shall be responsible for the sale proceeds due to sale of Liquor at the Retail Sale Point. They shall hand over the cash realized during the day to the person authorized by the Corporation to collect the same at the time specified.
- 14.2. In the event that the concerned Personnel do not remit cash as per the clause 14.1 above, the Service Provider shall remit such amounts within two days of the amounts being due.
- 14.3. The Service Provider shall cover itself with an appropriate insurance cover to manage the risk arising out of non-remittance of cash. A copy of the insurance policy taken by the Service Provider shall be made available to the Corporation.

## **15. Diligence towards equipment**

- 15.1. The Personnel at a Retail Sale Point shall be responsible for the equipment and furniture and fixtures at the Retail Sale Point. They shall be liable to hand over the equipment at the Retail Sale Point in good and working condition, save normal wear and tear.
- 15.2. In the event that the concerned Personnel do not hand over the equipment in good and working condition as per clause 15.1 above, the Service Provider shall be liable to remit such amounts as may be determined by the Corporation.
- 15.3. The Service Provider shall cover itself with an appropriate insurance cover to manage the risk arising out of damages to equipment. A copy of the insurance policy taken by the Service Provider shall be made available to the Corporation.

## **16. Security of the Retail Sale Point**

- 16.1. The Security Guard shall be responsible for the security of the Retail Sale Point, including the premises, stock of Liquor kept for sale, equipment, furniture and fixtures.
- 16.2. The Service Provider shall cover itself with an appropriate insurance cover to manage the risk arising out of damages to the Retail Sale Point, including the premises, stock of Liquor kept for sale, equipment, furniture and fixtures arising out of the lack of diligence of the Security Guard deployed therein .
- 16.3. A copy of the insurance policy taken by the Service Provider shall be made available to the Corporation.

## **17. Insurance cover for Retail Sale Points**

- 17.1. The Corporation shall take an appropriate insurance cover for the risks at Retail Sale Points due to any law, decree, regulation, order of any government authority, expropriation, confiscation, requisition, riot, war, hostilities, public disturbance, act of the public enemy, strike, lock-out or other labour disputes, fire, flood, earthquake, storm, explosion or an act of God.
- 17.2. If any doubt arises whether a particular risk has to be covered by the Corporation or the Service Provider, the decision of the Corporation shall be final and the Service Provider shall abide by such decision.

## **18. Remuneration to Personnel**

18.1. The remuneration payable to Personnel deployed shall be as under –

Retail In-Charge	Rs. 17,000 per month
Retail Assistant	Rs. 12,000 per month
Security guard	Rs. 10,000 per month

18.2. The remuneration so fixed shall be a lump sum amount, excluding statutory payments, like employer's contribution to provident fund, which shall be over and above the remuneration fixed.

18.3. For the sake of clarity, Tenderers are informed that employee's contribution to provident fund shall be a part of the remuneration so fixed.

18.4. The remuneration fixed shall not be revised by the Service Provider, without the express approval of the Corporation.

## **19. Payment to Personnel**

19.1. The Service Provider shall, before the 5th of a month, release payment to the Personnel deployed for the preceding month. Payment to the Personnel shall mean the lump sum remuneration as fixed by the Corporation as per clause 18.1 above less

- (a) Deduction towards employee's contribution to provident fund, to be remitted in accordance with law;
- (b) Any deduction towards absence from at the Retail Sale Point, as directed by the Corporation;
- (c) Any deduction towards damaged or lost stock of Liquor or cash not remitted to the Corporation; and
- (d) Any other deduction that may arise from time to time that the Corporation and the Service Provider may jointly determine.

19.2. Payment shall be made only through direct credit to the bank account of the deployed Personnel.

## **20. Remittance of statutory deductions**

- 20.1. The Service Provider shall, along with employer's contribution to provident fund and other amounts, remit the statutory deductions made from the remuneration of Personnel before the 8<sup>th</sup> of the month.
- 20.2. The Service Provider shall maintain details of statutory deductions remitted and shall make available records to the Corporation whenever so demanded by the Corporation.
- 20.3. The Service Provider shall be solely liable for non remittance of statutory deductions and shall at all times keep the Corporation indemnified in this regard.

## **21. Reimbursement of remuneration paid**

- 21.1. The Service Provider shall prepare an abstract of the payment made to Personnel for the month along with details of credit to bank accounts in such manner as required by the Corporation, attach necessary documents regarding remittance of statutory dues and along with such other documents as may be directed by the Corporation, submit his claim for reimbursement of the amounts paid.
- 21.2. The Corporation shall, as soon as it receives the claim as per clause 21.1 above, but not later than seven Working Days of the receipt of the claim, make payment to the Service Provider.
- 21.3. No deduction shall be made out of the amounts claimed as reimbursement by the Service Provider, except after informing the Service Provider and considering its reply, of any, against the proposed deduction.
- 21.4. Any dispute on the reimbursement claimed by the Service Provider and the reimbursement made by the Corporation shall be resolved through mutual discussion.

## **22. Payment of Service charge**

- 22.1. Service charges payable by the Corporation shall be exclusive of service taxes and other statutory levies, if any. Any variation in service tax and other statutory levies shall be to the account of the Corporation.
- 22.2. For the purposes of this clause, Income tax payable by the Service Provider shall not be construed to be a part of statutory levies.



- 22.3. The Service Provider shall raise an invoice for the service charges payable for a month, clearly indicating the service taxes and other statutory levies and the total amount payable. The invoice shall be accompanied by such documents as may be specified by the Corporation from time to time.
- 22.4. The invoice may be sent by email followed by a signed copy to be delivered to the designated authority as may be specified by the Corporation.
- 22.5. The Corporation shall, as soon as the invoice is received, but not later than seven Working Days from the date of receipt of the invoice, remit the total amount as indicated in the invoice to the bank account of the Service Provider, subject to statutory deductions and other deductions.
- 22.6. Any dispute arising with regards to payment of service charges shall be mutually resolved between the Parties.

**23. Revision in rates agreed**

- 23.1. No revision of the service charge agreed shall be allowed during the term of the Contract, except due to any variation in service tax and other statutory levies.

**Participation in the tender**

**24. Legal status of the Tenderers**

- 24.1. The legal status of the Tenderer shall be as prescribed in Annexure 3.

**25. Tenderers not to be ineligible**

- 25.1. Tenderers shall not be under a declaration of ineligibility for any reason whatsoever as issued by Government of India or any state government or any public sector undertaking of the Government of India or any state government.
- 25.2. A Tenderer shall affirm its eligibility to participate in the tender. The affirmation shall be as per Annexure 2 and shall be duly signed by the person submitting the tender.

**26. Block of Retail Sale Points**

- 26.1. The Retail Sale Points in a revenue division of the State shall be treated as a block. Thus, there would be five blocks of Retail Sale Points in the State.

