

**बिड दस्तावेज़ / Bid Document**

बिड विवरण/Bid Details	
बिड बंद होने की तारीख/समय /Bid End Date/Time	23-02-2026 12:00:00
बिड खुलने की तारीख/समय /Bid Opening Date/Time	23-02-2026 12:30:00
बिड पेशकश वैधता (बंद होने की तारीख से)/Bid Offer Validity (From End Date)	180 (Days)
मंत्रालय/राज्य का नाम/Ministry/State Name	Chhattisgarh
विभाग का नाम/Department Name	Commercial Tax And Excise Department Department Chhattisgarh
संगठन का नाम/Organisation Name	Chhattisgarh State Marketing Corporation Limited
कार्यालय का नाम/Office Name	Raipur
वस्तु श्रेणी /Item Category	Financial Audit Services - Review of Financial Statements, Audit report, As per ATC; CA Firm
अनुबंध अवधि /Contract Period	2 Year(s) 1 Day(s)
बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का) /Minimum Average Annual Turnover of the bidder (For 3 Years)	40 Lakh (s)
उन्हीं/समान सेवा के लिए अपेक्षित विगत अनुभव के वर्ष/Years of Past Experience Required for same/similar service	3 Year (s)
इसी तरह की सेवाओं का पिछला आवश्यक अनुभव है/Past Experience of Similar Services required	Yes
एमएसएमई के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है/MSE Relaxation for Years of Experience and Turnover	No
स्टार्टअप के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है /Startup Relaxation for Years of Experience and Turnover	No
विक्रेता से मांगे गए दस्तावेज़/Document required from seller	Experience Criteria,Bidder Turnover,Certificate (Requested in ATC),Additional Doc 1 (Requested in ATC),Additional Doc 2 (Requested in ATC),Additional Doc 3 (Requested in ATC),Additional Doc 4 (Requested in ATC) *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer

बिड विवरण/Bid Details	
क्या आप निविदाकारों द्वारा अपलोड किए गए दस्तावेजों को निविदा में भाग लेने वाले सभी निविदाकारों को दिखाना चाहते हैं? संदर्भ मेनू है/Do you want to show documents uploaded by bidders to all bidders participated in bid?	Yes (Documents submitted as part of a clarification or representation during the tender/bid process will also be displayed to other participated bidders after log in)
बिड लगाने की समय सीमा स्वतः नहीं बढ़ाने के लिए आवश्यक बिड की संख्या। / Minimum number of bids required to disable automatic bid extension	3
दिनों की संख्या, जिनके लिए बिड लगाने की समय-सीमा बढ़ाई जाएगी। / Number of days for which Bid would be auto-extended	3
ऑटो एक्स्टेंशन अधिकतम कितनी बार किया जाना है। / Number of Auto Extension count	1
बिड से रिवर्स नीलामी सक्रिय किया जाना है। / Bid to RA enabled	No
बिड का प्रकार/Type of Bid	Two Packet Bid
तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय /Time allowed for Technical Clarifications during technical evaluation	2 Days
अनुमानित बिड मूल्य /Estimated Bid Value	1000000
मूल्यांकन पद्धति/Evaluation Method	Total value wise evaluation

#### ईएमडी विवरण/EMD Detail

एडवाइजरी बैंक/Advisory Bank	State Bank of India
ईएमडी राशि/EMD Amount	10000

#### ईपीबीजी विवरण /ePBG Detail

एडवाइजरी बैंक/Advisory Bank	State Bank of India
ईपीबीजी प्रतिशत (%) /ePBG Percentage(%)	5.00
ईपीबीजी की आवश्यक अवधि (माह) /Duration of ePBG required (Months).	36

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

Policy.

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

**लाभार्थी /Beneficiary :**

Managing Director

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

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

**एमआईआई अनुपालन/MII Compliance**

एमआईआई अनुपालन/MII Compliance	Yes
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1. The minimum average annual financial turnover of the bidder during the last three years, ending on 31st March of the previous financial year, should be as indicated above in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the bidder is less than 3-year-old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.
2. Years of Past Experience required: The bidder must have experience for number of years as indicated above in bid document (ending month of March prior to the bid opening) of providing similar type of services to any Central / State Govt Organization / PSU. Copies of relevant contracts / orders to be uploaded along with bid in support of having provided services during each of the Financial year.
3. Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and for determining the Eligibility Criteria related to Turn Over, Past Performance and Project / Past Experience etc. This has no relevance or bearing on the price to be quoted by the bidders and is also not going to have any impact on bid participation. Also this is not going to be used as a criteria in determining reasonableness of quoted prices which would be determined by the buyer based on its own assessment of reasonableness and based on competitive prices received in Bid / RA process.
4. Past Experience of Similar Services: The bidder must have successfully executed/completed similar Services over the last three years i.e. the current financial year and the last three financial years(ending month of March prior to the bid opening): -
  1. Three similar completed services costing not less than the amount equal to 40% (forty percent) of the estimated cost; or
  2. Two similar completed services costing not less than the amount equal to 50% (fifty percent) of the estimated cost; or
  3. One similar completed service costing not less than the amount equal to 80% (eighty percent) of the estimated cost.

**This Bid is based on Quality & Cost Based Selection (QCBS) . The technical qualification parameters are :-**

Parameter Name	Max Marks	Cutoff Marks	Qualification Methodology Document
Criteria as per point 1 of table attached to clause 6.3, Section II of the ATC	20	5	<a href="#">View File</a>
Criteria as per point 2 of table attached to clause 6.3, Section II of the ATC	20	5	<a href="#">View File</a>

Criteria as per point 3 of table attached to clause 6.3, Section II of the ATC	20	5	<a href="#">View File</a>
Criteria as per point 4 of table attached to clause 6.3, Section II of the ATC	20	5	<a href="#">View File</a>
Criteria as per point 5 of table attached to clause 6.3, Section II of the ATC.	20	10	<a href="#">View File</a>

**Total Minimum Qualifying Marks for Technical Score: 30**

**QCBS Weightage(Technical:Financial):30:70**

**Pre Bid Detail(s)**

मूल्य भिन्नता खंड दस्तावेज़/Pre-Bid Date and Time	प्री-बिड स्थान/Pre-Bid Venue
06-02-2026 12:00:00	CHHATTISGARH STATE MARKETING CORPORATION LIMITED, 4th Floor, Aabkari Bhawan, Labhandih, Raipur

**Financial Audit Services - Review Of Financial Statements, Audit Report, As Per ATC; CA Firm ( 1 )**

**तकनीकी विविधियाँ /Technical Specifications**

विवरण/ Specification	मूल्य/ Values
<b>कोर / Core</b>	
Scope of Work	Review of Financial Statements , Audit report , As per ATC
Type of Financial Audit Partner	CA Firm
Type of Financial Audit	Internal Audit
Category of Work under Financial Audit	As per ATC , Audit of financial statements , Compliance with law & regulations , Compliance with contracts , Internal Control over Financial Reporting , Reliability of financial reporting
Type of Industries/Functions	As per ATC
Frequency of Progress Report	As per ATC
MIS Reporting for Financial Audit support	Yes
Frequency of MIS reporting	As per ATC
State	NA
District	NA

विवरण/ Specification	मूल्य/ Values
<b>एडऑन /Addon(s)</b>	
Post Financial Audit Support	NA

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

क्रेता द्वारा निर्धारित न्यूनतम मूल्य/Minimum Floor Price defined by Buyer	No
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#### अतिरिक्त विशिष्ट दस्तावेज /Additional Specification Documents

#### परेषिती/रिपोर्टिंग अधिकारी /Consignees/Reporting Officer and Quantity

क्र.सं./S.N o.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	Quantity	अतिरिक्त आवश्यकता /Additional Requirement
1	Yadunandan Rathore	492001,Abkari Bhawan, Chokranala Labhandih, Raipur, Chhattisgarh	Project / Lumpsum Based	N/A

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

##### 1. Forms of EMD and PBG

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

MANAGING DIRECTOR, CSMCL, RAIPUR  
payable at  
RAIPUR

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

##### 2. Buyer Added Bid Specific ATC

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

##### 3. Certificates

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

#### अस्वीकरण/Disclaimer

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization, whereby Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any eccentricity / restriction arising in the bidding process due to these ATCs and due to modification of technical specifications and / or terms and conditions governing the bid. If any clause(s) is / are incorporated by the Buyer regarding following, the bid and resultant contracts shall be treated as null and void and such bids may be cancelled by GeM at any stage of bidding process without any notice:-

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

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

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

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

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

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

and

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

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

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

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

---धन्यवाद/Thank You---

**CHHATTISGARH STATE MARKETING**  
**CORPORATION LIMITED,**  
**RAIPUR, CHHATTISGARH**



**TENDER DOCUMENT/ ATC DOCUMENT**

**TENDER FOR APPOINTMENT OF CHARTERED ACCOUNTANT FIRM  
FOR ASSIGNMENT OF INTERNAL AUDIT OF CSMCL HEAD OFFICE**

**T.No.: CSMCL/Tender/2026-27/2**

**Dated: 02.02.2026**

<b>DATE OF TENDER</b>	<b>:</b> As Specified in the GeM Bid
<b>LAST DATE &amp; TIME OF TENDER SUBMISSION</b>	<b>:</b> As Specified in the GeM Bid
<b>DATE &amp; TIME OF OPENING THE TECHNICAL BID</b>	<b>:</b> As Specified in the GeM Bid

**NAME & ADDRESS OF TENDERER:**

**-S /D-**

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

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

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## **SECTION - I**

### **ABBREVIATIONS AND DEFINITIONS**

#### **Abbreviations:-**

- 1. ATC**- Additional Terms and Conditions
- 2. GeM**- Government e-Marketplace
- 3. EMD** – Earnest Money Deposit
- 4. PSU** – Public Sector Undertaking
- 5. SPSU**- State Public Sector Undertaking
- 6. ICAI** – Institute of Chartered Accountants India
- 7. QCBS**- Quality and Cost Based Selection

#### **Definitions:-**

- 1. Tendering Authority:** The Managing Director, Chhattisgarh State Marketing Corporation Limited (CSMCL), shall be the authority responsible for the overall administration and decision-making of this tender process.
- 2. Bid:** A bid refers to the electronic offer submitted by a seller or service provider on the GeM Portal in response to a published tender, in compliance with the terms and conditions laid out by the buyer organization.
- 3. Bidder:** A bidder is any eligible individual, firm, company, or organization that submits a bid on the GeM Portal in response to a published tender or bid invitation.
- 4. EMD:** EMD is a refundable deposit submitted by bidders as a token of their sincerity in the bidding process, which may be forfeited in case of withdrawal or non-compliance after award.
- 5. Corrigendum:** It refers to an official document issued by the buyer to correct errors, inaccuracies, or omissions in the original tender document.
- 6. Addendum:** It is a formal addition or modification to the original tender document, issued by the buyer to provide clarifications, updates, or changes.

**SECTION II**  
**TERMS AND CONDITIONS**

**1. EARNEST MONEY DEPOSIT**

**1.1** Each bid should be accompanied by the Earnest Money Deposit in form of Demand Draft drawn on any Scheduled Commercial Bank Payable at Raipur in favour of the Managing Director, CSMCL, Raipur, Chhattisgarh payable at Raipur as per details given below:-

<b>ITEM</b>	<b>ESTIMATED ANNUAL COST (IN INR)</b>	<b>ESTIMATED TOTAL COST (For Contract Period Of 2 Years) (IN INR)</b>	<b>EMD@1% (IN INR)</b>
<b>CSMCL Head Office</b>	<b>₹5,00,000/-</b>	<b>₹10,00,000/-</b>	<b>₹10,000/-</b>

**1.2.** The bidders need to submit the scanned copy of the abovementioned Demand Draft with the documents uploaded on the GeM portal and they will submit the hard copy within 5 days of the bid opening date.

**1.3.** Tenders not accompanied with requisite amount of EMD shall be summarily rejected. Furnishing incorrect information will entail forfeiture of EMD in full or part as per discretion of the Corporation. The EMD of the unsuccessful bidders will be returned after the finalization of the Tender at the expenses of the bidders within a reasonable time consistent with the rules and regulations on this behalf. The above EMD amount held by the CSMCL till it is returned to the bidder will not earn any interest thereof. EMD will be forfeited if a bidder withdraws, amends, impairs and/or derogates within validity period. EMD of the successful bidders will be adjusted towards Performance Security Deposit (hereafter referred to as security deposit) payable by it or returned by CSMCL on receipt of 100% value of Security Deposit.

**2. MINIMUM ELIGIBILITY CRITERIA**

**2.1.** The firm of Chartered Accountants is only eligible to apply. The Bidder firm must currently be empanelled with the CAG under Major Category for the F.Y. 2024-25 or F.Y. 2025-26. (A proof in the form of CAG empanelment letter must be submitted in this regard.)

**2.2.** The Firm should have experience in Audit work of any Government Company, Government Department, any Public Sector Undertaking (PSUs) of any state or central government operating in the retail sale/wholesale of liquor or FMCG Sector or any other sector for at least 2 Years within the past 3 financial years (i.e., FY 2022-23, FY 2023-24, and FY 2024-25), having an average annual turnover or budget of Rs. 2500 Crores or more during these 3 financial years. