JHRKHAND STATE BEVERAGES CORPORATION LTD. RANCHI
(A GOVT. OF JHARKHAND UNDERTAKING)
Corporate Identification No :-U51228JH2010SGC014519, TIN No – 20520108277
Utpad Bhawan, Ground Floor, Near New Police Station, Kanke Road, Ranchi - 834008
E-mail :- jsbcl.jharkhand@gmail.com

E-Tender Notice No :- JSBCL/ **Date- 16.02.2023**

NOTICE INVITING E-TENDER

E-TENDER FOR EMPANELMENT OF PLACEMENT AGENCY

E- Tenders are invited for empanelment of placement agency for supply of manpower for retail vending shops of JSBCL in the designated zones within the state of Jharkhand through e-tender process. Detailed tender document is available at https://jharkhandtenders.gov.in & http://jsbcl.in Interested companies/firms/parties may visit the website for more details.

Important dates

S.N.	Particulars	Date	Time
1	Date of Uploading of tender document on website.	16/02/2023	
2	Starting Date for submission of E-Tender	17/02/2023	
3	Date of Pre Bid	24/02/2023	
4	Last date/closing date for submission of E-Tender	09/03/2023	04:00 P.M.
5	Last date for submission of document (Hard copy) in the JSBCL office.	09/03/2023	06:00 P.M.
6	Online opening of Technical Bid.	13/03/2023	04:00 P.M.

Note :-

1) For details of tender terms & conditions please visit website https://jharkhandtenders.gov.in & http://jsbcl.in from the dates mentioned above.

2) Bidders has to submit their bids online through https://jharkhandtenders.gov.in and physical copy of the same is to be submitted in JSBCL (HQ) at Ranchi.

Managing Director,
Jharkhand State Beverages Corporation Ltd.
Jharkhand, Ranchi

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Price Rs.-10, 000.00

TENDER FOR EMPANELMENT OF PLACEMENT AGENCY

TABLE OF CONTENTS

Section No.	SUBJECT	PAGE NUMBER
I	NOTICE INVITING TENDER	3
II	BID FORM	4
III	TENDERER'S PROFILE	5
IV	INSTRUCTIONS TO BIDDERS	6-16
V	DECLARATION	17
VI	GENERAL TERMS AND CONDITIONS	18-23
VII	SPECIAL CONDITIONS OF CONTRACT	24-30
VIII	SCOPE & SPECIFICATION OF WORK	31-32
IX	FORMAT OF AGREEMENT	33-35
X	LETTER OF AUTHORIZATION FOR ATTENDING BID OPENING	36
XI	PRE CONTRACT INTEGRITY PACT	37-42
XII	PRICE SCHEDULE	43
XIII	DETAILS OF SHOPS AND MANPOWER REQUIRED	44
XIV	RETAIL RULES 2022	45-61

SECTION– I
Notice Inviting Tender

E-T. No.: JSBCL/Tender/2021-22/ **Dated:**

1. E- Tenders are invited for empanelment of placement agency for supply of manpower for retail vending shops of JSBCL in the designated 10 zones within the state of Jharkhand through e-tender process.
2. The Tenderer has to offer for empanelment as per designated zone which consist of districts as per table below. The district wise shop number is detailed in section XIII.

S.No	Zone Details	Shop	Cost OF Tender	EMD @3%of Cost	Security Deposit in the form of Bank guarantee(Based on Excise Revenue MGR of the zone)
1	Zone-1 (Ranchi)	180	9,55,37,232	28,66,117	8,24,81,674
2	Zone-2 (East Singhbhum)	110	5,83,83,864	17,51,516	5,49,00,521
3	Zone-3 (Ramgarh, Bokaro)	126	6,68,76,062	20,06,282	4,48,86,106
4	Zone-4 (Dhanbad)	140	7,43,06,736	22,29,202	5,02,07,576
5	Zone-5 (Gumla, Khunti, Lohardaga, Simdega)	76	4,13,99,467	12,41,984	2,05,05,720
6	Zone-6(Palamu, Garwah, Latehar)	177	9,39,44,945	28,18,348	4,12,16,937
7	Zone-7 (Pakur,Sahabganj,Dumka,Godda,Jamtara)	266	14,11,82,798	42,35,484	4,76,91,328
8	Zone-8 (Giridih,Deoghar)	190	10,08,44,856	30,25,346	4,71,72,903
9	Zone-9 (Saraikela Kharsawan, West Singhbhum)	124	6,58,14,538	19,74,436	3,74,01,995
10	Zone-10 (Hazaribagh, Koderma,Chatra)	175	9,28,83,420	27,86,503	5,35,35,241
	Total	**1564**	**83,11,73,918**	**2,49,35,218**	**48,00,00,000**

3. The Zone for which applying should be mentioned in the Bid form (section-II).
4. The tender document can be downloaded from http://www.jharkhandtenders.gov.in/ & JSBCL website http://www.jsbcl.in/ . The cost of tender document is Rs. 10,000/- (Rupees Ten thousand only). A Demand Draft of Rs. 10,000/- drawn from any Nationalized/Scheduled Bank in favor of Jharkhand State Beverages Corporation Limited, payable at Ranchi should be submitted along with tender as cost of tender document enclosed with tender document in a separate envelope.
5. The tenders received after the due date and stipulated time due to any reason whatsoever including postal delay will not be considered.
6. The Managing Director, JSBCL, Ranchi, Jharkhand reserves the right to accept or reject any or all tenders without assigning any reason.
7. The tender document can be viewed at http://www.jharkhandtenders.gov.in/ & JSBCL Website http://www.jsbcl.in.

Place : Ranchi, Jharkhand
Date :

Managing Director,
JSBCL
Ranchi, Jharkhand

SECTION – II
Bid Form

Tender No: -

To,

The Managing Director,
JSBCL,
RANCHI (JHARKHAND)

Dear Sir/Ma'am,

1. Having examined the conditions of contract and specifications including addenda the receipt of which is hereby duly acknowledged, we, undersigned, offer to execute the work of supply of manpower to JSBCL in conformity with the said conditions of contract and specifications as may be ascertained in accordance with the schedule of work and schedule of prices I hereby submit bid for Zone/Zones_____ for empanelment.
2. We undertake, if our Bid is accepted, to complete the services specified in the contract, within specified period from the date of issue of respective work order.
3. We agree to abide by this Bid for a period of 240 days from the date fixed for Bid opening and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
4. Until a formal agreement is prepared and executed, this Bid together with your written acceptance thereof in your notification of award shall constitute a binding contract between us.
5. Bid submitted by us is properly sealed and prepared so as to prevent any subsequent alteration and replacement.
6. We understand that you are not bound to accept the lowest or any bid, you may receive.

Dated this _____ day of _____**2022.**

Name and Signature _____

In the capacity of _____

Duly authorized to sign the bid for and on behalf

of _____

Witness _____

Address _____

Signature _____

SECTION – III
Tenderer's Profile

SUPPLY OF MANPOWER TO JSBCL.

1. Name of the Tenderer/ Firm _____

2. Name of the person submitting the tender whose photograph is affixed
   Shri / Smt._____
   (In case of Proprietary/ Partnership firms, the tender has to be signed by Proprietor/ Partner only, as the case may be)

3. Address of the firm_____
   _____
4. Telegraphic Address_____
   _____

5.Tel no. (With STD code)
O)_____(Fax)_____(R)_____(M)_____

6. Registration & particulars of the firm:
   (i) Proprietorship
   (ii) Partnership
   (iii) Private Limited
   (iv) Public Limited

(Please attach attested copies of documents of registration / with Corporation of your firm with the competent authority as required by business law)

7. Name of Proprietor / Partners / Directors _____
   _____

8. Any other information/ documents, which may help in assessing tenderer's abilities

9. Tenderer's bank, its address and account number _____
   _____

10. Permanent Account Number of Income Tax Circle _____
    _____

11. Registration with EPF authorities:-EPF Code No_____
    (Attach copy)
12. Registration with ESI authorities: -ESICodeNo _____
    (Attach copy)

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

Place: Signature
Date:

SECTION – IV
INSTRUCTIONS TO BIDDERS

A. INTRODUCTION:

1. DEFINITIONS

a) **The Managing Director** means the Managing Director, JSBCL, Ranchi, Jharkhand as defined and its successors.

b) **OFFICER-IN-CHARGE**: The Officer-in-charge means, the in charge of the works at any time meaning thereby District Excise Officer/ District Manager or who shall sign the CONTRACT on behalf of the Managing Director.

c) **CONTRACT**: The term contract means the documents forming the tender and acceptance thereof and the formal agreement executed between Managing Director and the Placement Agency together with the documents referred to therein including the conditions of Contract, the specifications, designs, drawings and instructions issued from time to time by the Officer-in-charge and all these documents taken together shall be deemed to form one contract and shall be complimentary to one another.

d) **PLACEMENT AGENCY**: The Placement Agency shall mean the individual, firm or company, undertaking the works and shall include the legal personal representative of such individual or the persons composing such firm or company and the permitted assignees of such individual, firm or company.

e) **WORK**: The expression work/ works shall unless be something either in the subject or context repugnant to such works be construed and taken to mean the works by or by virtue of the Contract contracted to be executed whether temporary or permanent and whether original, altered, substituted or additional.

f) **Schedule(s):** Schedule(s) referred to in these conditions shall mean the relevant schedule(s) or the standard schedule of rates mentioned in the document.

g) **SITE**: The site shall mean the Corporation establishments through which work is to be executed under the Contract.

h) **Normal time or stipulated time:** Normal time or stipulated time means time specified in the work order to complete the work.

i) **Duration of completion of work:** The duration of completion of work or completion time shall be time specified in the work order.

j) **Excepted risk :** Excepted risk are risks due to war (whether declared or not), invasion, act of foreign enemies, hostilities, civil war, rebellion, revolution, insurrection, military or usurped power, any acts of Government damages from aircraft, acts of God, such as earthquake, lightening and unprecedented floods and other causes over which, the Placement Agency has no control and the same having been accepted as such, by the Accepting Authority or causes solely due to use or occupation by the government of the part of the work, in respect of which a certificate of completion has been issued.

k) **Zone**: Zone is the group of District (1 or more) which are formed on the basis of Liquor consumption in those area in previous financial years. State is divided and designated in 10 Zones and contract will be executed for the individual Zone as per the due process.

l) **Minimum Guaranteed Revenue (MGR):** Minimum Guaranteed Revenue means the Excise Duty Target which are fixed by Excise and Prohibition Department of Jharkhand as per Retail Policy 2022. MGR target achievement responsibility lies with Placement Agency for that designated Zone.

m) **Cost of Tender:** The cost of tender is the total amount to be paid to Placement Agency for a year for supply of manpower in entire designated zone, which includes wages to manpower deployed, EPF/ESIC contribution, Agency margin & other taxes as applicable.

n) **Security Deposit:** The Security Deposit is the amount in the form of Bank Guarantee kept by corporation (JSBCL) for a clause where if the Placement Agency fail to achieve Targeted monthly MGR, then the short fall is to be recovered / adjusted with the Bank Guarantee. The calculation of zone wise security deposit has been done by Excise & Prohibition Department as per Retail Policy-2022.

2. **ELIGIBILITY CRITERIA FOR BIDDER:**

The following documents must be submitted along with tender document, any tenderer submitting bid without documents those specified below, is liable to be summarily rejected:

2.1. Bidder must be a firm/ agency/ company that should be registered with appropriate authorities and Self Attested copy of registration may be attached.

2.2. Bidder must have GST registration certificate issued by competent authority.

2.3. Bidder should have EPF and ESI registration with competent authority. Also minimum average 1000 employees EPF deposit should have been done in six months i.e. from 01/07/2021 to 31/12/2021 which will be verified from EPF organization website of Government of India.

2.4. Bidder should have valid Labour License as per Contract Labour (Regulation and Abolition) Act, 1970.

2.5. Bidder should have experience certificate of Retail sale/ Wholesale in any Government Organisation/Government owned Public Sector undertaking of value Rs 4 (Four) Crores for more than two year during the last three financial years from the date of NIT in PSU's /Government Department (Central/State)/ Registered Companies under Companies Act for deploying manpower. The certificate should be issued by the officer not lower than the rank of Divisional Engineer/Branch Manager/Executive Engineer/Under Secretary or equivalent or above.

2.6. Bidder should have average annual turnover of Placement/Manpower work of at least Rs 50 (Fifty) Crores in last 3 consecutive financial years. A certificate from CA should be enclosed.

2.7. CA certified Balance sheet should be enclosed for last three consecutive Financial Years.

2.8. Bidder should have previous three financial year's income tax return certificates.

2.9. Bidder should have experience of supply of minimum 400 manpower for sale of FMCG goods (defined in Wikipedia)/Consumer support services of any kind.

2.10. Bidder should have bank solvency certificate of at least Rs. 4 Crores.

2.11. Certificate of "No near relative" of the bidder firm to be executed on Rs.20/- Stamp paper & Self Attested by Public Notary/Executive Magistrate by the bidder.

2.12. Certificate of "BLACKLISTING & NON- BLACKLISTING "of bidder firm/company to be executed on Rs.20/- Stamp paper & attested by Public Notary/Executive Magistrate by the bidder.

2.13. Declaration towards Non–tampering of tender document.

2.14. Self-Attested copy of Partnership Deed or proprietorship deed / Memorandum of Association / Articles as applicable.

2.15. All the tender document pages are sealed and signed. Original "Power of Attorney" in case person other than the tenderer has signed the tender documents.

Note:

- **Due to any breach of these conditions by the company or firm or any other person the tender will be cancelled and Bid security will be forfeited at any stage whenever it is noticed and Managing Director will not pay any damage to the company or firm or the concerned person.**
- **The Bidders can form Joint Venture/Consortium. Following Bidder has to fulfill minimum 20% of the eligible criteria. The lead Bidder and following Bidder will be responsible for successful execution of work and agreement with JSBCL in minimum ratio of 80:20. The Joint Venture/Consortium will have to declare the lead Bidder.**

B. **THE BID DOCUMENTS**

3. The works to be carried out, bidding procedures and contract terms are prescribed in the Bid Documents. The Bid Documents include:

3.1. **QUALIFYING BID DOCUMENT**

I. Notice Inviting Tender
II. Bid Form
III. Tenderer's Profile
IV. Instructions to Bidders
V. Declaration
VI. General (Commercial) condition of the contract
VII. Special Condition of the Contract
VIII. Scope & Specification of the Work
IX. Format of Agreement
X. Letter of Authorization for attending Bid-opening
XI. List of document to be submitted along with qualifying bid

3.2. Price Schedule

The empaneled agency will be paid as per Price Quoted by Bidder declared H1

4 **QUERIES ON BID DOCUMENTS:**

A prospective bidder, requiring any clarification of the Bid Documents shall notify Managing Director in writing or by fax at the mailing address indicated in the invitation for Bids. Managing Director shall respond in writing to any request for clarification of the Bid Documents, which it receives not later than 7 days prior to the date for the opening of the bids. Copies of the query (without identifying the source) and the clarifications by Managing Director shall be sent to all the prospective bidders who have purchased the bid documents and all such clarifications issued by Managing Director will form part of the bid document.

5. **AMENDMENT OF BID DOCUMENTS:**

5.1 At any time, prior to the date for submission of bids, the Corporation may, for any reason whether suo-moto or in response to a clarification requested by a prospective Bidder, modify the bid documents by amendments.

5.2 The amendments shall be notified in writing or by telex or FAX to all prospective bidders on the address intimated at the time of purchase of bid document from the department and these amendments will be binding on them.

5.3 In order to afford prospective bidders reasonable time to take the amendments into account in preparing their bids, the Corporation may, at its discretion, extend the deadline for the submission/opening of bids suitably.

C. **PREPARATION OF BIDS:**

6. **Cost of Bidding:**

The bidder shall bear all costs associated with the preparation and submission of the bid. Managing Director, will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

7. **Documents establishing Bidder's eligibility and qualifications:**

The bidder shall furnish, attested copies of all the documents establishing the bidder's eligibility along with the following documents:

(i) Tender Cost of Rs 10,000/-

(ii) Bid Security (EMD) in accordance to Clause No. 8

(iii) Qualifying Bid document in original, duly filled in and signed by tenderer or its authorized representative along with seal on each page. All corrections and overwriting must be initialed with date by the tenderer or its authorized representative.

(iv) Attested copy of registration of the firm with Registrar of Firms and / or welfare labour commission officer if applicable and sufficient labour forces to carry out the supply of Manpower for Corporation & establishments in various districts under the jurisdiction of Managing Director, Jharkhand.

(v) Bid Form, duly filled.

(vi) Tenderer's profile duly filled in as per the tender document.

Note: **Due to any breach of these conditions by the company or firm or any other person the tender will be cancelled and Bid security will be forfeited at any stage whenever it is noticed and Managing Director will not pay any damage to the company or firm or the concerned person.**

8. **Bid security:**

8.1 EARNEST MONEY DEPOSIT (EMD) amount as mentioned in Notice Inviting Tender should accompany the tender in the form of a drawn from any Nationalized/Scheduled bank in favor of the Jharkhand State Beverages Corporation Limited, payable at Ranchi. Any tender which is not accompanied by Earnest Money, will be rejected at the time of opening of the tender. Payment of Earnest Money by Cheque or any other form except by Demand Draft will not be acceptable. No interest will be paid on the Earnest Money Deposit.

8.2. SECURITY DEPOSIT (SD) as per the annexure in Section I in the form of Bank Guarantee for a period of not less than 3 (Three) years. The security deposit will be refunded after 6 months after satisfactory completion of work at the end of the tender period as the case may be and after deducting the dues/Penalty from the supplier if any. No interest to be paid by the purchaser on the security deposit. In case of premature termination of contract the SD will be refunded after six months from the date of termination after deducting the dues/Penalty from the supplier if any.

8.3. The Earnest Money Deposit of the successful tenderer will be adjusted in the Security Deposit.

8.4. The Security Deposit (SD) shall stand forfeited, appropriately adjusted in full in the event of: Any act of breach of trust.