26.2. Tenderers shall submit tenders for providing Manpower Services in all the five blocks in the State.

**27. Qualification criteria for Tenderers**

27.1. The qualification criteria for Tenderers are given in Annexure3.

27.2. Tenderers shall fill in particulars about fulfilling the qualification criteria in formats in Annexure 4, which shall be submitted as detailed in this tender document.

**Tender documents**

**28. Contents of the tender document**

28.1. This tender document includes:

- (a) Background to the invitation;
- (b) Instruction to Tenderers along with Annexures; and
- (c) Draft of the Contract.

**29. Clarification regarding tender documents**

29.1. Tenderers requiring any clarification regarding this tender document may notify the Corporation in writing through e-mail at the e-mail address indicated in this document before the pre-bid meeting. The Corporation will respond to all such clarification requests through email to all Tenderers.

**30. Amendments to tender documents**

30.1. At any time prior to the deadline for submission of tenders, the Corporation may, for any reason, whether at its own initiative or in response to a clarification requested by a Tenderer or as a result of the outcome of the pre bid meeting, modify this tender document through an amendment/corrigendum.

Provided that no such amendment shall be made to tender documents seven days after the pre-bid meeting.

30.2. All amendments to the tender document shall be uploaded in the website of the Corporation and shall be binding on the tenderers.

### **31. Pre bid meeting of Tenderers**

- 31.1 A pre-bid meeting of Tenderers would be held at the notified venue, date and time as displayed on website of the Corporation.
- 31.2 Tenderers may seek clarifications on the tender documents and other relevant matters. They may also suggest amendments to the tender documents. However, the Corporation would have absolute discretion on accepting or rejecting the suggestions made.

### **Preparation of tenders**

#### **32. Language of the tender**

- 32.1. The tender prepared and submitted by the Tenderer shall be in English.
- 32.2. Any correspondence relating to the tender between the Tenderer and the Corporation shall be in English language.
- 32.3. Supporting documents and printed literature furnished by the Tenderer may be in another language provided that they are accompanied by a certified translation of the relevant passages in English language in which case, for the purposes of interpretation of the tender, the translation shall govern. However, documents in Hindi need not be translated.

#### **33. Tender currency**

- 33.1. Prices quoted shall deemed to be in Indian Rupees only.

#### **34. Period of validity of tenders**

- 34.1. Unless declared to the contrary, the tender shall remain valid for a period of 60 days after the last date for submission of tender. Any tender valid for a shorter period shall be treated as non-responsive and rejected.
- 34.2. Under exceptional circumstances, the Corporation may solicit the consent of the Tenderer for an extension of the period of validity. The request and the responses thereto shall be made in writing.
- 34.3. A Tenderer may, by a communication through writing or email accept the request for extension of period of validity. In such a case, the earnest money deposit provided shall also be suitably extended.

- 34.4. A Tenderer accepting the request for extension of period of validity would not be permitted to modify its tender.
- 34.5. A Tenderer may decline to extend the validity of the tender and in such case, its tender would not be evaluated.
- 34.6. The earnest money deposit as per clause 35.1 of the Tenderer declining to extend the validity of the tender would not be liable for forfeiture.

**35. Earnest money deposit**

- 35.1. A Tenderer shall furnish, as part of its tender, a sum of Rs.100 lakhs (Rupees One hundred lakhs only) as earnest money deposit through a demand draft.
- 35.2. Any tender submitted without the earnest money deposit shall be treated as non-responsive and the price bid shall not be opened.
- 35.3. The earnest money deposit of unsuccessful Tenderers will be returned as soon as possible but not later than 30 days after the Selected Tenderer has signed the Contract.
- 35.4. The Earnest Money Deposit of the Selected Tenderer will be discharged upon the Selected Tenderer furnishing a performance guarantee as per this tender and signing the Contract.
- 35.5. The earnest money deposit may be forfeited, if the Tenderer
- (a) Withdraws its tender before 60 days after opening the price bid; or
  - (b) Does not accept the correction of errors proposed during preliminary examination of Price Bids.
- 35.6. The earnest money deposit may be forfeited in case the Selected Tenderer fails to
- (a) Furnish performance guarantee in accordance with this tender document within the specified time; or
  - (b) Sign the Contract as required in this tender document on or before the time limit prescribed in the letter of intent.

### **36. Technical Bid**

- 36.1. Except the Price Bid, all other particulars / documents submitted by the Tenderer shall form a part of the Technical Bid. As many Technical Bids shall be submitted as the number of blocks that the Tenderer desires to bid.
- 36.2. Without prejudice to the generality of the above, the following shall form a part of the Technical Bid to be submitted by the Tenderer.
- (a) The demand draft towards earnest money deposit;
  - (b) Letter of affirmation in a format as in Annexure 2;
  - (c) Particulars about fulfilling the qualification criteria, along with necessary enclosures, in a format as in Annexure 4;
  - (d) General information of the Tenderer in a format as in Annexure 5;
  - (e) Power of Attorney as per format in Annexure 6; and
  - (f) Any other document that the Tenderer desires to submit.
- 36.3. All the above shall be placed in an envelope and superscribed with the words *Envelope A – Tender for providing Manpower Services at the Retail Sale Points of the Corporation– Technical bid*, the name and address of the Tenderer clearly printed and sealed.
- 36.4. In the event that the Technical Bid envelope is not superscribed or is improperly superscribed, or is not sealed or improperly sealed, the Technical Bid shall not be opened.

### **37. Price Bid**

- 37.1. Prices for providing Manpower Services shall be quoted in per cent (up to two decimal points) of the remuneration payable to Personnel.
- 37.2. Prices for providing Manpower Services shall be quoted in a format as in Annexure 7. As many Price Bids shall be submitted as the number of blocks that the Tenderer desires to bid.
- 37.3. Tenderers shall quote the rate for providing Manpower Services, excluding service tax, duties and other statutory levies payable by them for receiving the Service charge.

- 37.4. For the sake of clarity, Tenderers are informed that remittances to be made by them as per clauses 8, 9 and 10 are not to be taken as statutory levies for the purposes of this clause.
- 37.5. Service tax, duties and other statutory levies applicable on the rate quoted as a per cent of remuneration payable as on the date of submission of the tender shall be indicated separately.
- 37.6. Any increase or decrease of taxes, duties, levies and other such payments shall be to the account of the Corporation.
- 37.7. Against every figure written in the table in Annexure 7, the figure shall also be written clearly in words.
- 37.8. In case of any discrepancy between the amount quoted in figures and words in the tender, the amount mentioned in the words will prevail.
- 37.9. The Price Bid shall be placed in an envelope and superscribed with the words *Envelope B – Tender for providing Manpower Services in the Retail Sale Point of the Corporation – Price Bid* the name and address of the Tenderer clearly printed and sealed.
- 37.10. In the event that the Price Bid envelope is not superscribed or is improperly superscribed, or is not sealed or improperly sealed, the Price Bid shall not be opened.

### **38. Signing of the tender**

- 38.1. The tender shall be typed or written in indelible ink and shall be signed by a person or persons duly authorised to bind the Tenderer to the Contract. The letter of authorisation shall be by a written power-of-attorney as per Annexure 6.
- 38.2. Tenders received without the signature of the person authorised to sign the tender shall be rejected.
- 38.3. All pages of the tender shall be initialed by the person or persons signing the tender and the seal of the Tenderer affixed thereon before submission.
- 38.4. Any interlineations, erasures or overwriting shall be initialed by the persons or persons signing the tender.

## **Submission of tenders**

### **39. Preparing the tender envelope**

- 39.1. Both envelopes A and B shall be placed in another envelope clearly superscribed with the words *Tender for providing ManpowerServices at the Retail Sale Point of the Corporation* ,and with the name and address of the Tenderer clearly written.
- 39.2. The tender envelope shall be sealed securely.
- 39.3. In the event that the tender envelope is not superscribed or is improperly superscribed, or is not sealed or improperly sealed, the tender shall not be opened.

### **40. Deadline for submission of tenders**

- 40.1. Tenders shall be submitted on or before the time and date specified in this document. In the event that the specified date for the submission of tenders is declared as a public holiday, tenders will be received up to the appointed time on the next Working Day.
- 40.2. The Corporation may, at its discretion, extend the deadline for submission of tenders by amending the tender document, in which case all rights and obligations of the Corporation and Tenderers previously subject to the deadline will thereafter be subject to the deadline as extended.

### **41. Submission of tenders**

- 41.1. Tenders may be submitted in person to the General Manager (Operations) of the Corporation at its registered office.
- 41.2. Tenders may also be sent by registered post or speed post or through courier to the General Manager (Operations) of the Corporation at its registered office. However, any tender envelope received after the deadline for submission of tenders on account of delay by the department of posts or the courier company shall not be opened.
- 41.3. Tenders shall not be submitted through email. Any tender submitted by email shall be deemed to be not submitted at all.

### **42. Late tenders**

42.1. After the deadline for receipt of tenders, no tender shall be accepted by the Corporation.

**43. Withdrawal of tenders**

43.1. No tender shall be withdrawn in the interval between the deadline for submission of tenders and the expiration of the period of validity of the tender specified by the Tenderer in its tender. Withdrawal of a tender during this interval shall result in the forfeiture of the earnest money deposit of the Tenderer.

**Opening of tenders**

**44. Opening of tenders by the Corporation**

44.1. In the event that the date specified for opening of tenders is declared a public holiday, tenders shall be opened at the appointed time and location on the next Working Day.

44.2. Representatives of Tenderers may be present at the time of opening of tenders. They shall sign a register evidencing their attendance.

**45. Technical Bids**

45.1. The Corporation shall first open the Technical Bid, evaluate it and announce the list of Tenderers whose Technical Bids have been accepted on the date and time specified in the tender schedule.

**46. Opening of Price Bids**

46.1. Price Bids of Tenderers whose Technical Bids have been accepted shall thereafter be opened and the prices offered by them shall be announced.

**Evaluation procedure**

**47. Substantially responsive tenders**

47.1. A tender shall be deemed to be substantially responsive if the Technical Bid and the Price Bid have been submitted as per the clauses of the ITT.

47.2. The Corporation shall have absolute discretion to either consider any tender that is not substantially responsive or reject the same.



**48. Seeking clarification on received bids**

48.1. During evaluation of tenders, the Corporation may, at its discretion, request the Tenderer for any clarifications of its tender. The request for clarification and the response shall be in writing and no change in prices or substance of the tender shall be sought, offered or permitted.

**49. Evaluation of Technical Bids**

49.1. The technical bid is liable for rejection, at the discretion of the Corporation, if –

- (a) The earnest money deposit has not been submitted or if submitted is inadequate or if the demand draft is *prima facie* defective; or
- (b) Any of the documents as required in ITT clause 36.2 have not been submitted or if submitted is defective for any reason whatsoever; or
- (c) The period of validity of the tender is not as specified in this tender document; or
- (d) The Tenderer does not satisfy any of the qualification conditions prescribed in this tender; or
- (e) The Corporation is of opinion that the Technical Bid is not capable of consideration for any other reason whatsoever.

**50. Preliminary examination of Price Bids**

50.1. The Corporation will examine the Price Bid to determine whether it is complete, whether any computational errors have been made, whether the documents have been properly signed, and whether the tenders are generally in order.

50.2. Price Bids that have not been signed as per the procedure prescribed in this tender document shall be rejected.

50.3. Conditional tenders or tenders containing conditions not stipulated in this tender document shall be rejected.

50.4. If the Tenderer does not accept the price as indicated by it in words as its bid, in terms of ITT clause 37.8, then its tender will be rejected and its earnest money deposit shall be forfeited.

50.5. The Corporation may at its discretion, waive any minor infirmity or non-conformity or irregularity in a tender which does not constitute a material deviation, provided

that such a waiver does not prejudice or affect the relative ranking of any other Tenderer.

**51. Evaluation of Price Bids**

- 51.1. The rate quoted in per cent of the remuneration payable to Personnel shall be the basis for evaluating Price Bids.
- 51.2. If Tenderers have adopted different rates of service tax, duties and other statutory levies, then the rate quoted in per cent shall be suitably normalized for evaluation.
- 51.3. The rate quoted as a per cent of the remuneration payable to Personnel suitably normalized as per clause 51.2 shall be the Evaluated Price of the Tenderer.
- 51.4. Tenderers shall then be ranked on the basis of the Evaluated Price.
- 51.5. The Tenderer whose Evaluated Price is the lowest, shall be declared as the Lowest Tenderer.

**52. Right to accept any tender or to reject any or all tenders**

- 52.1. The Corporation reserves the right to accept or reject any tender or tenders to annul the tendering process at any stage.

**Awarding of the contract**

**53. Notification of award**

- 53.1. Prior to the expiration of the period of validity of tenders, the Corporation will notify the Lowest Tenderer in writing by letter or by e- mail, to be confirmed in writing, that its tender has been accepted.
- 53.2. The Corporation may, if in its opinion it is expedient to do so, and subject to the next two lowest Tenderers accepting the rates as quoted by the Lowest Tenderer, notify the next two lowest Tenderers that they have been declared as the Additional Selected Tenderers.
- 53.3. If the Corporation notifies Additional Selected Tenderers as per clause 53.2 above, it shall avail Manpower Services from the Selected Tenderer and the Additional Selected Tenderers in such manner that the Service Charge to the Selected Tenderer and the two Additional Selected Tenderers shall be in the ratio of 5:3:2.

53.4. For the purposes of clause 53.3, the Corporation may allocate a whole block or a part of a block or any combination thereof to the Selected Tenderer and the Additional Selected Tenderers.

**54. Performance guarantee**

54.1. The Selected Tenderer shall furnish performance guarantee for a sum of Rs. 250 lakhs(Rupees Two hundred and Fifty lakhs only) in the form of a bank guarantee from any scheduled commercial bank, valid up to three months beyond the period of the Contract.

54.2. The format of the bank guarantee shall be as approved by the Corporation.

54.3. Any request for extension of time for providing the performance guarantee would not be entertained.

54.4. Failure of the Selected Tenderer to furnish performance guarantee to the satisfaction of the Corporation shall constitute sufficient grounds for the annulment of the award and forfeiture of the earnest money deposit.

54.5. In the event of annulment of the award, the Corporation may

(a) Subject to the next lowest Tenderer accepting the rates as quoted by the Lowest Tenderer, notify the next lowest Tenderer that it has been declared as the Selected Tenderer; or

(b) Invite new tenders.

**55. Signing of the contract**

55.1. The Selected Tenderer shall sign the Contract with the Corporation as per the format at Annexure 8, within the time stipulated in the Letter of award/intent.

55.2. Failure of the Selected Tenderer to sign the Contract within the stipulated time shall constitute sufficient grounds for the annulment of the award and forfeiture of the earnest money deposit.

55.3. In the event of annulment of the award, the Corporation may

(a) Subject to the next lowest Tenderer accepting the rates as quoted by the Lowest Tenderer, notify the next lowest Tenderer that it has been declared as the Selected Tenderer; or

- (b) Invite new tenders.

### **Miscellaneous**

#### **56. Commencement of services**

- 56.1. The Service Provider shall commence providing Manpower Services from such date as may be mentioned in the Contract.

#### **57. Contacting the Corporation**

- 57.1. Save for the circumstance indicated in ITT clause 29.1, no Tenderer shall contact the Corporation on any matter relating to its tender, from the last date for receipt of completed tender form till the notification of the award.
- 57.2. Any effort by a Tenderer to influence the Corporation in its decisions on tender evaluation, tender comparison or notification of the award may result in rejection of the tender of such Tenderer.

#### **58. Corrupt or Fraudulent Practices**

- 58.1. The Corporation requires that Tenderers observe the highest standard of ethics at the time of bidding and while providing Manpower Services to the Corporation. In pursuance of this policy, for the purposes of this clause,
- (i) "Corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of an official in the procurement process or in contract execution; and
- (ii) "Fraudulent practice" means a misrepresentation of facts in order to influence the procurement process or the execution of a contract to the detriment of the Corporation, and includes collusive practice among Tenderers (prior to or after tender submission) designed to establish tender prices at artificial non-competitive levels and to deprive the Corporation of the benefits of free and open competition.
- 58.2. The Corporation may reject the tender of the Lowest Tenderer/any other Tenderer, if it determines that the Tenderer has engaged in corrupt or fraudulent practices in competing for the contract in question.

58.3. The Corporation may withdraw the notification of award if it determines that the Selected Tenderer has engaged in corrupt or fraudulent practices in competing for the contract in question.

58.4. The Corporation may declare a Tenderer ineligible, either indefinitely or for a stated period of time, to be awarded a contract, if it at any time it determines that the Tenderer has engaged in corrupt or fraudulent practices in competing for the contract in question.

59. **Dispute resolution and litigation**

59.1. Any dispute regarding providing Manpower Services shall be resolved by mutual discussion.

59.2. Any dispute not resolved through mutual discussion shall be resolved in accordance with the Arbitration and Reconciliation Act, 1996.

59.3. Subject to the aforesaid, the Courts in Ranchi alone shall have jurisdiction in respect of any matter arising from or related to this tender or the Contract.

60. **Contract format**

60.1. The format of contract to be executed pursuant to ITT clause 54 by the Selected Tenderer is given in Annexure 8.

**Particulars of the candidate proposed by the Service Provider**

<b>Particulars required</b>	<b>Details</b>
Position	Retail In-Charge/Retail Assistant/Security guard
Name of the person	
Date of birth	
Address	
Address proof	Aadhar/Driving Licence/Bank statement/Voter identity card
Identity proof	Aadhar/PAN/Voter identity card/Driving Licence
Mobile number	
Email id, if any	
Per cent marks obtained in X	
Per cent marks obtained in XII	
Details of graduation	
Per cent marks in graduation	
Details of graduation	
Per cent marks in post-graduation	
Knowledge of computers	Working knowledge/Proficient
Details of computer courses attended, if any	
Prior experience in a mall, supermarket, FMCG retail outlets, etc. (Give name of the in a mall, supermarket, FMCG retail outlets, etc., with full address)	
Number of years of prior experience	
Reference (name and address)	
Compliance with Excise Rule 133 (b) and 134	

**Letter of affirmation**

(To be given in the letterhead of the Tenderer)

To

M/s.Jharkhand State Beverages Corporation Limited,  
Registered Office: T.A. Building, Near GolChakkar,  
Sector 3, Dhurva, Ranchi – 834 004.

Sir,

It is hereby affirmed that we, M/s. .... (name of the Tenderer to be filled in) have not been declared ineligible by Government of India or any state government or any public sector undertaking of the Government of India or any state government and are not ineligible to participate in the tender for providing Manpower Services invited by you vide no. ....dated .....

Yours sincerely,

Authorised signatory

**Qualification criteria for Tenderers**

- (a) The Tenderer may be a sole proprietorship/partnership firm or a consortium of sole proprietorships/partnership firms (not exceeding two sole proprietorships/partnership firms) or a company registered under the Companies Act, 1956 or Companies Act, 2103.
- (b) The Tenderer shall be carrying on the business of providing manpower services and shall have at least three years' experience, namely during the financial years 2013-14, 2014-15 and 2015-16.
- (c) The average annual turnover of the Tenderer for the last three financial years namely 2013-14, 2014-15 and 2015-16 shall be –  
  
Rs.10 crores in case the Tenderer is exclusively carrying on the business of providing manpower services  
  
Or  
  
In case providing manpower services is one of the businesses of the Tenderer, at least Rs.10crores of the turnover shall be due to providing manpower services.
- (d) Should have provided manpower services for at least two clients for the last three financial years namely 2013-14, 2014-15 and 2015-16 and the Tenderer should have made available at least 400 personnel per annum during this periods.
- (e) Should have a valid registration with statutory authorities like under Employees Provident Fund and Employees State Insurance Acts or any other labour authorities including under the Contract Labour (Regulation and Abolition) Act.



**Format for furnishing information on satisfying qualification criteria along with supporting documents**

To

M/s.Jharkhand State Beverages Corporation Limited,  
T.A. Building,  
Near GolChakkar,  
Sector 3, Dhurva, Ranchi – 834 004.

Sir,

We are herewith furnishing details on satisfying eligibility criteria along with supporting documents.

Sl. no.	Qualification Criteria	Supporting document required
1	The Tenderer may be a sole proprietorship/partnership firm or a consortium of sole proprietorships/partnership firms (not exceeding two sole proprietorships/partnership firms) or a company registered under the Companies Act, 1956 or Companies Act, 2103.	In case of a consortium – enclose a declaration to that effect.  In case of a company – enclose a self-attested copy of the Certificate of Incorporation of the company.  Enclosed/Not enclosed
2	The Tenderer shall be carrying on the business of providing Manpower Services and shall have at least three years' experience, namely during the financial years 2013-14, 2014-15 and 2015-16.	The Tenderer shall describe its business activity.  This document shall be signed as per ITT clause55.1.  Enclosed/Not enclosed

Sl. no.	Qualification Criteria	Supporting document required
3	<p>The average annual turnover of the Tenderer for the last three financial years namely 2013-14, 2014-15 and 2015-16 shall be –</p> <p>Rs. 10 crores in case the Tenderer is exclusively carrying on the business of providing manpower services</p> <p style="text-align: center;">Or</p> <p>In case providing manpower services is one of the businesses of the Tenderer, at least Rs. 10crores of the turnover shall be due to providing manpower services.</p>	<p>Enclose certified copies of audited financial accounts of the Tenderer (and consortium partner, wherever applicable) for the financial years 2013-14, 2014-15 and 2015-16.</p> <p style="text-align: center;">Or</p> <p>Enclose certified copies of audited financial accounts of the Tenderer (and consortium partner, wherever applicable) for the financial years 2013-14, 2014-15 and 2015-16 along with a certificate from the auditor certifying the turnover from manpower business for these years.</p> <p>Enclosed/Not enclosed</p>
4	<p>Should have provided manpower services for at least two clients for the last three financial years namely 2013-14, 2014-15 and 2015-16 and the Tenderer should have made available at least 400 personnel per annum during this periods.</p>	<p>Certified documents in support of past contracts for having provided at least 400 personnel per annum to be enclosed.</p> <p>Enclosed/Not enclosed</p>
5	<p>Should have a valid registration with statutory authorities like under Employees Provident Fund and Employees State Insurance Acts or any other labour authorities including under the Contract Labour (Regulation and Abolition) Act.</p>	<p>Attested copy of the Employee Provident Fund registration letter / certificate.</p> <p>Attested copy of the Labour License under the Contract Labour(Regulation &amp; Abolition) Act.</p> <p>Attested copy of the Employee State Insurance registration letter / certificate.</p>
6	<p>Registration with Income Tax and Service Tax departments.</p>	<p>Attested copy of PAN/GIR Card;</p> <p>Attested copy of Service Tax registration certificate in respect of Manpower Services</p>

Certified that, the above information furnished is true and correct to the best of our knowledge and belief.

Place:

Date:

Authorised signatory

**Format for furnishing general information about the Tenderer**

(To be given in the letterhead of the Tenderer)

To

M/s.Jharkhand State Beverages Corporation Limited,  
Registered Office: T.A. Building, Near GolChakkar,  
Sector 3, Dhurva, Ranchi – 834 004.

Sir,

We are herewith furnishing the following general information.

1	Name of the Tenderer	
2	Address for correspondence	
3	Name, address, telephone number and email of the contact person to whom all correspondence in respect of this tender should be sent	

Certified that, the above information furnished is true and correct to the best of our knowledge and belief.

Place:

Date:

Authorised signatory

**Power of Attorney for signing of Tender****(To be executed on a stamp paper of appropriate denomination)**

Know all men by these presents, We, \_\_\_\_\_ (name of the company and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorise Mr./ Ms (Name), son/daughter/wife of \_\_\_\_\_ and presently residing at \_\_\_\_\_, who is presently employed with us and holding the position of \_\_\_\_\_, as our true and lawful attorney (hereinafter referred to as the "Attorney") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our tender for providing Manpower Services at the depots of the Corporation, including but not limited to signing and submission of all applications, tenders and other documents and writings, participate in Tenderers' and other conferences and providing information / responses to the Corporation, representing us in all matters before the Corporation, signing and execution of all contracts including the agreement and undertakings consequent to acceptance of our tender, and generally dealing with the Corporation in all matters in connection with or relating to or arising out of our tender for providing the said services and/or upon award thereof to us and/or till the entering into of the agreement with the Corporation.

AND we hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE, \_\_\_\_\_, THE ABOVE NAMED PRINCIPAL  
HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS \_\_\_\_\_ DAY OF  
\_\_\_\_\_, 2015

For \_\_\_\_\_

(Signature)

(Name, Title and Address)

Witnesses:

(Signature)

(Name, Title and Address)

Accepted [Notarized]

(Signature)

(Name, Title and Address of the Attorney)

**Notes:** The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.

Also, wherever required, the Tenderer should submit for verification the extract of the charter documents and documents such as a resolution/power of attorney in favor of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Tenderer.

**Price Bid for providing Manpower Services  
(To be submitted in the letter head of the Tenderer)**

1. Rate quoted as per clause 37.2 of the ITT.

<b>Service charge as a percentage of remuneration to Personnel</b>	
<b>Per cent in figures</b>	<b>Per cent in words</b>

2. Details of taxes, duties and statutory levies that are applicable as on date are as under

<b>Nature of the levy</b>	<b>Per cent</b>
VAT	
Service tax	
Other levies (describe)	

Place:

Date:

Authorised Signatory

## Format of Contract to be executed pursuant to ITT clause 60

### AGREEMENT

THIS AGREEMENT is made on this \_\_\_\_ day of \_\_\_\_\_ 2017 at Ranchi between the Jharkhand State Beverages Corporation Limited, a company incorporated under the Companies Act, 1956 and having its registered office at T.A. Building, Near GolChakkar, Sector 3, Dhurva, Ranchi – 834 004, India (hereinafter referred to as “the Corporation”) which expression shall unless repugnant to the context thereof, include its successors and assigns of the **FIRST PART**;

AND

\_\_\_\_\_ having its office at \_\_\_\_\_ (hereinafter referred to as ‘**the Service Provider**’), which expression shall, unless repugnant to the context thereof, include its successors and permitted assigns of the **SECOND PART**;

Both the Corporation and the Service Provider shall wherever the context so requires, be referred to individually as ‘Party’ and jointly as ‘Parties’.

### WHEREAS

- i. The Corporation has been set up by the Government of Jharkhand in 2010 for the canalisation of liquor in the State.
- ii. The Corporation intendsto increase itsrevenue realised from transactions arising in the business of intoxicating liquors, thatisto say, the production, manufacture, import, export, transport, purchase and sale of intoxicating liquors;
- iii. Amongst others, the Corporation intends to achieve this through the direct sale of intoxicating liquors, rationalization of practices and procedures and other measures;



- iv. The Service Provider, in response to invitation of bids by the Corporation vide tender notice \_\_\_\_\_, *(Please give reference number and date of issue of tender notice)* submitted its bid for providing Manpower Services at the Retail Sale Points of the Corporation and the Service Provider have been declared as the Selected Tenderer in accordance with the process and terms of the aforesaid tender document.
- v. In terms of the provisions of the aforesaid tender document, the Selected Tenderer is required to enter into an agreement with the Company which the Parties hereby do.

NOW, THEREFORE, in consideration of the mutual agreements herein contained and other good and valuable consideration the receipt and sufficiency whereof is hereby acknowledged, the Parties hereto agree as follows:

**1. Definitions and interpretation**

- 1.1 In this Agreement, the following words and expression shall, except where the context otherwise requires, have the following meanings respectively:
- (i) *"Agreement"* shall mean this Agreement together with all its schedules, annexures and amendments from time to time.
  - (ii) *"Applicable Law"* means all applicable statutes, laws, ordinances, rules and regulations, including but not limited to, any license, permit or other governmental authorisation or restriction as in force in India as on the date of this Agreement or thereafter and in each case as amended;
  - (iii) *"Corporation"* shall mean Jharkhand State Beverages Corporation Limited.
  - (iv) *"Liquor"* shall mean Indian Made Foreign Spirit (IMFS), Beer, Country Liquor and Spiced Country Liquor.
  - (v) *"Manpower Services"* shall mean making available qualified and competent Personnel at the Retail Sale Points of the Corporation, for carrying out operations at the Retail Sale Point strictly in accordance with the policies and procedures of the Corporation.

- (vi) "*Personnel*" shall mean the Retail In-Charge, Retail Assistant and Security Guard referred to jointly.
- (vii) "*Retail Assistant*" shall mean the person assisting the Retail In-Charge in the functioning of the Retail Sale Point.
- (viii) "*Retail In-Charge*" shall mean the person who is responsible for the functioning of the Retail Sale Point.
- (ix) "*Retail Sale Point*" shall mean the shop from where sale of Liquor takes place.
- (x) "*Security Guard*" shall mean the person deployed for the safekeeping of the Retail Sale Point.
- (xi) "*Service Charge*" shall mean the consideration to be paid by the Corporation to the Service Provider as stated in the Schedule which is exclusive of service tax, duties and other statutory levies.
- (xii) "*State*" shall mean the state of Jharkhand.
- (xiii) "*Tender Document*" shall mean the tender document no. \_\_\_\_\_ in response to which the Service Provider offered its bid and was declared as the Selected Tenderer;
- (xiv) "*Working Day*" shall mean all the days when the Corporation is open for business.
- (xv) "*Working Hours*" shall mean the hours on a Working Day when the Corporation is open for business.

1.2 In this Agreement, unless the context otherwise requires:

- (i) Words of any gender are deemed to include the other gender;
- (ii) Words using the singular or plural number also include the plural or singular number, respectively;
- (iii) The terms "hereof", "herein", "hereby", "hereto" and any derivative or similar words refer to this entire Agreement;
- (iv) The terms "Section" "sub-section" and "Schedule" refer to a section, sub-section or schedule of this Agreement;
- (v) Headings, sub-headings and bold typeface are only for convenience and shall be ignored for the purposes of interpretation;

- (vi) Reference to any legislation or law or to any provision thereof shall include references to any such legislation or law as it may, after the date hereof, from time to time, be amended, supplemented or re-enacted, and any reference to a statutory provision shall include any subordinate legislation made from time to time under that provision;
- (vii) Any term or expression used, but not defined herein, shall have the same meaning assigned thereto in the Tender Document or under Applicable Law;
- (viii) References to the word “include” or “including” shall be construed without limitation;
- (ix) Schedules annexed to this Agreement form an integral part of this Agreement and shall be of full force and effect as though they were expressly set out in the body of the Agreement.

## **2. Manpower Services**

- 2.1 In consideration of the Service Charge as agreed herein to be paid to the Service Provider, the Service Provider agree to provide Manpower Services at the Retail Sale Points of the Corporation.
- 2.2 The Personnel made available by the Service Provider shall be responsible for all operations of the Retail Sale Point, including
  - (a) General upkeep of the Retail Sale Point, including maintaining the premises in a clean and hygienic condition;
  - (b) Periodic stock taking of Liquor at the Retail Sale Point as per the guidelines issued by the Corporation and reporting variances, if any;
  - (c) Supervising unloading of Liquor from the vehicle and its stacking at the Retail Sale Point;
  - (d) Segregating broken and damaged bottles and pouches of Liquor and stacking them separately;
  - (e) Managing sale of Liquor at the Retail Sale Point with due courtesy towards all customers;
  - (f) Taking steps to ensure that all brands of Liquor are available at the Retail Sale Point by continuously interacting with the depot and others;
  - (g) Safe keeping of the cash realized from the sale of Liquor and depositing the cash in the bank as per the instructions of the Corporation;

- (h) Safety of the Retail Sale Point, the stock of Liquor therein, conduct of business in an orderly manner, etc.; and
- (i) Carrying out such other activities as may be directed by the Corporation from time to time.

2.3 The deployed Personnel at a Retail Sale Point shall scrupulously adhere to the procedure prescribed by the Corporation, without any deviation.

### **3. Retail Sale Points where Manpower Services have to be provided**

3.1 Every Retail Sale Point shall be under the charge of a Retail In-Charge, who shall be assisted by Retail Assistants and Security Guards.

3.2 Manpower Services shall be provided at all Retail Sale Points in the State on all Working Days for the Working Hours at each Retail Sale Point.

3.3 The Corporation may, considering exigencies of circumstances, omit one or more Retail Sale Point where such services are being provided. Any such decision of the Corporation shall be binding on the Service Provider.

3.4 The Corporation may include additional Retail Sale Points where Manpower Services have to be provided. Any such decision of the Corporation shall be binding on the Service Provider at the same rates and terms and conditions as in the Contract.

### **4. Number of Personnel**

4.1 The Corporation estimates that at every Retail Sale Point one Retail In-Charge assisted by two Retail Assistants would be deployed for conducting business. However, depending on the volume of transactions at the Retail Sale Point, the number of Personnel may vary.

4.2 In addition to the above, every Retail Sale Point may have one or more Security Guards, whose number would be based on the security requirements of a Retail Sale Point, as assessed by the Corporation.

4.3 The Service Provider shall, in case additional manpower is required at a Retail Sale Point, deploy them without delay. In case the manpower at a Retail Sale Point has to be reduced, the Service Provide shall do so forthwith.

## **5. Proposing Personnel**

5.1 The Service Provider shall, in a transparent and fair manner, identify and propose candidates who in his opinion are suitable for being deployed at Retail Sale Points. No person not fulfilling the criteria as specified by the Corporation shall be proposed.

5.2 The Corporation shall consider the candidates proposed and after carrying out such verification as it deems necessary, prepare a list of deployable candidates.

5.3 The Corporation shall have complete discretion in deciding the suitability of a particular candidate to be included in the list of deployable candidates and the Service Provider shall abide by the directions so given.

## **6. Deployment of Personnel**

6.1 The Service Provider shall, from among the list of deployable candidates, deploy Personnel at various Retail Sale Points in the State.

6.2 The Corporation shall have complete discretion in deciding the Retail Sale Point where a particular candidate can be deployed and the Service Provider shall abide by the directions so given.

6.3 The Corporation shall, if it is expedient to do so, change the place of deployment of a person and the Service Provider shall abide by the directions so given.

6.4 The Corporation shall, if it is expedient to do so, cease the deployment of a person and the Service Provider shall abide by the directions so given.

## **7. Equipping the deployed Personnel**

- 7.1. The Service Provider shall, as advised by the Corporation on the specifications, provide at each Retail Sales Point a laptop and a printer to enable the deployed Personnel to effectively discharge their responsibilities.
- 7.2. The laptop and the printer shall be maintained by the Service Provider, with an appropriate service/maintenance contract with the supplier or the manufacturer. No disruption in the services rendered by the deployed Personnel on account of malfunctioning of the laptop or printer shall be acceptable to the Corporation.
- 7.3. Each Retail In-Charge shall be provided with a smart mobile phone. The Corporation would subscribe to a closed user group facility with a mobile service provider and shall defray the expenses towards such subscription. The Service Provider shall be responsible to ensure that the Retail In-Charge uses the mobile phone only for discharging his duties. The Service Provider shall be liable for any undesirable activity indulged in by the Retail In-Charge.

## **8. Diligence towards stock**

- 8.1. The Personnel at a Retail Sale Point shall be responsible for the stock of Liquor delivered for sale. They shall be liable to remit the maximum retail price of any stock damaged or lost to the Corporation within five days of such damage or loss being reported.
- 8.2. In the event that the concerned Personnel do not remit the amounts as per clause 8.1 above, the Service Provider shall remit such amounts within two days of the amounts being due.
- 8.3. The Service Provider shall cover itself with an appropriate insurance cover to manage the risk arising out of damaged or lost stock. A copy of the insurance policy taken by the Service Provider shall be made available to the Corporation.

## **9. Diligence towards cash**

- 9.1 The Personnel at a Retail Sale Point shall be responsible for the sale proceeds due to sale of Liquor at the Retail Sale Point. They shall hand over the cash realised during

the day to the person authorised by the Corporation to collect the same at the time specified.

9.2 In the event that the concerned Personnel do not remit cash as per the clause above, the Service Provider shall remit such amounts within two days of the amounts being due.

9.3 The Service Provider shall cover itself with an appropriate insurance cover to manage the risk arising out of non-remittance of cash. A copy of the insurance policy taken by the Service Provider shall be made available to the Corporation.

## **10. Diligence towards equipment**

10.1 The Personnel at a Retail Sale Point shall be responsible for the equipment and furniture and fixtures at the Retail Sale Point. They shall be liable to hand over the equipment at the Retail Sale Point in good and working condition, save normal wear and tear.

10.2 In the event that the concerned Personnel do not hand over the equipment in good and working condition as per clause 10.1 above, the Service Provider shall be liable to remit such amounts as may be determined by the Corporation.

10.3 The Service Provider shall cover itself with an appropriate insurance cover to manage the risk arising out of damages to equipment. A copy of the insurance policy taken by the Service Provider shall be made available to the Corporation.

## **11. Security of the Retail Sale Point**

11.1 The Security Guard shall be responsible for the security of the Retail Sale Point, including the premises, stock of Liquor kept for sale, equipment, furniture and fixtures.

11.2 The Service Provider shall cover itself with an appropriate insurance cover to manage the risk arising out of damages to the Retail Sale Point, including the premises, stock of Liquor kept for sale, equipment, furniture and fixtures arising out of the lack of diligence of the Security Guard deployed therein .

11.3 A copy of the insurance policy taken by the Service Provider shall be made available to the Corporation.

## **12. Insurance cover for Retail Sale Points**

- 12.1 The Corporation shall take an appropriate insurance cover for the risks at Retail Sale Points due to any law, decree, regulation, order of any government authority, expropriation, confiscation, requisition, riot, war, hostilities, public disturbance, act of the public enemy, strike, lock-out or other labour disputes, fire, flood, earthquake, storm, explosion or an act of God.
- 12.2 If any doubt arises whether a particular risk has to be covered by the Corporation or the Service Provider, the decision of the Corporation shall be final and the Service Provider shall abide by such decision.

## **13. Remuneration to Personnel**

- 13.1 The Corporation shall, considering the qualifications, experience and other factors, fix the remuneration payable to the Personnel deployed and duly inform the Service Provider.
- 13.2 The remuneration so fixed shall be a lump sum amount, including employee's contribution to provident fund, but excluding statutory payments, like employer's contribution to provident fund, which shall be over and above the remuneration fixed.
- 13.3 The remuneration fixed shall not be revised by the Service Provider, without the express approval of the Corporation.

## **14. Payment to Personnel**

- 14.1 The Service Provider shall, before the 5th of a month, release payment to the Personnel deployed for the preceding month. Payment to the Personnel shall mean the lump sum remuneration as fixed by the Corporation as per clause above less
- (a) Deduction towards employee's contribution to provident fund, to be remitted in accordance with law;
  - (b) Any deduction towards absence from at the Retail Sale Point, as directed by the Corporation;



- (c) Any deduction towards damaged or lost stock of Liquor or cash not remitted to the Corporation; and
- (d) Any other deduction that may arise from time to time that the Corporation and the Service Provider may jointly determine.

14.2 Payment shall be made only through direct credit to the bank account of the deployed Personnel.

**15. Remittance of statutory deductions**

15.1 The Service Provider shall, along with employer's contribution to provident fund and other amounts, remit the statutory deductions made from the remuneration of Personnel before the 8th of the month.

15.2 The Service Provider shall maintain details of statutory deductions remitted and shall make available records to the Corporation whenever so demanded by the Corporation.

15.3 The Service Provider shall be solely liable for non-remittance of statutory deductions and shall at all times keep the Corporation indemnified in this regard.

**16. Reimbursement of remuneration paid**

16.1 The Service Provider shall prepare an abstract of the payment made to Personnel for the month along with details of credit to bank accounts in such manner as required by the Corporation, attach necessary documents regarding remittance of statutory dues and along with such other documents as may be directed by the Corporation, submit his claim for reimbursement of the amounts paid.

16.2 The Corporation shall, as soon as it receives the claim as per clause 16.1 above, but not later than seven Working Days of the receipt of the claim, make payment to the Service Provider.

16.3 No deduction shall be made out of the amounts claimed as reimbursement by the Service Provider, except after informing the Service Provider and considering its reply, of any, against the proposed deduction.

16.4 Any dispute on the reimbursement claimed by the Service Provider and the reimbursement made by the Corporation shall be resolved through mutual discussion.

## **17. Consideration**

17.1 In consideration of Manpower Services to be provided by the Service Provider, the Corporation shall pay to the Service Provider, Service Charge as detailed in the Schedule.

17.2 The Service Charge under this Agreement shall be exclusive of service taxes, duties and other statutory levies, if any. Any variation in service tax and other statutory levies shall be to the account of the Corporation.

17.3 The Service Charge shall not be increased or decreased for any increase or decrease in the rates of Income Tax or TDS.

17.4 In the event that the Corporation adds any Retail Sale Point in accordance with this Agreement, the Service Provider shall be paid the same Service Charge as in the Schedule.

## **18. Revision in Service Charge**

18.1 No change in the Service Charge agreed to shall be allowed during the term of the Agreement.

## **19. Payment procedure**

19.1 The Service Provider shall raise an invoice for the Service Charges payable for a month, clearly indicating the service taxes and other statutory levies and the total amount payable. The invoice shall be accompanied by such documents as may be specified by the Corporation from time to time.

19.2 The Corporation shall, as soon as the invoice is received, but not later than seven Working Days from the date of receipt of the invoice, remit the total amount as indicated in the invoice to the bank account of the Service Provider, subject to statutory deductions and other deductions.

19.3 Any dispute arising with regards to payment of service charges shall be mutually resolved between the Parties.

## **20. Standard of Manpower Services**

20.1 The Service Provider shall exercise due care in providing Manpower Services and shall conduct itself in a professional manner without malafide and arbitrariness.

## **21. Term**

21.1 The Agreement shall come into force from the first day of August 2017 and shall remain in force and binding on the Parties for a period of one year from the above date of this Agreement as written on the top of this Agreement unless extended as provided herein.

21.2 The Corporation may, within three months before the expiry of the above period, at its sole discretion request the Service Provider for an extension of the term of the Agreement by another year with same terms and conditions as contained herein which shall be binding on the Service Provider. In the event of extension of the Agreement, the Service Provider shall extend all securities given, including bank guarantee/s according to such extension.

21.3 This Agreement may be terminated during its currency if both the Parties mutually agree in writing to terminate this Agreement.

21.4 The Corporation may, at its sole discretion terminate this Agreement by giving seven days' notice in writing to the Service Provider in the event of :-

- (a) Unsatisfactory performance or poor quality of service provided by the Service Provider and if the performance of the Service Provider is not improved despite ten days' notice in writing by the Corporation;
- (b) Failure to provide Manpower Services for any Working Day at any Retail Sale Point and if such failure occurs more than once during a continuous period of six months;
- (c) Any information as submitted by the Service Provider at the time offering its bid in response to the tender document is found to be incorrect or false;
- (d) An event of Force Majeure has occurred and cannot be remedied by either party within a period of 15 days after its occurrence ;

(e) A petition for insolvency is filed against the Service Provider or liquidation proceedings have been initiated against the Service Provider or, if a Court Receiver is appointed as receiver of all/any of the properties of the Service Provider.

21.5 Notwithstanding anything to the contrary contained herein, in the event of breach or default of any of the terms and conditions committed by either Party and such breaching Party fails to rectify the breach within 10 days, this Agreement may be terminated by the aggrieved/non breaching Party by giving a notice of 15 days.

21.6 The expiry or earlier determination, howsoever occasioned, of this Agreement shall not affect any right/s and liability/ies accrued till the date of expiry or such determination.

## **22. Force Majeure**

22.1 Notwithstanding anything contained in this Agreement, neither Party shall be liable for any delay in performing its obligations hereunder if and to the extent that such delay is the result of an event of Force Majeure. For purposes of this clause, "Force Majeure" means and includes wars, insurrections, revolution, fires, floods, epidemic, quarantine restrictions, declared general strikes in relevant industries, act of God, act of the Government of India and the State Government and such other acts or events beyond the control of the defaulting or delaying Party, intervening after the formation of the Agreement and impeding its reasonable performance.

## **23. General Covenants**

23.1 This Agreement is on a principal to principal basis and does not create and shall not be deemed to create any employer-employee or a principal-agent relationship between the Corporation and the Service Provider and/or its personnel/representatives. The Service Provider and/or its personnel/representatives shall not be entitled to, by act, word, deed or otherwise make any statement on behalf of the Corporation or in any manner bind the Corporation or hold out or represent that the Service Provider are acting as an agent of the Corporation.

23.2 Neither Party shall assign or otherwise transfer the Agreement or any of its rights and obligations there under whether in whole or in part without the prior written consent of the other.

- 23.3 Unless otherwise stated expressly, this Agreement may be modified only by an instrument in writing duly executed by both the Parties.
- 23.4 No failure on the part of either Party hereto to exercise, and no delay on its part in exercising, any right or remedy under this Agreement will operate as a waiver thereof nor will any single or partial exercise of any right or remedy preclude any other or further exercise thereof or the exercise of any other right or remedy, and the same shall not affect in any manner the effectiveness of any of the provisions of this Agreement.
- 23.5 If any term, clause or provision of this Agreement shall be judged to be invalid for any reason whatsoever, such invalidity shall not affect the validity or operation of any other term, clause or provision of this Agreement unless the invalidity of such term, clause or provision of the Agreement is such that it renders the very purpose of this agreement void in which case the entire agreement shall terminate.
- 23.6 All notices relating to this Agreement will be sent by registered post/speed post or delivered in person to the addresses specified at the beginning of this Agreement or to such other addresses as may be notified in writing by either Party to the other. Notices will be deemed to have been received on proof of delivery or 4 days after being sent by registered post if earlier.

## **24. Disputes**

- 24.1 The Service Provider and the Corporation shall make every effort to resolve amicably by direct informal negotiations any disagreement or dispute arising between them under or in connection with the Agreement.
- 24.2 All disputes, differences or questions arising out of the Agreement including the interpretation of the terms herein or in regard to the obligations, failure or breach of any terms thereof by any of the Parties and/or compensation/damages payable under the Agreement or of any matter whatsoever arising under the agreement which have not been settled in shall be settled in accordance with clause 24.3.
- 24.3 In the event that any dispute is not settled through mutual discussion/consultation as above, such dispute shall be referred to arbitration under the provisions of the Arbitration and Conciliation Act, 1996 or any statutory modification/amendment thereof to a sole arbitrator to be appointed by the Parties through mutual consent or by an order of the High Court. The decision or award given by the sole arbitrator

shall be final and binding on the Parties hereto. Such arbitration shall be conducted in English language. The venue of arbitration shall be Ranchi and all matters arising out of such arbitration shall be subject to the exclusive jurisdiction of courts in Ranchi only.

**25. Governing law**

25.1 This Agreement shall be construed and enforced in accordance with the laws of India and both parties agree to submit to the competent courts in Ranchi.

25.2 This Agreement may be executed in two counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. At the trial of any matter arising under this Agreement, only one counterpart need to be produced.

**26. Representation**

26.1 The Service Provider represent that all the information submitted in the bid in response to the Tender Notice are correct and true

26.2 Each Party represent that it is competent to sign and execute the Agreement through their authorised representative/s.

**In witness whereof the Parties hereto have signed this Agreement through their respective authorized representatives in the presence of witnesses on the date and place as stated first in this Agreement.**

**Signed and delivered by \_\_\_\_\_, the Service Provider by its authorised representative**

**By: \_\_\_\_\_**

**Name:**

**Title:**

**Signed and delivered by Jharkhand State Beverages Corporation Limited,**

**by its authorised representative**

**By:** \_\_\_\_\_

**Name:**

**Title:**

**Witnesses:**

1.

2.

**(With names and addresses)**

**SCHEDULE A**  
**(Details of Service Charge)**