8.5. In case the Tenderer, whose tender is accepted, fails to deposit the Bank Guarantee towards Security Deposit and execute the agreement as required by the Corporation within 15 days of the acceptance of the tender, its tender will be rejected outright and the Earnest Money Deposit will be forfeited to the Corporation. The Earnest Money Deposit of the unsuccessful Tenderers will be returned to them. No interest will be paid on the Earnest Money Deposit remitted by the unsuccessful Tenderers.

8.6 A bid not secured in accordance with para 8.1 & 8.3 shall be rejected by the Managing Director, JSBCL, Ranchi as non-responsive.

8.7 The bid security of the unsuccessful bidder will be refunded as promptly as possible but not later than 30 days after the expiry of the period of bid validity prescribed by the Managing Director, JSBCL, Ranchi.

8.8 The successful bidder's bid security will compulsorily be converted to part performance security deposit.

8.9 The Bid security shall be forfeited:

a. If a bidder withdraws its bid during the period of bid validity specified in the bid or

b. If the bidder makes any modifications in the terms and conditions of the tender before acceptance of the tender, which are not acceptable to the Managing Director or

c. In case of a successful bidder, if the bidder fails:

i. To sign the agreement

9. Payment to Manpower:

9.1 The payments to the different Category of manpower will be made as per following details below:-:-

S.No.	Name of Post	Payment Structure
1.	Shop Incharge	Skilled Labour Rate of GOJ
2.	Sale Assistant	Semi Skilled Labour Rate of GOJ

9.2 The liquor shops are operational as per The Jharkhand Excise Act, 1915 and Rules framed therein. There Liquor shops are open on all days except dry days. In order to compensate for holidays 4 days extra salary will be paid on above monthly salary.

9.3 Extra Hours duty beyond 8 Hours will also be paid.

9.4 The detail requirement of Manpower is enclosed at Section-XIII.

9.5 The Placement Agency has to quote minimum margin percentage on the Salary paid to employees in Price Schedule attached at Section-XII.

10. Period of validity of bids:

10.1 Bid shall remain valid for 240 days from date of opening of the bid (Qualifying Bid). A Bid valid for a shorter period shall be rejected by the Managing Director as non-responsive.

10.2 The Managing Director, JSBCL reserves the right to request the Highest 3 bidders (H1, H2 & H3) as per read out list on the opening day to extend the bid validity for a period of further 120 days and the bidder has to necessarily extend the bid validity. Refusal to extend the bid validity will result in forfeiture of the bid security. A bidder

accepting the request and extending the bid validity will not be permitted to modify its bid.

11. Signing of Bid:

11.1 The bidder shall submit, as a part of its bid, the bid documents (in original) duly signed on each and every page, establishing the conformity of its bid to the bid documents of all the works to be executed by the bidder under the contract.

11.2 The bid shall contain no erasures or overwriting except as necessary to correct errors made by the bidder in which case such corrections shall be signed with date by the person or persons signing the bid.

(Note: The tenderer is advised to keep a photocopy (at its own cost) of the bid documents for its own reference)

12. Method of preparation of Bid:

12.1 Bid for each tender should be submitted in three envelopes placed inside a main cover.These envelopes should contain the following:

Envelope	Marked on the Cover	Contents of Envelope
First	Bid Security and Tender Fee	Bid Security (EMD) and Tender Fee
Second	Qualifying Bid	Containing all requisite documents and duly filled Bid Document.
Third	Financial Bid	Containing the Price Schedule as per Section-XII

On all these envelops the name of the firm and whether "Bid Security", 'Qualifying Bid' must be clearly mentioned and should be properly sealed. These envelopes are to be placed inside an outer envelope and properly sealed. The tenders which are not submitted in above-mentioned manner shall be summarily rejected.

12.2 All envelopes must bear the following:

"Tender for Empanelment of Placement Agency for Supply of manpower for Corporation & establishments in various districts under the jurisdiction of Managing Director, JSBCL"

12.3 The tenderer will be bound by all terms, conditions & specifications as detailed in the tender documents.

12.4 Any tender with conditions other than those specified in the tender document is liable to be summarily rejected. No modification by the Placement Agency in any of the conditions will be permitted after the tender is opened.

13 Submission of Bids:

13.1 The tender documents should be submitted online through **https://jharkhandtenders.gov.in** and Physically at JSBCL HO. The postal address for submitting the tenders is:

Jharkhand State Beverages Corporation Limited
Utpad Bhawan, Ground Floor
Near-Naveen Police Kendra
Kanke Road Ranchi-834008

13.2 Postponement of Tender opening: Whenever it is considered necessary to postpone the opening date of tenders, quick decision must be taken and communicated to the tenderers who have purchased the tender documents and shall be at least one day before the original date of opening. The reasons for postponing the tender shall be recorded in writing. Such notice of extension of date of opening shall also be put up on the notice board and also published in the newspapers. If the date of opening of bids is declared as holiday, the bids will be opened on the next working date at the same time and venue.

13.3 The Managing Director, if subsequently, declares date fixed for opening of bids as holiday, the revised schedule will be notified. However, in absence of such notification the bids will be opened on next working day, time and venue remaining unaltered.

14 **Late Bids:**

Tenders will not be received after the specified time of closing of the tender and the same shall be rejected and returned unopened to the bidder. It is the sole responsibility of the tenderer that it should ensure timely submission of tender.

15 **Modification and Withdrawal of Bids:**

15.1 The bidder may modify or withdraw its bid after submission and before opening, provided that the intimation is deposited by the bidder in a properly sealed envelope in the tender box, before the scheduled time & date for closing of tender.

15.2 No bid shall be modified subsequent to the deadline for submission of bids.

E. **BID OPENING AND EVALUATION**

16 **Opening of Bids by the Corporation:**

16.1 The Tender Committee shall open the bids in the presence of bidders or its authorized representative who choose to attend, at 11.00 Am on 18-04-2022. The bidder's representatives, who are present, shall sign an attendance register. The bidder shall submit authority letter to this effect before they are allowed to participate in the bid opening.

16.2 A maximum of two (2) representatives for any bidder shall be authorized and permitted to attend the bid opening.

16.3 The Bids shall be opened in the following manner:

a) The bid opening committee shall count the number of bids and assign serial numbers to the bids. For example, if 10 tenders have been received the bids shall be numbered as 1 of 10, 2 of 10 etc. All the members shall initial on the outer envelopes of all the bids with date.

b) The envelopes containing the tender offer and not properly sealed as required shall not be opened and shall be rejected outright. Closing the cover with gum will not be treated as sealed cover. The reasons for not opening such bidder offers shall be recorded on the face of the envelope and all the members of the opening committee shall initial with date.

c) First the outer envelope containing the three envelopes be opened. The bid opening committee shall initial on all three envelopes with date.

d) Among these two envelopes, the envelope marked "Bid Security" shall be opened first and examined.

e) The bidders who have submitted proper bid security as per tender document, their **"QUALIFYING BID"** shall be opened and papers/documents submitted by the bidder shall be examined and recorded by the TOC. After opening the qualifying bid, all the

documents contained therein shall be serially numbered and signed by the bid opening committee members.

f) The technical Bid will be evaluated by Tender Evaluation Committee. The Placement Agencies will be declared responsive by Tender evaluation committee those who qualify technical criteria.

17 **Clarification of Bids by the Corporation:**

To assist in examination, evaluation and comparison of bids, the Managing Director may, at its discretion ask the bidder for clarification of its bid. The request for its clarification and its response shall be in writing. However, no post bid clarification at the initiative of the bidder shall be entertained.

18 **Technical Evaluation:**

18.1 The Tender Committee shall evaluate the bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed and whether the bids are generally in order.

18.2 If there is discrepancy between words figures, the amount in words shall prevail. If the Placement Agency does not accept the correction of the errors, its bid shall be rejected.

18.3 Prior to the detailed evaluation, The Tender Committee will determine the substantial responsiveness of each bid to the bid document. For purpose of these clauses a substantially response bid is one which conforms to all the terms and conditions of the bid documents without deviations. The Tender Committee determination of bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence.

18.4 A bid, determined as substantially non-response will be rejected by The Tender Committee and shall not subsequent to the bid opening is made responsive by the bidder by correction of the non-conformity.

18.5 The Tender Committee may waive any minor infirmity or non-conformity or irregularity in a bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of the bidder.

19 **Evaluation and Comparison of substantially responsive bids:**

19.1 The Tender Committee shall evaluate in detail and compare the bids previously determined to be substantially responsive pursuant to clause 18 and ranking of the Bidder will be done as per Marks obtained as per details given below.

S.No	Criteria	Min Marks	Maximum Marks
1.	Labour License of minimum 1000 Labours, (Minimum 4 Marks and 2 marks for each additional 200 labours)	4	20
2	Experience certificate of retail sale/ Wholesale in any Government Organisation/ Government owned Public Sector undertaking of value Rs 4 Crores for more than two year during the last three financial years from the date of NIT in PSU's/Nationalized Banks/Government Department (Central/State)/ Registered Companies under Companies Act..(Minimum marks-4 marks and for each 25% extra experience 2 marks.)	4	20

3.	Turnover of Placement/Manpower work of at least 50 Crores. (Minimum 4 marks and for each extra 5 Crore turnovers 2 marks.)	4	20
4.	Minimum 1000 employees EPF deposit should have been done in six months i.e. from 1/7/2021 to 31/12/2021 which will be verified from EPF organization website of Government of India. (Minimum 4 marks for 1000 employees and additional 2 marks for additional 500 employees.)	4	20
5.	Experience of supply of minimum 400 manpower for sale of FMCG goods (defined in Wikipedia)/Consumer support services of any kind.(Minimum 4 marks for 400 employees and additional 2 marks for additional 100 employees.)	4	20

19.2 The financial Bid of only those Bidders will be opened who score more than 70 marks as per marking laid down in clause No. 19.1

19.3 The scoring system of 'Quality-cum-cost-Based' will be used for obtaining final scores. Final score for an applicant would be the weighted combination of technical and Management Charges Quoted in Price Schedule in Section XII. Here the technical and financial proposal of margin will be assigned a weight of 60 and 40 percent respectively. Bidder who has the highest total score (i.e. combined weighted score) will qualify as the first party. The calculation is as follows -

Technical Weighted score x 60%

- Financial Weighted score x 40%

Example (where Technical is marked out of **100**)

Bidder Name	Technical proposal		Management Charges Quoted in S.No.3 in Price Schedule (Section-		Combined Score		
	Score (out of **100**)	Weighted Score = (Score/Max score)*100	Margin	Weighted Score = (Lowest Quoted Rate /Rate quoted by bidder)* 100	Technical	Financial	Total
	(1)	(2)	(3)	(4)	(5) =(2)* 60%	(6) =(4) * 40%	(7) = (5) + (6)
Bidder A	80.0	80	6.0%	100.0	48	40	88
Bidder B	90.0	90	7.0%	85.7	54	34.28	88.28
Bidder C	100.0	100.0	8.0%	75.0	60	30	90

On the calculation as per above example the technical and financial bids shall be

24 **Issue of Letter of intent:**

24.1 The issue of letter of intent shall constitute the intention of the Managing Director to enter in to the contract, with the bidder. Letter of intent will be the issued as offer to the successful bidder.

24.2 The bidder shall within **3** days of issue of letter of intent, give its acceptance along with Security Deposit.

25 **Signing of Agreement:**

25.1 The signing of agreement shall constitute the award of contract on the bidder. The agreement with the successful bidder shall be signed by the Managing Director, JSBCL within a week of submission of Security Deposit as per clause 24.2 above.

25.2 As soon as the tender is approved by the competent authority, the EMD deposited by the successful bidder may be converted/ adjusted into the Security Deposit to be deposited by successful bidder, which will be held by the Managing Director till the completion of warranty period.

26 **Annulment of Award:**

Failure of the successful bidder to comply with the requirement shall constitute sufficient ground for the annulment of the award and forfeiture of the bid security, in which event; the Managing Director may make the award to any other bidder at the discretion of the Managing Director or call for new bids.

evaluated at highest score (H1) of combined score shall be declared as selected bid.Commensurately the evaluated bids score shall be arranged in descending order and second highest (H2) shall be given preference in case the H1 do not agree to except the work.

20 Contacting the Corporation:

20.1 Subject to clause 17 no bidder shall try to influence The Tender Committee on any matter relating to its bid, from the time of bid opening till the time the contract is awarded.

20.2 Any effort by the bidder to modify its bid or influence the Corporation in the Corporation's bid evaluation, bid comparison or the contract award decisions shall result in the rejection of the bid.

21 Award of Contract:

21.1 As per recommendation of the Tender Committee, The Managing Director shall consider award of contract only to those eligible bidders whose offers have been found technically acceptable. As per marks obtained bidder who has scored highest marks will be declared Highest 1(H1), second highest marks Highest 2(H2) and so on.

21.2 The work will be awarded to H1 Bidder.

21.3 The H1 Bidder will have to accept the work awarded to it and will not claim for any particular work of its Zone.

21.4 If more than one bidder is declared H1 than work will be distributed proportionately as decided by Committee and that will binding on the bidders.

21.5 Maximum two Zones will be awarded to same H1 Bidder. If a bidder is declared H1 in more than 2 Zones. The bidder will have a choice to select any two Zones for award of work. In the remaining Zone the H2 Bidder will awarded work treating it as H1 and so on.

21.6 In no case Placement Agency will be awarded contract whose work has been withdrawn, for any reason or which has any dues pending with any Government/PSU organization including JSBCL.

21.7 The Placement Agency ensures that every month Target Revenue (MGR) must be achieved and revenue will increase minimum 15% of average growth yearly so that minimum revenue of Rs 3000 Crores is achieved by 2024-25. Further Renewal of contract is to be done yearly maximum for 2 year as decided by MD JSBCL.

22 Managing Director's right to vary quantum of works:

22.1 The Managing Director, at the time of award of work under the contract, reserves the right to decrease or increase the work by the up to 50% of the total quantum of work specified in the schedule of requirements without any change in the rates or other terms and conditions.

22.2 In exceptional situation where the requirement is of an emergent nature and it is necessary to ensure continued work from the existing Placement Agency, the Managing Director reserves the right to place repeat work order for up to twelve months.

23 Managing Director Right to accept any bid and to reject any or all bids:

The Managing Director reserves the right to accept or reject any bid and to annul the bidding process and reject all bids, at any time prior to award of contract without assigning any reason what-so-sever and without thereby incurring any liability to the affected bidder or bidders on the grounds for the Corporation's action.

SECTION – V
DECLARATION

I_____,S/O/D/O_____,R/O_____
_____ hereby certify that none of my relative(s) is/ are employed in Corporation(JSBCL) unit as per details given in Bid document. In case at any stage, it is found that the information given by me is false/incorrect, Corporation (JSBCL) shall have the absolute right to take any action as deemed fit/ without any prior intimation to me ".

Signed _____
For and on behalf of the

Placement Agency

Name (caps) _____

Position _____

Date _____

The near relative (s) means:

a) Members of a Hindu Undivided family;

b) They are husband and wife.

c) The one is related to the other in manner as father, mother, son(s) & son's wife (daughter- in-law), Daughter (s) & daughter's husband (son-in-law), brother (s) and brother's wife, sister (s) and sister's husband (brother-in-law)

(In case of proprietorship firm, certificate will be given by the proprietor, and in case of partnership firm, certificate will be given by all the partners and in case of Limited Company by all the Directors of the company or company secretary on behalf of all directors). Any breach of these conditions by the company or firm or any other person, the tender/work will be cancelled and earnest money/security deposit will be forfeited at any stage whenever it is so noticed. The Corporation will not pay any damages to the company or firm or the concerned person. The company or firm or the persons will also be debarred for further participation in the concerned unit.

SECTION VI

GENERAL (COMMERCIAL) CONDITIONS OF THE CONTRACT

1. **APPLICATION:**
The General conditions shall apply in contracts made by the Managing Director for Empanelment of Placement Agency for Supply of Manpower for Corporation & establishments in various districts under the jurisdiction of Managing Director, JSBCL

2. **STANDARDS**:
The works to be executed under the contract shall conform to the standards prescribed in the contract.

3. **PRICES**:

3.1 Prices charged by the Placement Agency for the works performed under the Contract shall not be higher from the prices mentioned in Price Schedule of the Bid.

3.2 The prices will be revised if the minimum wages exceeds the minimum wage fixed in the tender.

4. **SUB-PLACEMENT AGENCIES**:
The Placement Agency shall not assign, sub contract or subject the whole or any part of the works covered by the contract, under any circumstances.

5. **Earnest Money Deposit:**

a. The Placement Agency's EMD will be forfeited in case of violation of any clause of tender during tender process.

d. No interest will be paid to the Placement Agency on the EMD.

6. ISSUE OF WORK ORDERS AND TIME LIMIT:

The work orders shall be issued by JSBCL on compliance of all conditions of Bid document for award of work.

7. PAYMENT TERMS:

The Placement Agency shall prepare monthly bills in triplicate and submit on or before by 10th of each month for works done in previous month to the Officer In charge of the district concerned. The total monthly bill shall be payable after certificate for completion for Empanelment of Placement Agency for Supply of Manpower for Corporation & establishments under various districts. The Placement Agency shall be responsible to submit the bills, which are prepared accurately, and giving all details to facilitate early payment as below.

I. MUSTER Roll wages register showing –

a. The details of laborer's / Employees engaged.

b. Duration of their engagement.

c. The amount of wages paid to such as labourer's /Employees for duration in question.

II. The attendance of employees will be registered on Corporation Server through online mechanism decided by JSBCL. The payment of the employees will be calculated as per attendance registered on Server by the employees.

III. The salary including extra hours and Handling Charges will be disbursed to employees through a bank decided by JSBCL. Each individual will be paid through the bank. The bank will provide the information of payment of salary and Handling Charges on monthly charges for verification of payments to employees.

IV. The losses incurred in district as per Audit report will be deducted from the total amount due to be paid as handling charges and rest amount will be paid to employees as per quantum of sale in the shop in the concerned month.

V. If the losses reported in Audit Report are more than Handling Charges then the rest amount will be deducted from the fixed Placement Agency margin.

VI. In no case any amount other than penalty as prescribed in Penalty clause is to be imposed on Employee.

VII. Copies of authenticated documents of payments of EPF contribution paid for the last month should be attached along with the current month bill.

VIII. Copies of payment of ESIC contribution for last month should be attached along with the current month bill.

IX. Confirmation letter from bank certifying the disbursal of salary to manpower along with UTR (Unique transaction receipt) Number.

X. **GST will be paid extra, as applicable.**

8. **PENALTY CLAUSE:**

1. The losses incurred by Corporation due to negligence of manpower supplied will recovered from pending bills/Security Deposit.
2. The Placement Agency will be required to adhere to all government Laws and Rules applicable and also to The Jharkhand Excise Act, 1915 and rules framed therein as applicable.
3. It will be responsibility of the Placement Agency to accept the inward stock of Liquor on day to day basis transported by Transporter to shop and any damage of Liquor or shortfall of liquor found in audit will be recovered from the bills/ security deposit of the Placement Agency.
4. **The placement agency has to submit an affidavit stating that it will be governed by "JSBCL Manual" and will accept all terms and conditions prescribed in the code in addition to the clauses of the tender document and agreement clauses.**
5. **In case of any excise offence or criminal offence done by manpower agency's manpower they will be punishable as per respective law and JSBCL will not be responsible for their aforesaid act.**
6. **In case of violation of any instruction or any other irregularity other than those mentioned in clause No. 8.5 above the employees will be imposed with a penalty of Rs 5000/-. In case of second offence the employee will be terminated. The above actions can be taken by JSBCL District heads.**
7. **In case of violation of any instruction or any other irregularity other than those mentioned in clause No. 8.5 the manpower agency will be fined by Rs 1,00,000/- in case of repeated offence the management can take other actions as defined in various tender clause.**

8. **The placement agency has to achieve monthly target (Minimum Guaranteed Revenue) decided by Department of Excise and Prohibition Jharkhand as per Retail Policy-2022. Achievement of Target is reviewed on monthly basis. If any Shortage/ Loss found as per fixed MGR of that month, then the shortfall is to be recovered /adjusted with the Security deposit of Placement Agency. Other relevant provision under Retail Policy 2022 will be applicable to Placement Agency.**

9. Rescission/ Termination of Contract

9.1 Circumstances for rescission of contract: Under the following conditions the competent authority may rescind the contract:

a) If the Placement Agency commits breach of any item of terms and conditions of the contract
b) If the Placement Agency suspends or abandons the execution of work and the District Excise Officer of the district comes to conclusion that work could not be completed by the due date for completion.
c) If the Placement Agency had been given by the officer in-charge of work a notice in writing to rectify/ replace any defective work and he/she fails to comply with the requirement within the specified period.

9.2 Upon rescission of the contract, the security deposit of the Placement Agency shall be liable to be forfeited and shall be absolutely at the disposal of Managing Director.

10. Termination for Insolvency:

The Managing Director may at any time terminate the contract by giving written notice to the Placement Agency without compensation to the Placement Agency, if the Placement Agency becomes bankrupt or otherwise insolvent as declared by the competent court provided that such termination will not prejudice or affect any right or action or remedy which has accrued or will accrue thereafter to the Corporation.

11. Optional Termination by Managing Director (Other than due default of the Placement Agency)

11.1 The Managing Director may, at any time, at its option cancel and terminate this contract by written notice to the Placement Agency, in which event the Placement Agency shall be entitled to payment for the work done up to the time of such cancellation and a reasonable compensation with accordance with the contract prices for any additional expenses already incurred for balance work exclusive of Managing Director and / or whole of material, machinery and other equipment for use in or in respect of the work.

11.2 Managing Director may, at its option, cancel or omit the execution of one or more items of work under this contract and may part of such items without any compensation whatsoever to the Placement Agency.

11.3 Issuance of Notice

11.3.1 The officer in-charge of work shall issue show cause notice giving details of lapses, violation of terms and conditions of the contract, wrongful delays or suspension of work or slow progress to the Placement Agency directing the Placement Agency to take corrective action. A definite time schedule for corrective action shall be mentioned in the show cause notice. If the Placement Agency fails to take corrective action within the stipulated time frame, the Officer In charge shall submit a draft of final notice along with a detailed report to the competent authority who has accepted the contract.

11.3.2 The final notice for rescission of contract to the Placement Agency shall expressly state the precise date and time from which the rescission would become effective. The following safe guards shall be taken while issuing the final notice :

i. During the period of service of notice and its effectiveness, the Placement Agency should not be allowed to remove from the site any material / equipment belonging to the Corporation.

12. INDEMNITITES:

12.1 The Placement Agency shall at all times held Managing Director harmless and indemnify from against all action, suits, proceedings, works, cost, damages, charges claims and demands of every nature and description, brought or procured against Managing Director, its officers and employees and forthwith upon demand and cost (inclusive between attorney and client) and all costs incurred in endorsing this or any other indemnity or security which Managing Director may now or at any time have relative to do the work or the Placement Agency's obligation or in protecting or endorsing its right in any suit on other legal proceeding, charges and expense and liabilities resulting from or incidental or in connection with injury, damages of the Placement Agency or damage to property resulting from or arising out of or in any way connected with or incidental to the operation caused by the contract documents. In addition, the Placement Agency shall reimburse Managing Director or pay to Managing Director forthwith on demand without protect or demur all cost, charges and expenses and losses and damages otherwise incurred by it in consequences of any claim, damages and actions which may be brought against Managing Director arising out of or incidental to or in connection with the operation covered by the Placement Agency.

12.2 The Placement Agency shall at its own cost at Managing Director's request defend any suit or any other proceeding asserting a claim covered by this indemnity but shall not settle, compound or compromise any suit or other finding without first consulting Managing Director

13. FORCE MAJEURE:

13.1 If any time, during the continuance of this contract, the performance in whole or in part by either party or any obligation under this contract shall be prevented or delayed by reason of any war, or hostility, acts of the public enemy, civil commotion sabotage, fires, floods, explosion, epidermis, quarantine restrictions, strikes, lockouts, or act of god (herein after referred to as events) provided notice of happenings, of any such eventuality is given by either party to the other within 21 days from the date of occurrence thereof, neither party shall by reason of such event be entitled to terminate this contract nor shall either party have any such claim for damages against the other in respect of such non–performance and work under the contract shall be resumed as soon as practicable after such event may come up to an end or cease to exist and the decision of the Corporation as to whether the work have been so resumed or not shall be final and conclusive, provided further that if the performance, in whole or part of any obligation under this contract is prevented or delayed by reason of any such event for a period exceedingly 60 days either party may, at its option terminate the contract.

13.2 Provided also that if the contract is terminated under this clause, the Corporation shall be at liberty to take over from the Placement Agency at a price to be fixed by the Corporation, which shall be final, all unused, undamaged and acceptable materials, bought out components and stores in the course of execution of the contract, in possession of the Placement Agency at the time of such termination of such portions thereof at the Corporation may deem fit excepting such material bought out components and stores as the contracts may with the concurrence of the Corporation elect to retain.

14. ARBITRATION:

14.1 In the event of any question, dispute or difference arising under this agreement or In connection there-with except as to matter the decision of whim is specifically provided under this agreement, the same shall be referred to sole arbitration of the Secretary, Excise, Government of Jharkhand. or some other person appointed by him/her. The agreement to appoint an arbitrator will be in accordance with the Arbitration and Conciliation Act, 1996.

There will be no objection to any such appointment or that he has to deal with the matter to whom the agreement relates or that in the course of' its duties as Managing Director he has expressed views on all or any of the matter under dispute. The award of the arbitrator shall be final and binding on the parties. In the event of such arbitrator to whom the matter is originally referred, being transferred or vacating his/her office or being unable to act for any reasons whatsoever such Managing Director, JSBCL, Jharkhand or the said officer shall appoint another person to act as arbitrator in accordance with terms of the agreement and the person so appointed shall be entitled to proceed from the stage at whim it was left out by its predecessors.

14.2 The arbitrator may from time to time with the consent of parties enlarge the time for making and publishing the award, Subject to aforesaid Indian Arbitration and Conciliation Act 1996 and the Rules made there under, any modification thereof for the time being in force shall be deemed to apply to the arbitration proceeding under this clause.

14.3 The venue of the arbitration proceeding shall be the Office of the Managing Director, JSBCL, Jharkhand or such other Places as the arbitrator may decide. The Following procedure shall be followed:

14.3.1 In case parties are unable to settle by themselves, the dispute should be submitted or arbitration in accordance with contract agreement

14.3.2 There should not be a joint submission with the Placement Agency to the sole Arbitrator.

14.3.3 Each party should submit its own claim severally and may oppose the claim put forward by the other party.

14.3.4 The onus of establishing its claims will be left to the Placement Agency.

14.3.5 Once a claim has been included in the submission by the Placement Agency, a reiteration or modification thereof will be opposed.

14.3.6 The "points of defense" will be based on actual conditions of the contract.

14.3.7 Claims in the nature of ex-gratia payments shall not be entertained by the Arbitrator as these are not contractual.

14.3.8 The question whether these conditions are equitable shall not receive any consideration in the preparation of "points of defense".

14.3.9 If, the Placement Agency Includes such claims in its submission, the fact that they are not contractual will be prominently placed before the Arbitrator.

The award of the sole Arbitrator shall be final and binding on all the parties to the dispute.

15. SET OFF.

Any sum of money due and payable to the Placement Agency (including security deposit refundable to it) under its contract may be appropriated by the Corporation or the Govt. or any other person or persons contracting through the Govt. and set off the same against any claim of the Corporation or Govt. or such other person or persons for payment of a sum of money arising out of this contract made by the Placement Agency with Corporation or Govt. or such other person or persons contracting through Govt..

16. The successful Bidder has to sign Integrity Pact as per format given in Section- XI.

SECTION VII
SPECIAL CONDITIONS OF CONTRACT

1. GENERAL

1.1 The Corporation reserves the right to disqualify such bidders who have a record or not meeting contractual obligations against earlier contracts entered into with the Corporation.

1.2 The Corporation reserves the right to black list a bidder for suitable period in case it fails to honour its bid without sufficient grounds.

1.3 The Corporation reserves the right to counter offer price(s) against quoted by any bidder.

1.4 Any clarification issued by Corporation, in response to query raised by prospective bidders shall form an integral part of bid documents and it may amount to amendment to relevant clauses of the bid documents.

1.5 Tender will be evaluated as a single package of all the items given in the payment consent.

1.6 All work to be executed under the contract shall be executed under the direction and subject to the approval in all respects of by the Manager of work site who shall be entitled to direct at what point or points and what manner they are to be commenced, and from the time to time carried on.

1.7 If at any time after the commencement of the work, the Corporation may feel that execution of whole or part of work, as specified in the tender is not required to be carried out, then the Corporation shall give notice in writing of the fact to the Placement Agency who shall have no claim to any payment of compensation whatsoever on account of any profit or advantage which he might have derived in consequence of the full amount of the work not having been carried out neither shall he have any claim for compensation by reason of any alterations having been made in the original specifications, drawings, designs and instructions which shall involve any curtailment of the work as originally contemplated.

1.8 Whenever any claims against the Placement Agency for the payment of a sum of money arises out of or under the contract, the Corporation shall be entitled to recover such sum by appropriating in part or whole the security deposit of the Placement Agency, and to sell any Government promissory notes etc., forming the whole or part of such security or running/Final bill pending against any contract with the Corporation. In the event of the security being insufficient or if no security has been taken from the Placement Agency, then the balance or the total sum recoverable as the case may be, shall be deducted from any sum then due or which at any time there after may become due to the Placement Agency under this or any other contract with Corporation. Should this sum be not sufficient to cover the full amount recoverable the contractor shall pay to Corporation on demand the balance remaining due.

1.9 No official of Gazzetted rank or other Gazzetted officer employed in Engineering or administrative duties in Corporation or any other Government Department/PSU is allowed to work as a Placement Agency for a period of two years after its retirement from Government service without the previous permission of Government. This contract is liable to be cancelled if either the Placement Agency or any of its employees is found at any time to be such person who hadn't obtained the permission of Government of India/Government of Jharkhand as aforesaid before submission of the engagement in the Placement Agency's service as the case may be.

1.10 In the event of the contactor being, adjusted insolvent or going voluntarily into liquidation of having received order or other order under insolvency act made against it or in the case of company, of the passing of any resolution, or making of any order for winding up whether voluntarily or otherwise, or in the event of the Placement Agency falling to comply with any of the conditions herein specified. The Managing Director shall have the power to terminate the contract without any notice.

1.11 Without prejudice to any of the rights or remedies under this contract, if the Placement Agency dies, the Managing Director on behalf of the Managing Director can terminate the contract without compensation to the Placement Agency. However, Managing Director, at its discretion may permit Placement Agency's successors to perform the duties or engagements of the Placement Agency under the contract, in case of its death. In this regard the decision of Managing Director shall be the final.

1.12 In the event of the Placement Agency, winding up its company on account of transfer or merger of its company with any other, the Placement Agency shall make it one of the terms and stipulations of the contract for the transfer of its properties and business, that such other person or company, shall continue to perform the duties or engagement of the Placement Agency under this contract and be subject to its liabilities there under.

1.13 The Placement Agency ensures that every month Target Revenue (MGR) must be achieved and revenue will increase minimum 15% of average growth yearly so that minimum revenue of Rs 3000 Crores is achieved by 2024-25. Falling to achieve Target will impose penalty with forfeiting Security deposit proportionately. Also Termination of Contract may be done Vide decision of Managing Director JSBCL and work will be awarded to H2 Bidder.

1.14 **Interpretation of the contract document:**

The representative of Managing Director and the Placement Agency shall in so far as possible by mutual consultation, try to decide upon the meaning and intent of the contract document. In case of disagreement the matter shall be referred Managing Director whose decision shall be final. Any change in the contract documents shall be set forth in writing by the representative of the parties hereto. It shall be the Placement Agency's responsibility to thoroughly familiarize all of its supervisory personnel with the contents of all the contract documents.

1.2 Notification

1.2.1 The Placement Agency shall give in writing to the proper person or authority with a copy to the Manager such notification as may be mandatory or necessary in connection with the commencement, suspension, resumption, performance and/ or completion of the contracted work. All notice shall be given sufficiently in advance of the proposed operation to permit proper co-relation of activities and the Placement Agency shall keep all proper persons or authorities involved and advised of the progress of operations throughout the performance of the work and/or with such other information and/or supporting figure and data as may from time to time as directed or required.

1.3 Shut down on account of weather conditions:

1.3.1 The Placement Agency shall not be entitled to any compensation whatsoever by reason of suspension of the whole or any part of the work made necessary by Managing Director or deemed advisable on account of bad weather conditions or other Force majeure conditions.

2 **QUALITY OF WORK:**

The verification of quality quantity of works will be done by District Excise or any other officer authorized by Managing Director, JSBCL

3 **TAXES AND DUTIES:**

The rate is inclusive of all taxes including cost of material required for housekeeping works, octroi, sales tax, excise duty on this material & labour license fee etc. required for the Manpower works. GST will be paid extra

4 **PROTECTION OF LIFE AND PROPERTY AND EXISTING FACILITIES:**

The Placement Agency is fully responsible for taking all possible safety precaution during preparation for and actual performance of the works.

5 **LABOUR WELFARE MEASURES AND WORKMAN COMPENSATION:**

Obtaining License before commencement of work:

5.1 The Placement Agency shall obtain a valid labour license before commencement of the work, and continue to have a valid license until the completion of work. The Placement Agency shall also abide by the provisions of the Child Labour (Prohibition and Regulation) Act 1986. Any failure to fulfil the requirement shall attract the penal provisions of this contract arising out of the resultant non-execution of work.

5.2 Contractors Labour Regulations:

5.2.1 Working Hours

5.2.1.1 Normally working hours of an employee should not exceed 8 hours a day. The working day shall be so arranged that inclusive of interval for rest, if any, it shall not spread over more than 12 hours on any day.

5.2.1.2 When a worker is made to work for more than 8 hours on any day or for more than 48 hours in any week he/she shall be paid over time for the extra hours put in by him/her.

5.2.1.3 Where a Placement Agency is permitted by the Officer-in-Charge to allow a worker to work on a normal weekly holiday, it shall grant a substituted holiday to him/her for the whole day, on one of the five days, immediately before or after the normal weekly holiday, and pay wages to such worker for the work performed on the normal weekly holiday at the overtime rate.

5.2.2 Display of Notice Regarding Wages etc.

The Placement Agency shall, before it commences its work on contract, display and correctly maintain and continue to display and correctly maintain, in a clear and legible condition in conspicuous pieces on the work, notices in English and in local Indian languages spoken by the majority of the workers, giving the minimum rates of the wages fixed by the Manager of the respective districts.

5.2.3 Payment of Wages.

5.2.3.1 The Placement Agency shall fix wage periods in respect of which wages shall be payable.

5.2.3.2 No wage period shall exceed one month.

5.2.3.3 The wages of every person employed as contract labour in an establishment or by a Placement Agency, where less than one thousand such persons are employed shall be paid before the expiry of seventh day and in other cases before the expiry of tenth day after the last day of the wage period in respect of which the wages are payable.

5.2.3.4 Where the employment of any worker is terminated by or on behalf of the Placement Agency, the wages earned by him/her shall be paid before the expiry of the second working day from the date on which its employment is terminated.

5.2.3.5 Wages shall be paid without any deductions of any kind except those specified by the State Government by general or special order in this behalf or permissible under the payment under the payment of Wages Act 1956.

5.2.3.6 The Placement Agency has to pay wages to respective manpower as per time to time minimum/revised minimum wages fixed by Manager of respective districts.

5.2.3.7 A notice showing the wages period and the place and time of disbursement of wages shall be displayed at the place of work and a copy sent by the Placement Agency to the Manager under acknowledge.

5.2.3.8 It shall be the duty of the Placement Agency to ensure the disbursement of wages through bank account.

5.2.3.9 The Placement Agency shall obtain from the Manager or any other authorized representative of the Manager, as the case may be, a certificate under his/her signature at the end of the entries in the "Register of Wages" or the "Wage-cum-Muster Roll", as the case may be, in the following form:

"Certified that the amount shown in the column No..... has been paid to the workman concerned in his/her account".

5.2.4 Fines and deductions which may be made from wages.

5.2.4.1 The wages of a worker shall be paid to him/her without any deduction of any kind except the following:

a) Fines

Deductions for absence from duty i.e. from the place or the places where by the terms of his/her employment he/she is required to work. The amount of deduction shall be in proportion to the period for which he/she was absent.

b) Deductions for damage to or loss of goods expressly entrusted to the employed person for custody, or for loss of money or any other deductions which he/she is required to account, where such damage or loss is directly attributable to his /her neglect or default.

c) Deduction for recovery of advances or for adjustment of overpayment of wages, advances granted shall be entered in a register.

d) The agency while realizing payment as per clause 5.2.3.4 will only deduct amount of EPF contribution and no other deduction is to be done.

5.2.4.2 No fines should be imposed on any worker save in respect of such acts and omissions on its part as have been approved of by the Labour Commissioner.

5.2.4.3 No fine shall be imposed on a worker and no deduction for damage or loss shall be made from his/her wages until the worker has been given an opportunity of showing cause against such fines or deductions.

5.2.4.4 Every fine shall be deemed to have been imposed on the day of the act or omission in respect of which it was imposed.

5.2.5 Labour Records.

5.2.5.1 The Placement Agency shall maintain a Register of Persons employed on work on contract.

5.2.5.2 The Placement Agency shall maintain a Muster Roll register in respect of all workmen employed by it on the work under Contract.

5.2.5.3 The Placement Agency shall maintain a Wage Register in respect of all workmen employed by it on the work under contract.

5.2.5.4 Register of accidents – The Placement Agency shall maintain a register of accidents in such form as may be convenient at the work place but the same shall include the following particulars:

(a) Full Particulars of the laborer who met with accident.
(b) Rate of wages.
(c) Sex.
(d) Age.
(e) Nature of accident and cause of accident.
(f) Time and date of accident.
(g) Date and time when admitted in hospital.
(h) Date of discharge from the hospital.
(i) Period of treatment and result of treatment.
(j) Percentage of loss of earning capacity and disability as assessed by Medical officer.
(k) Claim required to be paid under Workmen's compensation Act.
(l) Date of payment of compensation.
(m) Amount paid with details of the person to whom the same was paid.
(n) Authority by whom the compensation was assessed.
(o) Remarks.

5.2.5.5 The Placement Agency shall maintain a Register of Fines.

5.2.5.6 The Placement Agency shall maintain a Register of Deductions for damage or loss.

5.2.5.7 The Placement Agency shall maintain a Register of Advances

5.2.5.8 The Placement Agency shall maintain a Register of Overtime.

5.2.6 Attendance card-cum wage slip

5.2.6.1 The contractor shall issue an Attendance card cum wage slip to each workman employed by it.

5.2.6.2 The card shall be valid for each wage period.

5.2.6.3 The Placement Agency shall mark the attendance of each workman on the card twice each day, once at the commencement of the day and again after the rest interval, before he/she actually starts work.

5.2.6.4 The card shall remain in possession of the worker during the work period under reference.

5.2.6.5 The Placement Agency shall complete the wage slip portion on the reverse of the card at least a day prior to the disbursement of wages in respect of the wage period under reference.

5.2.6.6 The Placement Agency shall obtain the signature or thumb impression of the worker on the wage slip at the time of disbursement of wages and retain the card with it.

5.2.7 Service Certificate

On termination of employment for any reason whatsoever the Placement Agency shall issue to the workman whose services have been terminated, a Service Certificate.

5.2.8 Preservation of labour records

The labour records and records of Fines and deductions shall be preserved in original for a period of three years from the date of last entries made in them and shall be made available for inspection by the Asst. Manager or Labour officer or any other officers authorized by the Managing Director in his/her behalf.

5.3 Power of labour officer to make investigations or enquiry

The labour officer or any person authorized by the State Government on their behalf shall have power to make enquiries with a view to ascertaining and enforcing due and proper observance of fair Wage Clauses and provisions of these Regulations.

He/ She shall investigate into any complaint regarding the default made by the Placement Agency in regard to such provision.

5.4 Report of Investigating officer and action thereon

The Investigating Officer or other persons authorized as aforesaid shall submit a report of result of its investigation or enquiry to the Manager/Managing Director indicating the extent, if any, to which the default has been committed with a note that necessary deductions from the Placement Agency's bill be made and the wages and other dues be paid to the labourers concerned. The Officer-in-charge shall arrange payments to the labour concerned within 45 days from the receipt of the report from the Labour Officer or the authorized officer as the case may be.

5.5 Inspection of Books and Slips

The Placement Agency shall allow inspection of all the prescribed labour records to any of its workers or to its agent at a convenient time and place after due notice is received or to the Labour Officer or any other person, authorized by the State Government on its behalf.

5.6 Submission of Returns

The Placement Agency shall submit periodical returns as may be specified from time to time.

5.7 Amendments

The Corporation may from time to time add to or amend the regulations and on any question as to the application/interpretation or effect of those regulations.

6. INSURANCE:

Without limiting any of its other obligations or liabilities, the Placement Agency shall, at its own expense, take and keep comprehensive insurance including third party risk for the plant, machinery, men, materials etc. brought to the site and for all the work during the execution. The Placement Agency shall also take out workmen's compensations insurance as required by law and undertake to indemnify and keep indemnified the Government from and against all manner of claims and demands and losses and damages and cost (including between attorney and client) charges and expenses that may arise in regard the same or that the Government may suffer or incur with respect to end/or incidental to the same. The Placement Agency shall have to furnish originals and/or attested copies as required by the Corporation of the policies of insurance taken within 15 (fifteen) days of being called upon to do so together with all premium receipts and other papers related thereto which the Corporation may require.

7. COMPLIANCE WITH LAWS AND REGULATION:

During the performance of the works the Placement Agency shall at its own cost and initiative fully comply with all applicable laws of the land and with any and all applicable by-laws rules, regulations and orders and any other provisions having the force of law made or promulgated or deemed to be made or promulgated by the Government, Governmental agency or Corporation, municipal board, Government or other regulatory or Authorized body or persons and shall provide all certificates of compliance therewith as may be required by such applicable law. By-laws, Rules, Regulations, orders and / or provisions. The Placement Agency shall assume full responsibility for the payment of all contributions and pay roll taxes, as to its employees, servants or agents engaged in the performance of the work specified in the Placement Agency's documents. If the Placement Agency shall require any assignee or sub-Placement Agency to sham any portion of the work to be performed

hereunder may be assigned, sub-leased or sub-contracted to comply with the provisions of the clause and in this connection the Placement Agency agrees as to undertake to save and hold the Corporation harmless and indemnified from and against any/ all penalties, actions, suits, losses and damages, claims and demands and costs (inclusive between attorney and client) charges and expenses whatsoever arising out or occasioned, indirectly or directly, by failure of the Placement Agency or any assignee or sub-Placement Agency to make full and proper compliance with the said by-laws, Rules, Regulations, Laws and Order and provisions as aforesaid.

8. **TOOLS:**

The Placement Agency shall provide at its own cost all tools, appliances, implements etc. required for proper execution of works. The Placement Agency shall also supply without charge the requisite number of persons with the means and materials necessary for the purpose of setting out works at any time and from time to time.

SECTION VIII
SCOPE & SPECIFICATION OF THE WORK

A. Scope of Work:

1. The work involves supply of manpower for running of Retail shops and JSBCL establishments in respective districts as demanded by the Officer In charge deputed by Managing Director, JSBCL.
2. The shop should be run as per Jharkhand Excise Act, 1915 and rules framed under the act and other acts and rules applicable for running the shops.
3. The employees have to follow the instructions issued by Excise Department and JSBCL for running of Liquor shops.
4. The employees of Placement Agency will be responsible of all entries in online server and in Registers prescribed for running of shops.
5. The employees of Placement Agency will be responsible for all stock and cash collected in shop.
6. The employees of Placement Agency will provide the services to customers up to their satisfaction under the framed rules.
7. The employees of Placement Agency will be responsible for cleanliness of shop premises.
8. The employees of Placement Agency will be responsible for reporting of any illegal activity in and around shop to their placement agency and also to the district officers of JSBCL.
9. The placement Agency along with representative of JSBCL District head will conduct inspection of shop on fortnightly basis for adherence of rules and instructions.
10. **Minimum Qualification**

a. Shop In charge: -

- **i.** Minimum qualification: Graduate
- **ii.** Age Minimum 21 years
- **iii.** Experience in retail sale will be preferred.
- **iv.** He/She should preferably belong to Jharkhand and certificate should be enclosed.

b. Shop Assistant: -

- **i.** Minimum qualification: 12thPass
- **ii.** Age Minimum 21 years
- **iii.** Experience in retail sale will be preferred.
- **iv.** He/ She should preferably belong to Jharkhand and certificate should be enclosed.

11. The medical fitness and police verification of the manpower supplied will be the responsibility of the manpower supplying agency.
12. The manpower will be responsible for the security of all movable & immovable Items in addition to JSBCL Establishments. In case of any loss or theft the same will be recovered from the pending bills/Security Deposit.
13. The agency will be responsible for payment to the concerned manpower as per prevailing rates notified by respective Managers of Districts and as per time to time notified minimum wages by them.

14. In case the minimum wages as per prevailing law exceeds the payment so fixed for different category of manpower on any date. The wages concerned will be revised.
15. The agency has to provide dress and name badge with JSBCL mono. No employee of manpower agency will perform duty without prescribed dress.
    a. Dress – Navy Blue Shirt, Trousers and black shoes.
    b. In case the employee is found without dress the agency will be fined with a penalty of Rs 5000/-.
    c. Two sets of dresses will be provided to each employee on six monthly basis and an amount of Rs 2000 will be deducted for each dress from the Handling Charges after providing the dress.
16. **Manpower Recruitment Process**

    The Shop Incharge & Shop Assistant are to be deployed in the retail shops unit. As per Rule 24 & 25 mentioned in the notification no. 648, dated-31.03.2022 (Retail Policy-2022), the District Committee will Screen and provide the list of eligible candidate for shop incharge and shop assistant on the basis of list of applicants provide by the District Employment Officer. The Placement Agency selected by JSBCL shall recruit the shop Incharge and shop assistant on the basis of list of eligible candidate provide by the District Committee.

SECTION – IX
FORMAT OF AGREEMENT

This agreement made on this .....day of (month) .....(year) .....between **M/s** .....(Name of Placement Agency) hereinafter called "The Placement Agency" (Which expression shall unless excluded by or repugnant to the context, include its successors, the executors, administrative representative and assignee) of the one part

AND

Jharkhand State Beverages Corporation Ltd. Ranchi hereinafter referred to as Managing Director on behalf of JSBCL, on other part.

Whereas the Placement Agency has offered to enter into contract with Managing Director for Empanelment for supply of manpower for Shops and Establishments of Corporation in **Zone.....** under the jurisdiction of Managing Director, JSBCL on the terms and conditions herein contained and the rates approved by the Managing Director (copy of Rates annexed) have been duly accepted and whereas the necessary security deposits have been furnished in accordance with the provisions of the tender document and whereas no interest will be claimed on the security deposits.

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

1) The Placement Agency, shall, during the period of this contract that is to say from ..... to ..... or completion of work, whichever is earlier or until this contract shall be determined by such notice as is hereinafter mentioned, safely carryout by means of laborers employed at its own expenses and by means of tools, implements and equipment etc. to be supplied by it to its labour at its own expenses and all works as described in tender documents (annexed to the agreement), when the Corporation or Managing Director or any other persons authorized by Managing Director in that behalf require. It is understood by the Placement Agency that the quantity of work mentioned on the schedule is likely to change as per actual requirements as demanded by exigencies of service.

2) The Bid document (Qualifying), letter of intent, approved rates, annexed hereto and such other additional particulars, instructions, work orders as may be found requisite to be given during execution of the work shall be deemed and taken to be an integral part of the contract and shall also be deemed to include in the expression "The Agreement" or "The Contract" wherever herein used.

3) The Placement Agency shall also supply the requisite number of workmen with means & materials as well as tools, appliance, machines, implements, etc. required for the proper execution of work within the time prescribed in the work orders.

4) The work will be awarded for minimum period of 3 years on same rates and conditions as laid down in tender. Renewal of Contract is subject to fulfillment of all the terms and conditions and also minimum 15 % Average yearly growth in MGR has to be achieved. Further Renewal of contract is to be done yearly maximum for 2 year as decided by MD JSBCL.

5) **The placement agency has to achieve monthly target (Minimum Guaranteed Revenue) decided by Department of Excise and Prohibition Jharkhand as per Retail Policy-2022. Achievement of Target is reviewed on monthly basis. If any Shortage/ Loss found as per fixed MGR of that month, then the shortfall is to be recovered /adjusted with the Security deposit of Placement Agency.**

6) The Placement Agency hereby declares that nobody connected with or in the employment of Managing Director is not/shall not ever be admitted as partner in the contract.

7) Payment:

   a. The Placement Agency shall prepare monthly bills in triplicate and submit on or before by 10th of each month for works done in previous month to the Officer In charge of the District concerned. The total monthly bill shall be payable after certificate for completion for Empanelment of Placement Agency for Supply of Manpower for Corporation & establishments under various districts. The Placement Agency shall be responsible to submit the bills, which are prepared accurately, and giving all details to facilitate early payment as below.

      i. MUSTER Roll wages register showing –

         1. The details of laborer's / Employees engaged.
         2. Duration of their engagement.
         3. The amount of wages paid to such as labourers/Employees for duration in question.

   b. The attendance of employees shall be registered on JSBCL Server through online mechanism decided by JSBCL. The payment of the employees will be calculated as per attendance registered on Server by the employees.

   c. Each individual will be paid through the bank. The bank will provide the information of payment of salary on monthly charges for verification of payments to employees.

   d. The losses incurred in district as per Audit report will be deducted from the total amount due.

   e. Copies of authenticated documents of payments of EPF contribution paid for the last month should be attached along with the current month bill.

   f. Copies of payment of ESIC contribution for last month should be attached along with the current month bill.

g. Confirmation letter from bank certifying the disbursal of salary to manpower along with UTR (Unique transaction receipt) Number.

h. GST will be paid extra.

8) The Placement Agency shall abide by the terms and conditions, rules, guidelines, construction practices, safety precautions etc. stipulated in the tender document including any correspondence between the Placement Agency and the Managing Director having bearing on execution of work and payments of work to be done under the contract.

9) Copies of authenticated documents of payments of EPF contribution paid for the last month should be attached along with the current month bill.

In witness, whereof the parties present have here into set their respective hands and seals the on this .....day of (month) ..... (Year) .....
Above written:

Signed sealed & delivered by the above named Placement Agency in the presence of.

Witness:
1.
2.

Signed & delivered on behalf of the Managing Director by the

Witness:
1.
2.

SECTION – X

LETTER OF AUTHORISATION FOR ATTENDING BID OPENING
(To reach on_____ or before date of bid opening)

To

Managing Director,
JSBCL
Jharkhand, Ranchi.

Subject: Authorization for attending bid opening on _____ (date) in the Tender of _____.

Following persons are hereby authorized to attend the bid opening for the tender mentioned above on behalf of _____ (Bidder) in order of preference given below:

Order of Preference	Name	Specimen Signature
I.		
II.		
Alternate Representative		

Signature of bidder
Or
Officer authorized to sign the bid
Documents on behalf of the bidder

Note:

1. Maximum of two representatives will be permitted to attend bid opening. In cases where it is restricted to one, first preference will be allowed. Alternate representative will be permitted when regular representatives are not able to attend.
2. Permission for entry to the hall where bids are opened may be refused in case authorization as prescribed above is not received.

SECTION – XI

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 Jharkhand acting through Shri ..... (Designation of the Officer, JSBCL) (Hereinafter called the "BUYER", which expression shall mean and include, unless the context otherwise requires, his/her successors in the office and assigns) and the First Party, proposes to procure (name of the Stores/Equipment/Work/Service) and M/s..... Represented by Shri ..... Chief Executive Officer (hereinafter called the "BIDDER/Seller", which expression shall mean and include, unless the context otherwise requires, his/her successors and permitted assigns) and the Second Party, is willing to offer/ has offered.

1.2. WHEREAS the BIDDER is a Private Company/Public Company/ Government Undertaking/ Partnership/Registered Export Agency, constituted in accordance with the relevant law in the matter and the BUYER is a Corporation of the Government, performing its function on behalf of the Government of Jharkhand.

2. OBJECTIVES

NOW, THEREFORE, the BUYER and the BIDDER agree to enter into this pre-contract agreement, hereinafter referred to as Integrity Pact, to avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudiced dealings prior to, during and subsequent to the Contract to be entered into with a view to: -

2.1. Enabling the BUYER to obtain the desired Stores/Equipment/Work/Service at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and

2.2. Enabling BIDDERs to abstain from bribing or indulging in any corrupt practices in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing any corrupt practices and the BUYER will commit to prevent corruption, in any form, by its official by following transparent procedures.

3. COMMITMENTS OF THE BUYER

The BUYER commits itself to the following: -

3.1. The BUYER undertakes that no official of the BUYER, connected directly or indirectly with the contract, will demand, take promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favor or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.

3.2. The BUYER will, during the pre-contract stage, treat BIDDERs alike, and will provide to all BIDDERs the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to the other BIDDERs.

3.3. All the officials of the BUYER will report the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.

In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the BUYER with the full and verifiable facts and the same prima fade found to be correct by the BUYER, necessary disciplinary proceedings, or any other action as deemed, fit, including criminal proceedings may be initiated by the BUYER and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the BUYER the proceedings under the contract would not be stalled.

4. COMMITMENTS OF BIDDERS

The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means an illegal activity during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following: -

4.1. The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favor, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER, connected directly or indirectly with the biding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.

4.2. The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favor, any material or immaterial benefit or other advantage, commission, fees, brokerage, or inducement to any official of the BUYER or otherwise in procuring the Contract of forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Government for showing or forbearing to show favor or dis-favor to any person in relation to the contract or any other contract with the Government.

4.3. The BIDDER further confirms and declares to the BUYER that the BIDDER in the original Manufacture/Integrator/Authorized government sponsored export entity of the stores and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the BUYER or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.

4.4. The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payment he has made, is committed to or intends to make to officials of the BUYER or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.

4.5. The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.

4.6. The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.

4.7. The BIDDER shall not use improperly, for purpose of competition or personal gain, or pass on to others, any information provided by the BUYER as part of the business relationship, regarding plans, technical proposal and business details, including

information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.

4.8. The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.

4.9. The BIDDER shall not instigate or cause to instigate any third person to commit any of the acts mentioned above.

4.10 The Bidder shall comply with all the relevant rules as per Retail Policy 2022 vide Gazette Notification No 648,dated 31.03.2022.

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) Earnest Money deposit through Bank Draft in favor of Jharkhand State Beverages Corporation Limited, payable at Ranchi

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

6.2. The Earnest Money/Security Deposit shall be valid up to 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 Jharkhand 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 dependent upon Government servant.

(xi)The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the BUYER, and if he does so, the BUYER shall be entitled forthwith to rescind the contract and all other contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.

7.2. The decision of the BUYER to the effect that a breach of the provisions of this pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the Monitor(s) appointed for the purposes of this Pact.

8. FALL CLAUSE

8.1. The BIDDER undertakes that if has not supplied/is not supplying similar product/systems or subsystems at a price lower than that offered in the present bid in respect of any other Department of the Government of Jharkhand 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 Jharkhand or a PSU at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to the BUYER, if the contract has already been concluded.

9. INDEPENDENT MONITORS

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

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

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

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

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

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

10. FACILITATION OF INVESTIGATION

In case of any allegation of violation of any provisions of this Pact or payment of commission, the BUYER or its agencies shall be entitled to examine all the documents including the Books of Accounts of the BIDDER and the BIDDER shall provide necessary information of the relevant documents and shall extend all possible help for the purpose of such examination.

11. LAW AND PLACE OF JURISDICTION

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

12. OTHER LEGAL ACTIONS

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

13. VALIDITY

13.1. The validity of this Integrity Pact shall be from the date of its signing and extend up to 3 years or the complete execution of the contract to the satisfaction of both the

BUYER and the BIDDER/Seller whichever is later. In case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract.

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

The parties here by sign this Integrity Pact at.....on.....

BUYER SIGNATURE	**BIDDER SIGNATURE**
Name of the Officer	**CHIEF EXECUTTIVE OFFICER**
Designation	
Department/ PSU	
Witnesses	**Witnesses**
1).....	1).....
.....	.....
2).....	2).....
.....	.....

SECTION – XII

E-TENDER FOR EMPANELMENT OF PLACEMENT AGENCY

Price Schedule

SL. No.	Amount payable by Corporation	
(1)	(2)	(3)
1	Wages of manpower supplied by agency	As per Clause No. 9 of Section No. IV, Instruction to Bidders.
2	EPF/ESIC Contribution by Employer	Employees Provident Funds &Miscellaneous Provisions Act, 1952 and Rules framed under this Act along with time to time amendments.
3.	The management Charges of the agency (On the wages to be paid by the agency as per Clause No.9 of Section No. IV, Instruction to Bidders.).	%

Details of Shop and Manpower Required

Section-XIII		
Composite Liquor Shop + Foreign Liquor Shop + Country Liquor Shop		
Sl. No.	District	No of Shops
1	BOKARO	83
2	CHATRA	43
3	DEOGHAR	90
4	DHANBAD	140
5	DUMKA	82
6	East Singhbhum	110
7	Garhwa	54
8	Giridih	100
9	Godda	48
10	GUMLA	20
11	Hazaribag	79
12	Jamtara	36
13	KHUNTI	26
14	Koderma	53
15	Latehar	28
16	Lohardaga	15
17	Pakur	38
18	PALAMU	95
19	Ramgarh	43
20	Ranchi	180
21	Sahebganj	62
22	Seraikella kharsawan	64
23	SIMDEGA	15
24	WEST SINGHBHUM	60
Grand Total		**1564**

Numbers of Shop Manager and Shop Assistant for the concerned Retail Liquor Shops shall be decided by JSBCL as per the requirement to manage the shop commercial activities smoothly. On an average minimum One Shop Manager & Two Shop Assistant to be deployed on each Shops.

सत्यमेव जयते

झारखण्ड गजट

असाधारण अंक

झारखण्ड सरकार द्वारा प्रकाशित

10 चैत्र, 1944 (श०)

संख्या - 141 राँची, गुरूवार, 31 मार्च, 2022 (ई०)

उत्पाद एवं मद्य निषेद्य विभाग

अधिसूचना

31 मार्च, 2022

अधिसूचना

संख्याः-01/नीति-05-02/2022-648/ झारखण्ड उत्पाद अधिनियम, 1915 (झारखण्ड अधिनियम- II, 1915) की धारा 89 की उपधारा (1) एवं उप-धारा (3), धारा- 90 तथा धारा- 22 के अधीन शक्तियों का प्रयोग करते हुए झारखण्ड सरकार इस संबंध में निर्गत पूर्व के नियमों/अनुदेशों/उपबंधों तथा विभागीय अधिसूचना संख्या 2135 दिनांक 24.12.2018 द्वारा अधिसूचित "झारखंड उत्पाद (मदिरा की खुदरा बिक्री हेतु दुकानों की बंदोबस्ती एवं संचालन) नियमावली, 2018" को अधिक्रांत एवं पूर्व प्रकाशित शर्त्तों को शिथिल कर निम्नलिखित नियमावली बनाते हैं :-

1. **संक्षिप्त नाम, विस्तार तथा आरम्भ**-

(i) यह नियमावली **"झारखण्ड उत्पाद (झारखण्ड राज्य बिवरेजेज कॉरपोरेशन लिमिटेड के माध्यम से खुदरा उत्पाद दुकानों का संचालन) नियमावली, 2022"** कही जायेगी।

(ii) इसका विस्तार सम्पूर्ण झारखण्ड राज्य में होगा।

(iii) यह नियमावली अधिसूचना निर्गत होने की तिथि से प्रवृत्त होगी।

2. **परिभाषाएं** -

(i) **"अधिनियम"** से अभिप्रेत है, झारखण्ड उत्पाद अधिनियम, 1915 (यथा संशोधित);

(ii) **"राजस्व पर्षद्"** से अभिप्रेत है, सदस्य, राजस्व पर्षद्, झारखण्ड;

(iii) **"विभाग"** से अभिप्रेत है, उत्पाद एवं मद्य निषेध विभाग, झारखण्ड;

(iv) **"बोर्ड"** से अभिप्रेत है, झारखण्ड राज्य बिवरेजेज कॉरपोरेशन लिमिटेड का बोर्ड ऑफ डायरेक्टर;

(v) **"निगम"** से अभिप्रेत है, झारखण्ड राज्य बिवरेजेज कॉरपोरेशन लिमिटेड (JSBCL);

(vi) **"आयुक्त उत्पाद"** से अभिप्रेत है, आयुक्त उत्पाद, झारखण्ड;

(vii) **"प्रबंध निदेशक"** से अभिप्रेत है, झारखण्ड राज्य बिवरेजेज कॉरपोरेशन लिमिटेड के प्रबंध निदेशक;

(viii) **"अनुज्ञप्ति प्राधिकार अथवा अनुज्ञप्ति पदाधिकारी"** से अभिप्रेत है, जिला के उपायुक्त/समाहर्त्ता।

(ix) **"प्लेसमेंट एजेन्सी"** से अभिप्रेत है, खुदरा उत्पाद दुकानों के संचालन के निमित्त मानव संसाधन उपलब्ध कराने वाला प्रतिष्ठान/कम्पनी;

(x) **"दुकान प्रभारी/दुकान सहायक"** से अभिप्रेत है, खुदरा उत्पाद दुकानों में मदिरा की बिक्री हेतु प्लेसमेंट एजेन्सी के माध्यम से झारखण्ड राज्य बिवरेजेज कॉरपोरेशन लिमिटेड द्वारा नियुक्त कर्मी;

(xi) **"दुकान पर्यवेक्षक"** से अभिप्रेत है, खुदरा उत्पाद दुकानों के सुचारू रूप से संचालन हेतु JSBCL मुख्यालय के निदेशानुसार दुकानों के नियमित पर्यवेक्षण हेतु प्रतिनियुक्त कर्मी;

(xii) **"सुरक्षा एजेन्सी"** से अभिप्रेत है, खुदरा उत्पाद दुकानों/JSBCL एवं विभाग के अन्य प्रतिष्ठानों की सुरक्षा हेतु मानव संसाधन उपलब्ध कराने वाला प्रतिष्ठान/कम्पनी;

(xiii) **"मदिरा"** से अभिप्रेत है, झारखंड उत्पाद अधिनियम, 1915 की धारा 2 (14) में यथा परिभाषित पेय/शराब;

(xiv) **"विदेशी शराब"** से अभिप्रेत है, विभागीय अधिसूचना संख्या-470 एफ0 दिनांक-15 जनवरी, 1919 मे यथा परिभाषित;

(xv) **"अनुज्ञप्ति शुल्क"** से अभिप्रेत है, प्रत्येक प्रकार की खुदरा दुकानों के लिए निर्धारित अनुज्ञाशुल्क;

(xvi) **"उत्पाद वर्ष"** से अभिप्रेत है, 1ली अप्रैल से आरम्भ होकर आगामी कैलेन्डर वर्ष के 31 मार्च तक चलने वाला वित्तीय वर्ष अथवा सरकार द्वारा निर्धारित वित्तीय वर्ष;

(xvii) **"खुदरा बिक्री मूल्य"** से अभिप्रेत है, खुदरा उत्पाद दुकानों से ग्राहकों को उपलब्ध करायी जाने वाली मदिरा का विक्रय मूल्य;

(xviii) **"थोक बिक्री मूल्य"** से अभिप्रेत है, झारखंड उत्पाद अधिनियम, 1915 (अधिनियम-II, 1915) एवं इसके अंतर्गत अधिसूचित प्रवृत्त नियमावली के अनुसार समय-समय पर सक्षम प्राधिकार द्वारा निर्धारित किये गये मदिरा का अधिकतम थोक बिक्री मूल्य;

(xix) **"थोक विक्रेता"** से अभिप्रेत है, वैसे संस्थान, जिन्हें मदिरा के थोक बिक्री की अनुज्ञप्ति प्रदान की गई है;

(xx) **''संचयकर्त्ता''** से अभिप्रेत है, वैसे व्यक्ति/कम्पनी/फर्म, जिन्हें उत्पाद प्रपत्र 1C के तहत मदिरा के संचयन हेतु अनुज्ञप्ति निर्गत की गई हो;

(xxi) **''विहित प्रपत्र''** से अभिप्रेत है, सदस्य, राजस्व पर्षद्, की सहमति से विभाग द्वारा निर्गत प्रपत्र;

(xxii) **''उत्पाद कर (Excise Duty)''** से अभिप्रेत है, विभिन्न प्रकार की मदिरा पर राज्य सरकार द्वारा अधिरोपित किया जाने वाला कर;

(xxiii) **''उत्पाद परिवहन कर (Excise Transport Duty)''** से अभिप्रेत है, मदिरा की थोक बिक्री केन्द्र से खुदरा अनुज्ञप्ति परिसर में, मदिरा के परिवहन की अनुमति हेतु, अग्रिम रूप में अधिरोपित किया जाना वाला उत्पाद कर।

(xxiv) **''न्यूनतम प्रत्याभूत राजस्व (Minimum Guaranteed Revenue)''** से अभिप्रेत है, मदिरा पर अधिरोपित उत्पाद कर एवं उत्पाद परिवहन कर का योग।

(xxv) **''एक्स डिस्टलरी प्राइस (Ex-distillery Price)/एक्स ब्रीवरी प्राइस (Ex-brewery Price)/एक्स वाईनरी प्राइस (Ex-winery Price)''** से अभिप्रेत है, मदिरा के थोक विक्रेताओं द्वारा आपूर्त्तिकर्त्ता कम्पनी की सहमति से समर्पित मूल्य, जिसमें विनिर्माण लागत, पैकेजिंग लागत, समय-समय पर लागू विभिन्न प्रकार के कर/शुल्क (मूल्य वर्धित कर को छोड़कर), लाभांश तथा परिवहन व्यय इत्यादि सम्मिलित हो;

(xxvi) **''अतिरिक्त उत्पाद कर''** से अभिप्रेत है, देशी/मसालेदार/Flavoured देशी मदिरा, विदेशी शराब/बीयर इत्यादि के अधिकतम खुदरा बिक्री मूल्य को निम्नवत पूर्णांकित किये जाने के फलस्वरूप प्राप्त अंतर की धनराशि से है, जो JSBCL के द्वारा खुदरा उत्पाद दुकानों से मदिरा की बिक्री के उपरांत जमा की जायेगी-

क) 01 से 90 रूपये तक MRP वाली मदिरा - अगले 5 रू0 के गुणांक में पूर्णांकित की जायेगी।

ख) 91 से 950 रूपये तक MRP वाली मदिरा - अगले 10 रू0 के गुणांक में पूर्णांकित की जायेगी।

ग) 951 से 1950 रूपये तक MRP वाली मदिरा - अगले 50 रू0 के गुणांक में पूर्णांकित की जायेगी।

घ) 1951 से अधिक मूल्य की MRP वाली मदिरा - अगले 100 रू0 के गुणांक में पूर्णांकित की जायेगी।

(xxvii) **''ऑफ दुकान''** से अभिप्रेत है, जहाँ शराब का उपभोग अनुज्ञप्ति परिसर में अनुमत न हो।

(xxviii) **''ऑन दुकान''** से अभिप्रेत है, जहाँ शराब का उपभोग अनुज्ञप्ति परिसर में अनुमत हो एवं यह प्रसाधन एवं स्वच्छ पेयजल की व्यवस्था से युक्त हो।

(xxix) **''मॉडल शॉप दुकान''**, से अभिप्रेत है, मॉल/मार्केटिंग कम्प्लेक्स में JSBCL द्वारा संचालित प्रीमियम ब्राण्ड की विदेशी मदिरा की दुकानें;

(xxx) **''पॉपुलर ब्रांड''** से अभिप्रेत है, मदिरा [भारत निर्मित विदेशी मदिरा/बीयर/वाईन/आयातित विदेशी मदिरा (मूल में बोतलबंद)] के वैसे ब्राण्ड, जिनका संपूर्ण झारखंड राज्य में बाजार हिस्सेदारी (Market Share) अपने कटेगरी में 10% से अधिक हो। समय-समय पर आयुक्त उत्पाद के द्वारा पॉपुलर ब्रांड की सूची बिक्री के अनुसार जारी की जायेगी। अनुज्ञाधारी मदिरा के सभी पॉपुलर ब्राण्ड को दुकान में अवश्य रखेंगे।

नोट:- इस नियमावली में प्रयुक्त अन्य शब्द जो इस नियमावली में परिभाषित नहीं है, का तात्पर्य वही होगा, जो झारखण्ड उत्पाद अधिनियम, 1915 एवं उसके अन्तर्गत बनाई गई अन्य प्रवृत्त नियमावली में है।

3. **नियमावली का लागू होना**- यह नियमावली देशी शराब दुकान, विदेशी शराब दुकान तथा शराब की कम्पोजिट दुकानों में शराब की खुदरा बिक्री की ''अनन्य विशेषाधिकार अनुज्ञप्ति'' झारखण्ड राज्य बिवरेजेज कॉरपोरेशन लिमिटेड को प्रदान करने के लिए लागू होगी।

4. **झारखण्ड राज्य बिवरेजेज कॉरपोरेशन लिमिटेड द्वारा चलाये जानेवाले खुदरा उत्पाद दुकान का प्रकार**- सामान्यतः झारखण्ड राज्य बिवरेजेज कॉरपोरेशन लिमिटेड के द्वारा निम्न प्रकार की मदिरा के दुकानों का संचालन किया जाएगा:-

(i) **देशी मदिरा की ऑफ दुकान**- इन दुकानों में विभिन्न प्रकार के देशी शराब की बिक्री की जाएगी।

(ii) **विदेशी शराब की ऑफ दुकान**- इन दुकानों में व्हिस्की, ब्राण्डी, रम, जीन, वाईन आयातित विदेशी मदिरा, बीयर, ब्रीजर, झारखण्ड मिडियम लिकर इत्यादि के अतिरिक्त अन्य कोई शराब जिसे अधिसूचना संख्या-470 एफ0 दिनांक- 15 जनवरी, 1919 के तहत विदेशी शराब घोषित किया गया हो, की बिक्री की जाएगी।

(iii) **कम्पोजिट दुकान**- कम्पोजिट दुकान ग्रामीण क्षेत्रों के अतिरिक्त आवश्यकतानुसार शहरी क्षेत्रों में भी खोली जा सकेगी। इन दुकानों से देशी शराब/विदेशी शराब/आयातित विदेशी शराब इत्यादि की बिक्री की जाएगी।

(iv) देशी शराब दुकान/विदेशी शराब दुकान/शराब की कम्पोजिट दुकान में मदिरा की ऑन बिक्री की अनुमति झारखण्ड राज्य बिवरेजेज कॉरपोरेशन लिमिटेड के अनुरोध पर उपायुक्त दे सकेंगे। ऑन दुकानों के लिए झारखण्ड उत्पाद अधिनियम, 1915 में स्थल से संबंधित वर्णित शर्त्तो का अनुपालन आवश्यक होगा।

(v) **JSBCL द्वारा संचालित मॉडल खुदरा उत्पाद दुकानें** -

JSBCL के द्वारा मॉल/ Marketing Complex में राँची जिला में 2, धनबाद जिला में 1 एवं जमशेदपुर जिला में 1 विदेशी शराब की ऑफ दुकान की अनुज्ञप्ति प्राप्त की जायेगी, जिसे आयुक्त उत्पाद की अनुमति के उपरांत ऑन दुकान में भी परिवर्तित किया जा सकेगा।

नोट:- आयातित विदेशी मदिरा की बिक्री के लिये झारखण्ड राज्य बिवरेजेज कॉरपोरेशन लिमिटेड को अलग से 50,000/- रू0 वार्षिक विशेषाधिकार शुल्क नहीं देना होगा, जैसा कि ''विदेशों में निर्मित बोतलबंद तथा भारत में आयातित विदेशी मदिरा (Bottled-in-origin) के झारखण्ड राज्य में आयात, वितरकता, थोक एवं खुदरा बिक्री नियमावली, 2012'' में प्रावधानित है।

5. **झारखण्ड राज्य बिवरेजेज कॉरपोरशन लिमिटेड की दुकानों की संख्या का निर्धारण** :-

(i) झारखंड उत्पाद अधिनियम, 1915 तथा इसके अंतर्गत अधिसूचित नियम में वर्णित शर्त्तों के अनुसार प्रत्येक आगामी वित्तीय वर्ष के लिए विभिन्न प्रकार की मदिरा की दुकानों की संख्या तथा उनकी अवस्थिति का निर्धारण प्रत्येक जिला के सहायक आयुक्त उत्पाद/अधीक्षक उत्पाद के द्वारा जिला के उपायुक्त से सहमति प्राप्त कर की जायेगी। जिला के उपायुक्त द्वारा निर्धारित संख्या में आवश्यकतानुसार आयुक्त उत्पाद के द्वारा परिवर्तन किया जा सकेगा।

(ii) जिला के उपायुक्त यदि आवश्यक समझें, तो उत्पाद अनुज्ञप्ति अवधि के मध्य में भी वे खुदरा उत्पाद दुकानों की संख्या को कम या अधिक करने का प्रस्ताव आयुक्त उत्पाद को भेज सकते हैं। जिला के उपायुक्त द्वारा प्रेषित प्रस्ताव पर आयुक्त उत्पाद के विचारोपरांत निर्णय लिया जायेगा। जिला के उपायुक्त को विभाग की सहमति एवं असहमति संसूचित की जायेगी। इस संबंध में आयुक्त उत्पाद का निर्णय अंतिम होगा।

6. **खुदरा उत्पाद दुकानों हेतु अनुज्ञप्ति निर्गत किया जाना** :-

(i) जिला के उपायुक्त के द्वारा खुदरा उत्पाद दुकानों की संख्या के निर्धारण के पश्चात् आगामी वित्तीय वर्ष के लिए खुदरा उत्पाद दुकानों की बन्दोबस्ती का प्रस्ताव झारखण्ड उत्पाद अधिनियम, 1915 में वर्णित सभी प्रक्रियाओं का पालन करते हुये आयुक्त उत्पाद के पास भेजा जाएगा। आयुक्त उत्पाद के द्वारा बन्दोबस्ती प्रस्ताव पर सहमति

देने के पश्चात जिला के उपायुक्त के द्वारा झारखण्ड राज्य बिवरेजेज कॉरपोरेशन लिमिटेड को दुकानवार अनुज्ञप्ति देने के लिए अग्रेतर कार्रवाई की जाएगी।

(ii) बन्दोबस्ती प्रस्ताव के अनुसार आयुक्त उत्पाद से प्राप्त अनुमोदन के आधार पर झारखण्ड राज्य बिवरेजेज कॉरपोरेशन लिमिटेड के द्वारा सभी प्रकार की मदिरा की खुदरा अनुज्ञप्तियों के लिए आवेदन-पत्र विहित प्रपत्र के साथ जिला उत्पाद कार्यालय में समर्पित किया जाएगा।

(iii) झारखण्ड राज्य बिवरेजेज कॉरपोरशन लिमिटेड के माध्यम से आवेदन प्राप्त होने के उपरान्त जिला के उपायुक्त सभी प्रकार की मदिरा की खुदरा दुकानों के लिए एक उत्पाद वर्ष अथवा उत्पाद वर्ष के मध्य में बन्दोबस्ती होने पर आगामी कैलेण्डर वर्ष के 31 मार्च तक के लिए इस नियमावली के साथ संलग्न परिशिष्ट के अनुसार विहित प्रपत्र में अनुज्ञप्ति निर्गत करेंगे।

(iv) अनुज्ञप्ति अवधि में खुदरा उत्पाद दुकानों की अनुज्ञप्ति किसी कारण से गुम हो जाने अथवा नष्ट हो जाने पर झारखण्ड राज्य बिवरेजेज कॉरपोरशन लिमिटेड के द्वारा डुप्लीकेट अनुज्ञप्ति के लिए जिला उत्पाद कार्यालय में आवेदन पत्र देना होगा। आवेदन पत्र के साथ स्थानीय थाना में दर्ज प्राथमिकी की प्रति भी लगानी होगी। उपायुक्त के द्वारा जाँचोपरान्त डुप्लीकेट अनुज्ञप्ति निर्गत करने का आदेश जिला के सहायक आयुक्त उत्पाद/अधीक्षक उत्पाद को दिया जाएगा।

(v) झारखण्ड राज्य बिवरेजेज कॉरपोरेशन लिमिटेड के विभिन्न खुदरा उत्पाद दुकानों के लिए अनुज्ञप्ति शुल्क निम्नवत वसूलनीय होगा-

(क) विदेशी मदिरा की ऑफ दुकान तथा ऑन एवं ऑफ कम्पोजिट दुकान के लिए अनुज्ञप्ति शुल्क -

क्र॰ सं॰	अनुज्ञप्ति क्षेत्र का नाम	वार्षिक अनुज्ञप्ति शुल्क (अनुज्ञप्ति प्राप्ति के पूर्व एकमुश्त जमा करने हेतु)
1	सभी नगर निगम क्षेत्र, बोकारो स्टील सिटी, जमशेदपुर अधिसूचित क्षेत्र शहरी एवं इनके तीन किलोमीटर के परिधीय क्षेत्र में	रू0 100000/- (एक लाख)
2	सभी नगर परिषद क्षेत्र एवं इनके दो किलोमीटर के परिधीय क्षेत्र में	रू0 75000/- (पचहत्तर हजार)
3	सभी नगर पंचायत क्षेत्र एवं इनके एक किलोमीटर के परिधीय क्षेत्र में	रू0 50000/- (पचास हजार)
4	सभी जिलों के प्रखण्ड मुख्यालय (नगर निगम क्षेत्र एवं नगर परिषद क्षेत्र में अवस्थित प्रखण्ड मुख्यालय को छोड़कर) एवं ग्रामीण क्षेत्रों में	रू0 25000/- (पच्चीस हजार)

(ख) देशी मदिरा की ऑन एवं ऑफ दुकान के लिए अनुज्ञप्ति शुल्क -

क्र॰ सं॰	अनुज्ञप्ति क्षेत्र का नाम	वार्षिक अनुज्ञप्ति शुल्क (अनुज्ञप्ति प्राप्ति के पूर्व एकमुश्त जमा करने हेतु)

1	सभी नगर निगम क्षेत्र, बोकारो स्टील सिटी, जमशेदपुर अधिसूचित क्षेत्र शहरी एवं इनके तीन किलोमीटर के परिधीय क्षेत्र में	रू0 50000/- (पचास हजार)
2	सभी नगर परिषद क्षेत्र एवं इनके दो किलोमीटर के परिधीय क्षेत्र में	रू0 40000/- (चालीस हजार)
3	सभी नगर पंचायत क्षेत्र एवं इनके एक किलोमीटर के परिधीय क्षेत्र में	रू0 25000/- (पच्चीस हजार)
4	सभी जिलों के प्रखण्ड मुख्यालय (नगर निगम क्षेत्र एवं नगर परिषद क्षेत्र में अवस्थित प्रखण्ड मुख्यालय को छोड़कर) एवं ग्रामीण क्षेत्रों में	रू0 15000/- (पन्द्रह हजार)

(iv) दुकानों की अनुज्ञप्ति संख्या युनिक (Unique) होगी। इसे निम्नवत लिखा जायेगा:-

जिला का नाम (अंग्रेजी वर्णमाला का प्रथम तीन अक्षर)/अनुज्ञप्ति का प्रकार (संक्षिप्त कोड में)/ अनुज्ञप्ति संख्या/वित्तीय वर्ष। उदाहरणस्वरूप - राँची जिला की विदेशी शराब दुकान की अनुज्ञप्ति संख्या निम्नवत लिखी जायेगी - RNC_FL_001/2022-23.

7 **JSBCL द्वारा संचालित मॉडल शॉप**- इसका अनुज्ञप्ति शुल्क रू0 1,00,000/- (एक लाख रूपये) प्रति वित्तीय वर्ष या वर्ष के भाग के लिए होगा। इन दुकानों से भारत निर्मित विदेशी मदिरा, आयातित विदेशी मदिरा (मूल में बोतलबंद), लागर बीयर एवं वाईन इत्यादि की बिक्री की जायेगी। परिसर में प्रीमियम ब्राण्ड की भारत निर्मित विदेशी मदिरा एवं आयातित विदेशी मदिरा (मूल में बोतलबंद) जिसका अधिकतम खुदरा बिक्री मूल्य 1500 रूपये से अधिक हो तथा आयातित विदेशी मदिरा (मूल में बोतलबंद) सभी पैक साईज में, के अतिरिक्त केवल लागर बीयर, जिसका MRP रू0 150/- (एक सौ पचास रूपये) से कम न हो, एवं वाईन इत्यादि सभी पैक साईज में बिक्री की जायेगी।

इन दुकानों हेतु JSBCL द्वारा मदिरा झारखंड राज्य में कार्यरत थोक विक्रेता अनुज्ञाधारियों से प्राप्त की जायेगी। JSBCL झारखंड राज्य में अनुज्ञप्ति प्राप्त थोक विक्रेता अनुज्ञप्तिधारियों के अतिरिक्त, भारत निर्मित विदेशी मदिरा, आयातित विदेशी मदिरा (मूल में बोतलबंद), बीयर, वाईन इत्यादि की अन्य आपूर्त्तिकर्त्ताओं, जिन्हें राज्य में वितरकता अनुज्ञप्ति प्राप्त नहीं है, से भी द्विपक्षीय करार के तहत आयुक्त उत्पाद की अनुमति से मदिरा प्राप्त कर इन दुकानों से बिक्री कर सकेंगे। इस प्रकार के द्विपक्षीय करार के तहत प्राप्त किये जाने वाले मदिरा के ब्राण्डों का लेबल निबंधन इत्यादि से संबंधित बाध्यता के प्रावधान में छूट आयुक्त उत्पाद के स्तर से प्रदान की जा सकेगी। JSBCL द्वारा संचालित मॉडल शॉप से मदिरा के बिक्री के उपरान्त ही देय राशि का भुगतान थोक विक्रेताओं/ आपूर्त्तिकर्त्ताओं को पाक्षिक अवधि में किया जायेगा। मॉडल शॉप से मदिरा की बिक्री के माध्यम से प्राप्त उत्पाद कर एवं अतिरिक्त उत्पाद कर राज्य कोषागार में जमा कर दिया जायेगा।

मॉल/ Marketing Complex में JSBCL द्वारा संचालित मॉडल खुदरा उत्पाद दुकानों के संचालन हेतु मॉल/दुकान मालिक को किराया का भुगतान JSBCL द्वारा किया जायेगा। JSBCL आपूर्त्तिकर्त्ताओं से उनके ब्राण्डों के डिस्प्ले हेतु उपयोग किये जा रहे क्षेत्रफल के अनुसार किराया प्राप्त कर सकता है।

8. **खुदरा उत्पाद दुकानों की अनुज्ञप्ति की कालावधि**:- यह कालावधि एक उत्पाद वर्ष या उसके भाग के लिए होगी जिसके लिए अनुज्ञप्ति स्वीकृत किया गया है। अनुज्ञप्ति का नवीकरण ऐसे शर्त्तों पर किया जा सकता है, जो राज्य सरकार द्वारा विनिश्चित किया जाय।

9. **अनुज्ञप्ति के नवीकरण की प्रक्रिया**:- प्रत्येक आगामी उत्पाद वर्ष में राज्य सरकार द्वारा निर्धारित नीति के अनुरूप झारखण्ड राज्य बिवरेजेज कॉरपोरेशन लिमिटेड के द्वारा अनुज्ञप्ति नवीकरण हेतु आवेदन समर्पित किया जाएगा। आवेदन निर्धारित वार्षिक अनुज्ञाशुल्क के साथ जमा किया जाएगा। अनुज्ञप्तियों का नवीकरण जिला के उपायुक्त के द्वारा चालू वित्तीय वर्ष की अंतिम तिथि के पूर्व अनिवार्य रूप से कर दिया जाएगा।

10. **खुदरा उत्पाद दुकानों की अवस्थिति**:-

(i) खुदरा उत्पाद दुकानों की अवस्थिति से संबंधित झारखण्ड उत्पाद अधिनियम में वर्णित नियम के अतिरिक्त समय-समय पर माननीय सर्वोच्च न्यायालय द्वारा पारित न्याय निर्णय, सिविल अपील संख्या 12164-12166/2016 - ''State of Tamilnadu Vrs. K. Balu & ANR'' को दृष्टिपथ रखते हुये जिला के उपायुक्त के द्वारा दुकानों का स्थल निर्धारित किया जाएगा। झारखण्ड राज्य बिवरेजेज कॉरपोरेशन लिमिटेड के द्वारा खुदरा उत्पाद दुकानों से संबंधित स्थल का आवेदन समर्पित करने के उपरान्त एक सप्ताह के अन्दर जिला के सहायक आयुक्त उत्पाद/अधीक्षक उत्पाद खुदरा उत्पाद दुकानों के स्थल का अनुमोदन करेंगे। आपत्ति रहित स्थल प्राप्त करने की जिम्मेवारी झारखण्ड राज्य बिवरेजेज कॉरपोरेशन लिमिटेड की होगी।

(ii) झारखण्ड राज्य बिवरेजेज कॉरपोरेशन लिमिटेड के माध्यम से खुदरा उत्पाद दुकानों के संचालन के क्रम में आने वाली व्यावहारिक कठिनाईयों को दृष्टिपथ रखते हुए खुदरा उत्पाद दुकानों के स्थल स्थानान्तरण की अनुमति जिला के उपायुक्त के द्वारा इस शर्त्त पर दी जा सकेगी कि खुदरा उत्पाद दुकानों के स्थानान्तरण के लिए प्रस्तावित स्थल झारखण्ड उत्पाद अधिनियम, 1915 में वर्णित नियमों तथा एतद् संबंधी माननीय सर्वोच्च न्यायालय द्वारा पारित न्याय निर्णय के अनुकूल हो।

11. **झारखण्ड राज्य बिवरेजेज कॉरपोरेशन लिमिटेड के खुदरा उत्पाद दुकानों पर लगने वाले डिस्पले बोर्ड से संबंधित प्रक्रिया**:- झारखण्ड राज्य बिवरेजेज कॉरपोरेशन लिमिटेड द्वारा संचालित की जानेवाली प्रत्येक खुदरा उत्पाद दुकानों के उपर 3 x 8 फीट का एक डिस्पले बोर्ड लगाया जाएगा। बोर्ड पर दुकान का प्रकार, अनुज्ञप्तिधारी का नाम, वित्तीय वर्ष, अनुज्ञप्ति संख्या, विक्रेता का नाम तथा निचले भाग में लाल रंग से बड़े-बड़े अक्षरों में ''मदिरा

पान स्वास्थ्य के लिए हानिकारक'' है लिखा जाएगा, साथ ही प्रत्येक खदुरा उत्पाद दुकान पर राज्य में स्वीकृत सभी प्रकार के मदिरा के सभी लेबलों का धारितावार विवरण अद्यतन खुदरा बिक्री मूल्य सहित एक सूचना पट्ट पर उद्धृत करना अनिवार्य होगा एवं MRP दर से अधिक राशि का भूगतान न करें, भी प्रदर्शित कराना होगा।

12. **खुदरा उत्पाद दुकानों के कार्य करने की अवधि**:-खुदरा उत्पाद दुकानें पूर्वाह्न 10:00 बजे से रात्रि 10:00 बजे तक संचालित की जा सकेंगी।

13. **खुदरा उत्पाद दुकानों से कुछ व्यक्तियों को मदिरा की बिक्री प्रतिबंधित किया जानाः**- वैसे सभी व्यक्ति जिनकी आयु 21 वर्ष से कम प्रतीत होती है, उसे मदिरा की बिक्री नहीं की जाएगी। इसके अतिरिक्त यदि विक्रेता को ऐसा प्रतीत होता है कि मदिरा का क्रय करनेवाला व्यक्ति पूर्व से ही अधिक मदिरा का पान किया हुआ है तो उसे भी मदिरा की बिक्री नहीं की जाएगी।

14. **खुदरा उत्पाद दुकानों को बन्द करना (शुष्क दिवस)**:-

(i) खुदरा उत्पाद दुकानें 26 जनवरी, 15 अगस्त, 2 अक्टूबर, विजयादशमी, रामनवमी, होली एवं मुहर्रम पर्व के अवसर पर बंद रहेंगी। इसके अतिरिक्त जिला के उपायुक्त केवल विधि व्यवस्था की समस्या उत्पन्न होने पर अथवा निर्वाचन कार्य इत्यादि, के लिए यदि आवश्यक समझें, तो आत्मभारित आदेश पारित कर खुदरा उत्पाद दुकानों की बंदी किसी क्षेत्र विशेष अथवा संपूर्ण जिले में करा सकेंगे।

(ii) केवल विधि व्यवस्था की समस्या उत्पन्न होने की आशंका के आधार पर खुदरा उत्पाद दुकानों को बंद नहीं कराया जायेगा।

(iii) अपरिहार्य कारणों से शराब की आपूर्त्ति में विलंब, किसी अन्य विधि व्यवस्था अथवा दैवीय विपत्ति या प्राकृतिक प्रकोप, सामाजिक आंदोलनों आदि संबंधी समस्याओं के फलस्वरूप यदि किसी प्रकार की कोई क्षति होती है, तो अनुज्ञप्तिधारी को किसी प्रकार क्षतिपूर्त्ति सरकार द्वारा देय नहीं होगी।

15. **झारखण्ड राज्य बिवरेजेज कॉरपोरेशन लिमिटेड के दुकानों के लिए न्यूनतम प्रत्याभूत राजस्व का निर्धारण**:- झारखण्ड राज्य बिवरेजेज कॉरपोरेशन लिमिटेड के प्रबंध निदेशक तथा आयुक्त उत्पाद के द्वारा संयुक्त रूप से विगत वर्षो के बिक्री के आँकड़ों एवं वर्त्तमान समय के बिक्री ट्रेंड का आकलन करते हुये बिक्री की राशि से संबंधित लक्ष्य का निर्धारण किया जाएगा, ताकि बिक्री राशि में समाहित उत्पाद राजस्व की प्राप्ति कुप्रभावित नहीं हो। संबंधित दुकानों के लिए निर्धारित बिक्री लक्ष्य के अनुरूप प्राप्त होने वाले मासिक न्यूनतम प्रत्याभूत राजस्व में कमी रहने पर संबंधित प्लेसमेंट एजेन्सी की जिम्मेवारी तय की जायेगी। उक्त राजस्व क्षति की वसूली प्लेसमेंट एजेन्सी के द्वारा जमा किये गये बैंक गारंटी से क्षतिपूर्त्ति के लिए राज्यसात किया जायेगा। इस संदर्भ में नियमानुसार प्रशासनिक कार्रवाई JSBCL द्वारा किया जायेगा।

16. **मदिरा के मानव उपभोग योग्य नहीं रहने पर मदिरा के निष्पादन की प्रक्रिया**:-

(i) किसी भी प्रकार की मदिरा के लिये रसायन विश्लेषक से यह प्रतिवेदन प्राप्त होने पर कि यह अब मानव उपभोग योग्य नहीं है तो झारखण्ड राज्य बिवरेजेज कॉरपोरेशन लिमिटेड के द्वारा जिला के सहायक आयुक्त उत्पाद/अधीक्षक उत्पाद के समक्ष इसके विनष्टीकरण के लिये आवेदन किया जाएगा। इस प्रकार की मदिरा के विनष्टीकरण के लिए सहायक आयुक्त उत्पाद/अधीक्षक उत्पाद आदेश करेंगे। सहायक आयुक्त उत्पाद/अधीक्षक उत्पाद स्वयं अथवा अपने प्रतिनिधि एवं झारखण्ड राज्य बिवरेजेज कॉरपोरेशन लिमिटेड के प्रतिनिधि तथा मदिरा के थोक बिक्रेता के प्रतिनिधि के समक्ष मदिरा का विनिष्टीकरण करेंगे। एतद् संबंधी नोटिस दिये जाने के बावजूद यदि मदिरा के थोक विक्रेता कम्पनी के प्रतिनिधि उपस्थित नहीं होते है, तो उनकी अनुपस्थिति में भी मदिरा का विनष्टीकरण किया जाएगा। विनष्टीकरण के पश्चात् झारखण्ड राज्य बिवरेजेज कॉरपोरेशन लिमिटेड की खुदरा उत्पाद दुकानें अपने स्कंध पंजी से ऐसे स्कंध को घटा देंगे। उक्त नष्ट की गई मदिरा के कर की वसूली संबंधित थोक विक्रेता अनुज्ञप्तिधारी से खुदरा बिक्री मूल्य की दर पर झारखंड राज्य बिवरेजेज कॉरपोरेशन लिमिटेड द्वारा किया जायेगा।

(ii) Non-saleable/अनिबंधित/अनवीकृत लेबलों के बोतलों की वापसी/विनष्टीकरण आयुक्त उत्पाद के निदेशानुसार की जा सकेगी।

17. **मदिरा का थोक बिक्री मूल्य एवं खुदरा बिक्री मूल्य के निर्धारण की प्रक्रिया**:- राज्य सरकार/सदस्य, राजस्व पर्षद द्वारा निर्धारित फार्मूला एवं झारखंड उत्पाद (लेबल, निबंधन एवं मद्य दर निर्धारण) नियमावली, 2014 समय-समय पर यथा संशोधित के प्रावधानों के तहत आयुक्त उत्पाद के द्वारा मदिरा के खुदरा बिक्री मूल्य एवं थोक बिक्री मूल्य का निर्धारण किया जायेगा।

18. **विभिन्न प्रकार की मदिरा पर अधिरोपित किया जाने वाला राजस्व**:-

(i) **भारत निर्मित विदेशी शराब**:-

क्र॰	मदिरा का प्रकार	***EDP प्रति केस*** **(Duty Slab)** (रू0 में)	उत्पाद राजस्व (उत्पाद कर @ 5% एवं उत्पाद परिवहन कर @ 95% का योग)
1	25^0UP की भारत निर्मित विदेशी शराब (विहस्की, रम, ब्राण्डी, वोडका, जिन/**LAB**/वाईन इत्यादि)	0-700	रू0 270/ प्रूफ लीटर
2	25^0UP की भारत निर्मित विदेशी शराब (विहस्की, रम, ब्राण्डी, वोडका, जिन/**LAB**/वाईन इत्यादि)	701 से 1000 तक	रू0 710/ प्रूफ लीटर
3	25^0UP की भारत निर्मित विदेशी शराब (विहस्की, रम, ब्राण्डी, वोडका, जिन/**LAB**/वाईन इत्यादि)	1001 से 1550 तक	रू0 760/ प्रूफ लीटर
4	25^0UP की भारत निर्मित विदेशी शराब (विहस्की, रम, ब्राण्डी, वोडका, जिन/**LAB**/वाईन इत्यादि)	1550 से अधिक एवं 3000 तक	रू0 850/ प्रूफ लीटर

5	25^0UP की भारत निर्मित विदेशी शराब (विहस्की, रम, ब्राण्डी, वोडका, जिन/**LAB**/वाईन इत्यादि)	3000 से अधिक एवं 5000 तक	रू0 880/ प्रूफ लीटर
6	25^0UP की भारत निर्मित विदेशी शराब (विहस्की, रम, ब्राण्डी, वोडका, जिन/**LAB**/वाईन इत्यादि)	5000 से अधिक	रू0 1100/ प्रूफ लीटर

नोट- LAB = Low Strength Alcohlic Beverages

(ii) बीयर के लिए उत्पाद कर बल्क लीटर के आधार से निम्ननुसार प्रस्तावित है:-

क्र॰ सं॰	मदिरा का प्रकार	उत्पाद राजस्व (उत्पाद कर@5% एवं उत्पाद परिवहन कर@95% का योग)
1	शून्य से 5%v/v तक शक्ति की बीयर	रू0 56/ बल्क लीटर
2	5%v/v से अधिक एवं 8%v/v तक की शक्ति की बीयर	रू0 115/ बल्क लीटर
3	8%v/v से अधिक शक्ति की बीयर	रू0 125/ बल्क लीटर

(iii) देशी शराब/मसालेदार/Flavoured देशी शराब के ऊपर अधिरोपित की जाने वाली उत्पाद कर की संरचना -

क्र॰ सं॰	मदिरा का प्रकार	उत्पाद राजस्व (उत्पाद कर@ 5% एवं उत्पाद परिवहन कर@ 95% का योग)
1	देशी शराब	रू0 163.00 प्रति प्रूफ लीटर

(iv) आयातित विदेशी मदिरा (मूल में बोतलबंद) हेतु भारत निर्मित विदेशी शराब पर अधिरोपित की जानी वाली उत्पाद कर (उपकंडिका-I) का आधा उत्पाद कर अधिरोपित किया जायेगा।

(v) ''उत्पाद राजस्व'' को ''उत्पाद कर'' एवं ''उत्पाद परिवहन कर'' के रूप में विभक्त करते हुए, ''उत्पाद कर'' को 5% एवं ''उत्पाद परिवहन कर'' को 95% के अनुपात में उद्ग्रहित किया जायेगा, जिसके अनुसार ''उत्पाद कर'' का भुगतान मदिरा के थोक विक्रेता अनुज्ञप्तिधारी के द्वारा तथा ''उत्पाद परिवहन कर'' का भुगतान खुदरा अनुज्ञाधारी के द्वारा किया जायेगा।

19. **झारखण्ड राज्य बिवरेजेज कॉरपोरेशन लिमिटेड के खुदरा उत्पाद दुकानों के स्कंध का संधारण एवं प्रबंधन**:-

(i) झारखण्ड राज्य बिवरेजेज कॉरपोरेशन लिमिटेड, खुदरा उत्पाद दुकानों में स्थानीय ग्राहकों की माँग के अनुरूप मदिरा के विभिन्न प्रकार के ब्राण्डों एवं पॉपुलर ब्राण्डों का संधारण करेगा ताकि सभी वर्ग के ग्राहकों की माँग पूरी की जा सके एवं राजस्व की क्षति न हो।

(ii) खुदरा उत्पाद दुकानों में हो रहे बिक्री के अनुसार विभिन्न प्रकार की मदिरा के ब्राण्डों का भण्डारण एवं स्कंध का प्रबंधन झारखण्ड राज्य बिवरेजेज कॉरपोरेशन लिमिटेड के द्वारा सुनिश्चित किया जाएगा।

(iii) विभाग द्वारा निर्धारित विहित प्रपत्र में झारखण्ड राज्य बिवरेजेज कॉरपोरेशन लिमिटेड के द्वारा खुदरा उत्पाद दुकान में मौजूद स्कंध का संधारण किया जाएगा। Track & Trace System तथा ECMS व्यवस्था लागू होने के उपरांत भी इन्हीं प्रपत्रों में स्कन्ध का संधारन ऑनलाइन व्यवस्था के तहत किया जायेगा।

(iv) झारखण्ड राज्य बिवरेजेज कॉरपोरेशन लिमिटेड दुकानों के सुचारू रूप से संचालन हेतु निगम झारखण्ड उत्पाद अधिनियम से संगत स्वयं की प्रक्रिया का निर्धारण बोर्ड की सहमति से कर सकेगा।

(v) झारखण्ड राज्य बिवरेजेज कॉरपोरेशन लिमिटेड को झारखण्ड उत्पाद अधिनियम के तहत वर्णित प्रावधानों, नियमों, उप-नियमों तथा आयुक्त उत्पाद द्वारा समय-समय पर निर्गत सभी आदेशों का पालन करना होगा।

(vi) जिलान्तर्गत झारखण्ड राज्य बिवरेजेज कॉरपोरेशन लिमिटेड की एक दुकान से दूसरे दुकान में मदिरा का स्थानान्तरण का आदेश सहायक आयुक्त उत्पाद/अधीक्षक उत्पाद के द्वारा दुकान प्रभारी के अभ्यावेदन पर जाँचोपरान्त राजस्व हित में आवश्यक होने पर किया जा सकेगा। जिला से बाहर मदिरा का स्थानांतरण प्रबंध निदेशक, JSBCL से NOC प्राप्त करने के उपरांत आयुक्त उत्पाद के द्वारा अनुमोदन प्राप्त कर किया जा सकेगा।

20. **झारखण्ड राज्य बिवरेजेज कॉरपोरेशन लिमिटेड के खुदरा दुकानों में मौजूद एवं बिक्री की गई स्कंध का अंकेक्षणः**- किसी प्रकार की वित्तीय अनियमितता को रोकने के उद्देश्य से झारखण्ड राज्य बिवरेजेज कॉरपोरेशन लिमिटेड के प्रत्येक दुकान का प्रत्येक माह के स्कंध का अंकेक्षण, अंकेक्षक के द्वारा किया जाना आवश्यक है। इन अंकेक्षकों की नियुक्ति झारखण्ड राज्य बिवरेजेज कॉरपोरेशन लिमिटेड के द्वारा बोर्ड की सहमति के उपरान्त की जाएगी। निगम अंकेक्षक द्वारा किये गये खुदरा उत्पाद दुकानों के अंकेक्षण से संबंधित रिपोर्ट संबंधित जिला उत्पाद पदाधिकारी, उत्पाद मुख्यालय/JSBCL मुख्यालय को नियमित रूप से उपलब्ध कराना सुनिश्चित करेगा।

21. **झारखण्ड राज्य बिवरेजेज कॉरपोरेशन लिमिटेड के खुदरा उत्पाद दुकानों का निरीक्षण**:- उत्पाद विभाग के सहायक अवर निरीक्षक उत्पाद से अन्यून सभी उत्पाद पदाधिकारी अपने क्षेत्राधिकार के अन्तर्गत झारखण्ड राज्य बिवरेजेज कॉरपोरेशन लिमिटेड के खुदरा उत्पाद दुकानों का निरीक्षण कर सकेंगे। संबंधित उत्पाद पदाधिकारी खुदरा उत्पाद दुकानों में पाई गई अनियमतता से संबंधित प्रतिवेदन अपने सहायक आयुक्त उत्पाद/अधीक्षक उत्पाद के माध्यम से शीघ्र निगम/विभाग के मुख्यालय को उपलब्ध कराना सुनिश्चित करेंगे।

22. **झारखण्ड राज्य बिवरेजेज कॉरपोरेशन लिमिटेड के खुदरा उत्पाद दुकानों में मदिरा की आपूर्ति हेतु पारक निर्गत करने की प्रक्रिया**:-

(i) झारखण्ड राज्य बिवरेजेज कॉरपोरेशन लिमिटेड के खुदरा उत्पाद दुकानों में मदिरा की आपूर्ति हेतु खुदरा उत्पाद दुकान पर्यवेक्षक अथवा सहायक अवर निरीक्षक उत्पाद से अन्यून स्तर के पदाधिकारी द्वारा जिला उत्पाद कार्यालय में ऑनलाईन आवेदन समर्पित किया जाएगा। आवेदन के आधार पर सहायक आयुक्त उत्पाद/अधीक्षक उत्पाद के द्वारा वांछित उत्पाद कर के भुगतान के उपरांत पारक निर्गत किया जाएगा। निर्गत पारक के आधार पर मदिरा का परिवहन झारखण्ड राज्य बिवरेजेज कॉरपोरेशन लिमिटेड के संचयकर्त्ता गोदाम से खुदरा उत्पाद दुकानों में इस कार्य हेतु JSBCL द्वारा चिन्हित परिवहन एजेन्सी के माध्यम से की जाएगी।

(ii) जिलान्तर्गत होटल, रेस्तराँ, बार एवं क्लब की अनुज्ञप्तियों को मदिरा का विक्रय करने हेतु प्रत्येक जिला में सहायक आयुक्त उत्पाद/अधीक्षक उत्पाद के द्वारा खुदरा उत्पाद दुकानें चिन्हित की जायेंगी। केवल चिन्हित दुकानों से ही मदिरा की आपूर्त्ति जिलान्तर्गत होटल, रेस्तराँ, बार एवं क्लब के अनुज्ञप्तिधारियों को पारक के आधार पर की जायेंगी। होटल, रेस्तराँ, बार एवं क्लब के अनुज्ञप्तिधारियों द्वारा मदिरा की आपूर्त्ति हेतु जिला उत्पाद कार्यालय में ऑनलाइन आवेदन समर्पित किया जायेगा। प्राप्त आवेदन पर उपकंडिका- (i) के प्रावधानानुसार पारक निर्गत किया जायेगा।

23. **झारखण्ड राज्य बिवरेजेज कॉरपोरेशन लिमिटेड का लाभांश**:-

(i) इस व्यवस्था के तहत झारखण्ड राज्य बिवरेजेज कॉरपोरेशन लिमिटेड का लाभांश झारखण्ड राज्य बिवरेजेज कॉरपोरेशन लिमिटेड के बोर्ड के आकलन के आधार पर संचयन गोदाम (वेयरहाउस) में Landing Price, प्रबंधन शुल्क एवं उत्पाद कर के योग का अधिकतम 10% तक रह सकेगा। वर्त्तमान में यह लाभांश JSBCL के संचयन गोदाम (वेयरहाउस) में Landing मूल्य पर अधिरोपित होने वाले प्रबंधन शुल्क व उत्पाद कर के योग का 10% निर्धारित किया जाता है।

(ii) लाभांश के रूप में प्राप्त राशि में से झारखण्ड राज्य बिवरेजेज कॉरपोरेशन लिमिटेड थोक एवं खुदरा अनुज्ञप्ति शुल्क जमा करेगा तथा अपने स्थापना व्यय, IT आधारभूत संरचना व्यय एवं विविध कार्यों हेतु उपयोग करेगा। झारखण्ड राज्य बिवरेजेज कॉरपोरेशन लिमिटेड अपने लाभांश में से कुछ राशि विभागीय आधारभूत संरचना यथा चेकपोस्ट, वाहन क्रय, कार्यालय निर्माण, Digital Lock, GPS, IT आधारभूत संरचना, मुख्यालय नियंत्रण कक्ष इत्यादि को मजबूत करने में खर्च कर सकता है।

(iii) लाभांश से प्राप्त राजस्व के 0.1% राशि का उपयोग अवैध मदिरा के कारोबार के विरूद्ध आसूचना संग्रहण के खर्च एवं अवैध मदिरा के व्यापार के उद्भेदन से जुड़े हुये आसूचक को प्रोत्साहन राशि प्रदान करने के लिए किया जायेगा। इस नियम के तहत राशि की मांग जिला उत्पाद पदाधिकारी (सहायक आयुक्त उत्पाद/अधीक्षक उत्पाद) के द्वारा आयुक्त उत्पाद से की जायेगी। इस मांग की पूर्त्ति के लिए प्रत्येक माह की एक निश्चित तिथि को आयुक्त उत्पाद एवं JSBCL के प्रबंध निदेशक संयुक्त बैठक करेंगे। बैठक में लिए गये निर्णय के अनुसार आसूचना संग्रहण एवं

प्रोत्साहन राशि की मांग पर निर्णय लेते हुये जिला उत्पाद पदाधिकारी को राशि उपलब्ध करायी जायेगी। आवयश्कतानुसार लाभांश के उक्त प्रोत्साहन राशि में प्रबंध निदेशक एवं आयुक्त उत्पाद के परस्पर विमर्शोपरांत परिवर्त्तन किया जा सकेगा।

24. **झारखण्ड राज्य बिवरेजेज कॉरपोरेशन लिमिटेड के खुदरा उत्पाद दुकानों के संचालन हेतु कर्मियों की नियुक्ति एवं नियंत्रण**:-

(i) (क) भारत का नागरिक हो।

(ख) 21 वर्ष से अधिक आयु का हो।

(ग) उसकी कोई आपराधिक पृष्ठभूमि न हो।

(घ) उसका कोई उत्पाद बकाया/शासकीय राशि की देयता न हो।

(ड़) किसी संक्रामक या छुआ-छूत रोग से ग्रसित न हो।

(ii) खुदरा उत्पाद दुकानों के लिए झारखण्ड राज्य बिवरेजेज कॉरपोरेशन लिमिटेड, दुकान प्रभारी, दुकान सहायक एवं एक सुरक्षा गार्ड की नियुक्ति के लिए आवश्यकतानुसार प्लेसमेंट एजेन्सी, परिवहन एजेन्सी, Cash Collection Agency एवं सुरक्षा एजेन्सी का चयन बोर्ड द्वारा निर्धारित प्रक्रिया के अनुसार कर सकेगा। प्लेसमेंट एजेन्सी के कर्मियों का चयन नियम 25 में प्रावधानित जिला स्तरीय समिति/उप समिति के माध्यम से प्राप्त अनुशंसा के आधार पर बहाल किया जायगा। झारखण्ड राज्य बिवरेजेज कॉरपोरेशन लिमिटेड 10 से 15 दुकानों के समूह के लिए एक दुकान पर्यवेक्षक की नियुक्ति करेगा। दुकान पर्यवेक्षक के अन्तर्गत क्रियाशील दुकानों के समूह में कार्यरत दुकान प्रभारी, दुकान सहायक तथा सुरक्षा गार्ड अपने कार्यो से संबंधित प्रतिवेदन दुकान पर्यवेक्षक को समर्पित करेंगे तथा उसके नियंत्रणाधीन कार्य करेंगे। दुकान पर्यवेक्षक, दुकान प्रभारी, दुकान सहायक एवं सुरक्षा गार्ड का कार्य संतोषप्रद नहीं होने पर जिला के सहायक आयुक्त उत्पाद/अधीक्षक उत्पाद वैसे कर्मियों के विरूद्ध कार्रवाई के लिए झारखण्ड राज्य बिवरेजेज कॉरपोरेशन लिमिटेड को अनुशंसा भेजेंगे। जिला के सहायक आयुक्त उत्पाद/अधीक्षक उत्पाद से प्राप्त अनुशंसा के आधार पर झारखण्ड राज्य बिवरेजेज कॉरपोरेशन लिमिटेड अवश्य संज्ञान लेगा तथा प्रशासनिक कार्रवाई सुनिश्चित करेगा।

दुकान पर्यवेक्षक, दुकान प्रभारी, दुकान सहायक एवं सुरक्षा गार्ड की सेवा से संबंधित सेवा शर्त्तों का निर्धारण एवं व्यवस्था झारखण्ड राज्य बिवरेजेज कॉरपोरेशन लिमिटेड के द्वारा किया जाएगा। आवश्यकतानुसार समय-समय पर झारखण्ड राज्य बिवरेजेज कॉरपोरेशन लिमिटेड के कार्यो के सुगमतापूर्वक निष्पादन करने के लिए बोर्ड के निर्णय के आधार पर एवं झारखण्ड राज्य बिवरेजेज कॉरपोरेशन लिमिटेड के अनुरोध पर आयुक्त उत्पाद की सहमति से उत्पाद पदाधिकारियों की सेवा भी ली जा सकेगी।

25. **झारखण्ड राज्य बिवरेजेज कॉरपोरेशन लिमिटेड के लिए दुकानों के व्यवस्थापन (यथा दुकानों को किराये पर लेना, प्लेसमेंट एजेन्सी से कर्मचारी लेना, दुकानों के संचालन के लिए वस्तुओं का क्रय, निरीक्षण की समीक्षा इत्यादि) के लिए निम्नवत जिला स्तरीय समिति/उप समिति गठित की जाती है**-

(i) दुकानों के संचालन के लिए वस्तुओं का क्रय, निरीक्षण की समीक्षा तथा अवैध मदिरा पर प्रभावी रोक-थाम के लिए जिला स्तरीय समिति निम्नवत होगी -

(a) जिला के उपायुक्त - अध्यक्ष।

(b) जिला के वरीय पुलिस अधीक्षक/पुलिस अधीक्षक - सदस्य।

(c) जिला के सभी अनुमंडल पदाधिकारी - सदस्य।

(d) सहायक आयुक्त उत्पाद/अधीक्षक उत्पाद - सदस्य, सचिव
(उत्पाद एवं मद्य निषेध विभाग)

(ii) दुकानों को किराये पर लिये जाने के लिए समिति निम्नवत गठित की जायेगी -

(a) उपायुक्त द्वारा नामित अपर समाहर्त्ता से अन्यून कोई पदाधिकारी- अध्यक्ष।

(b) अपर पुलिस अधीक्षक/अनुमंडल पुलिस पदाधिकारी - सदस्य।

(c) संबंधित अनुमण्डल पदाधिकारी - सदस्य।

(d) कार्यपालक अभियंता, भवन निर्माण विभाग - सदस्य।

(e) सहायक आयुक्त उत्पाद/अधीक्षक उत्पाद - सदस्य, सचिव।
(उत्पाद एवं मद्य निषेध विभाग)

(iii) खुदरा उत्पाद दुकानों के संचालन के लिए संचालन कर्मचारी (दुकान प्रभारी/दुकान सहायक) आदि के चयन के लिए निम्नवत समिति गठित की जाती है -

(a) उपायुक्त द्वारा नामित अपर समाहर्त्ता से अन्यून कोई पदाधिकारी- अध्यक्ष।

(b) अपर पुलिस अधीक्षक/अनुमंडल पुलिस पदाधिकारी - सदस्य।

(c) जिला रोजगार अधिकारी - सदस्य।

(d) श्रम अधिकारी - सदस्य।

(e) सहायक आयुक्त उत्पाद/अधीक्षक उत्पाद - सदस्य, सचिव।
(उत्पाद एवं मद्य निषेध विभाग)

उक्त सभी समितियाँ जिला के उपायुक्त के द्वारा गठित की जायेंगी।

सभी अंचलाधिकारी/थाना प्रभारियों की यह जिम्मेदारी होगी कि वे अपने-अपने क्षेत्र में दुकानों के लिए स्थल प्राप्ति हेतु समिति का सहयोग करें। परन्तु बाद के वर्षों में दुकान के परिसर का चयन अथवा दुकानों को स्थानान्तरित करने के लिए परिसर का चयन झारखण्ड राज्य बिवरेजेज कॉरपोरेशन लिमिटेड के द्वारा किया जाएगा। खुदरा उत्पाद दुकानों के परिसर हेतु किराया के भुगतान की प्रक्रिया वही होगा जो झारखण्ड राज्य बिवरेजेज कॉरपोरेशन लिमिटेड के बोर्ड के द्वारा समय-समय पर निश्चित किया जाएगा।

जिला के उपायुक्त यदि आवश्यक समझें तो उत्पाद अनुज्ञप्ति अवधि के मध्य में भी वे खुदरा उत्पाद दुकानों की संख्या में परिवर्त्तन करने का प्रस्ताव आयुक्त उत्पाद को भेज सकेंगे। जिला के उपायुक्त द्वारा प्रेषित प्रस्ताव पर आयुक्त उत्पाद के द्वारा विचारोपरान्त निर्णय लिया जाएगा। जिला के उपायुक्त को विभाग की सहमति एवं असहमति संसूचित की जाएगी। इस संबंध में आयुक्त उत्पाद का निर्णय अंतिम होगा।

राजस्व हित में तथा क्षेत्र में ग्राहको के माँग के अनुरूप नई दुकानें उपायुक्त से प्राप्त प्रस्ताव पर आयुक्त उत्पाद की अनुमति के उपरान्त खोली जा सकेगी। दुकानों को बन्द करने का निर्णय उपायुक्त के द्वारा आयुक्त उत्पाद की सहमति प्राप्त कर की जाएगी।

26. **राजस्व एवं पुलिस पदाधिकारियों की भूमिका**:-

झारखण्ड राज्य बिवरेजेज कॉरपोरेशन लिमिटेड द्वारा खुदरा उत्पाद दुकानों के संचालन से राज्य सरकार को उत्पाद राजस्व की प्राप्ति होगी। मदिरा के किसी भी प्रकार के चौर्य व्यापार से राजस्व की क्षति होती है। अतः मदिरा के चौर्य व्यापार पर प्रभावी नियंत्रण करने हेतु सभी राजस्व एवं पुलिस पदाधिकारियों की यह जिम्मेवारी है कि वे प्रवर्त्तन एवं अन्य निरीक्षण कार्यों में उत्पाद विभाग के पदाधिकारियों को सभी आवश्यक सहयोग प्रदान करेंगे।

27. **झारखण्ड राज्य बिवरेजेज कॉरपोरेशन लिमिटेड की दुकान में मदिरा के क्रय एवं थोक विक्रेता को मूल्य भुगतान की प्रक्रिया**:-

(i) इन नियमों के अधीन JSBCL के दुकानों में मदिरा का क्रय थोक विक्रेता से किया जायेगा। मदिरा को क्रय करने के निमित्त विभाग के द्वारा निर्धारित डयूटी का भुगतान करते हुए जिला के सहायक आयुक्त उत्पाद/अधीक्षक उत्पाद के माध्यम से पारक प्राप्त किया जायेगा। थोक विक्रेता के द्वारा पारक के अधीन मदिरा का विक्रय JSBCL के खुदरा मदिरा दुकानों को किया जायेगा। JSBCL, जिला उत्पाद कार्यालय में मदिरा आपूर्त्ति हेतु पारक निर्गत करने की मांग नियम 22 के अनुरूप पर्याप्त समय पूर्व प्रस्तुत करेगा।

(ii) थोक विक्रेता जिसके पास परिवहन पारक प्रस्तुत किया गया है, परिवहन पारक प्राप्त होने पर मदिरा आपूर्त्ति करने की तारीख तथा समय अभिलिखित करेगा और मांगी गई मदिरा की मात्रा का परेषन सुनिश्चित करेगा। यह कार्य संबंधित संचयनकर्त्ता के गोदाम (वेयरहाउस) प्रभारी के नियंत्रणाधीन संपादित किया जायेगा।

(iii) JSBCL के विभिन्न खुदरा उत्पाद दुकानों से मदिरा के क्रय के उपरान्त देय राशि का भुगतान थोक विक्रताओं को पाक्षिक अवधि में किया जायेगा।

28. **झारखण्ड राज्य बिवरेजेज कॉरपोरेशन लिमिटेड के दुकानों द्वारा की गई अनियमितताओं के निष्पादन की प्रक्रिया**:- दुकानों का संचालन नियमानुसार नहीं किये जाने पर उस दुकान के कर्मचारियों, बहाल करने वाली प्लेसमेंट एजेन्सी/सुरक्षा एजेन्सी पर उचित कार्रवाई करने के लिए JSBCL स्वतंत्र होगा। जिला के सहायक आयुक्त उत्पाद/अधीक्षक उत्पाद से प्राप्त प्रतिवेदन के आधार पर झारखण्ड राज्य बिवरेजेज कॉरपोरेशन लिमिटेड के ऐसे कर्मियों एवं एजेन्सियों को नियमानुसार दण्ड दिया जायेगा। JSBCL आमजनों से प्राप्त होने वाले शिकायतों के लिए एक शिकायत निवारण तंत्र अपने बोर्ड द्वारा निर्धारित प्रक्रिया के तहत विकसित करेगा।

29. **झारखण्ड राज्य बिवरेजेज कॉरपोरेशन लिमिटेड के दुकानों में ग्राहकों को बिक्री की जाने वाली मदिरा की अधिकतम सीमा निम्नवत् होगी**:-

(i) खुदरा उत्पाद दुकानों से ग्राहकों को बिक्री की जाने वाली मदिरा की अधिकतम सीमा निम्नवत निर्धारित की जाती है :-

a) भारत निर्मित विदेशी शराब/आयातित विदेशी शराब (मूल में बोतलबंद) - 4.5 लीटर
(बीयर, वाईन, ब्रीजर/LAB इत्यादि कम शक्ति वाली पेय मदिरा को छोड़कर)

b) देशी शराब एवं मसालेदार देशी शराब - 4.8 लीटर

नोट - बीयर, वाईन, ब्रीजर/LAB इत्यादि जैसी कम शक्ति वाली पेय मदिरा के लिए खुदरा बिक्री की उपरोक्त सीमा बाध्यकारी नहीं रहेगी, अर्थात उक्त मात्रा से अधिक मात्रा में बिक्री की जा सकती है।

(ii) अस्थायी बार/होटल, रेस्तराँ व बार और क्लब की अनुज्ञप्ति लेनेवाले व्यक्ति जिला के दुकान से उक्त सीमा से अधिक मात्रा में मदिरा का क्रय कर सकेंगे।

30. **भूतपूर्व अनुज्ञप्ति की समाप्ति पर शेष स्टॉक का व्ययन**:- राजस्व पर्षद द्वारा नियम 117 के तहत निर्धारित प्रक्रिया के अनुसार शेष स्कंध का निष्पादन किया जायेगा।

31. **आयुक्त उत्पाद द्वारा यथानिर्देशित तकनीकी संयंत्रों एवं आधारभूत संरचनाओं की स्थापना** - संपूर्ण झारखंड राज्य में कार्यरत JSBCL के खुदरा उत्पाद दुकानों में मौजूद स्टॉक, इसकी बिक्री इत्यादि से संबंधित विवरणी केन्द्रीय रूप से संग्रहित करने के लिए आयुक्त उत्पाद द्वारा निदेशित किये जाने पर अनुज्ञाधारी Track & Trace Technology, IP based CCTV, Electronic Billing Machine, Biometric Attendance System, Online Cash Collection Module, Online Grievance Redressal System एवं GPS based Vechile Tracking Device आवश्कतानुसार अधिष्ठापित किये जाने वाले अन्य IT System से संबंधित संयंत्रों एवं आधारभूत संरचनाओं को अपने निजी खर्च पर अवश्य रूप से दुकान में स्थापित करेगा एवं इसे चालू अवस्था में रखेगा। इसके अतिरिक्त आयुक्त उत्पाद द्वारा इस संबंध में समय-समय पर दिये गये निदेशों का अनुपालन अनिवार्य रूप से करेगा।

32. **सामान्य:-**

(i) ठोस अवशिष्ट प्रबंधन नियम, 2016 के अनुसार दुकानों पर उपभोग किये जाने के उपरांत खाली हुए कार्टून, पेट/शीशे की बोतलों एवं उनपर प्रयुक्त ढक्कनों को नष्ट करके हटाने की जिम्मेवारी दुकान के अनुज्ञाधारी/विक्रेता की होगी।

(ii) अनुज्ञप्ति प्राधिकार के द्वारा दुकानों की प्रास्थिति सुनिश्चित करने के उद्देश्य से दुकान को भू-टैग किया जायेगा।

(iii) खुदरा उत्पाद दुकानों की अनुज्ञप्ति हेतु इस नियमावली के साथ संलग्न प्रपत्र एवं अन्य प्रपत्रों में आवश्यकतानुसार संशोधन संबंधित प्रावधानों के तहत विभाग या, राजस्व पर्षद या, आयुक्त उत्पाद द्वारा किया जा सकेगा।

(iv) ''झारखण्ड उत्पाद (झारखण्ड राज्य बिवरेजेज कॉरपोरेशन लिमिटेड के माध्यम से मदिरा की विभिन्न प्रकार की खुदरा उत्पाद दुकानों का संचालन) नियमावली, 2022'' में प्रयुक्त शब्द अथवा नियम की व्याख्या में संशय होने पर आयुक्त उत्पाद के समक्ष उपस्थापित किया जायेगा। इस संबंध में आयुक्त उत्पाद का निर्णय अंतिम होगा। इस नियमावली के सफलतापूर्वक क्रियान्वयन, राजस्व हित, प्रशासनिक हित तथा व्यावसायिक सुगमता हेतु आयुक्त उत्पाद निर्देश जारी करने एवं निर्णय लेने हेतु सक्षम प्राधिकार होंगे।

(v) इस नियमावली के तहत प्रदत्त सभी प्रकार के शराब की बिक्री के खुदरा उत्पाद दुकानों के अनुज्ञप्तिधारी, झारखंड उत्पाद अधिनियम, 1915 के तहत बने नियमों, आदेशों, निर्देशों, परिपत्रों का अनुपालन करने के लिए बाध्य होंगे।

33. **निरसनः-**

(i) सभी प्रकार की शराब की खुदरा बिक्री की दुकान से संबंधित सभी पूर्व निर्गत नियमावली, इस नियमावली के तहत दुकानों का संचालन प्रारम्भ होने के उपरान्त निरसित हो जायेंगी और सभी खुदरा शराब दुकानों की बन्दोबस्ती की कार्रवाई इस नियमावली अथवा इस नियमावली के अधीन निर्गत सभी आदेश/अनुदेश के अधीन की जायेगी।

(ii) इस नियमावली के पूर्ण रूपेण प्रवृत्त करने के निमित्त आयुक्त उत्पाद, जिसे वे उचित समझे निदेश/आदेश जारी कर सकेगें, परन्तु ऐसा कोई निदेश/आदेश निर्गत नहीं किया जाएगा जो इस नियमावली के विपरीत हो।

झारखंड राज्यपाल के आदेश से,

विनय कुमार चौबे,
सरकार के सचिव।

झारखण्ड राजकीय मुद्रणालय, राँची द्वारा प्रकाशित एवं मुद्रित,
झारखण्ड गजट (असाधारण) 141 -- 50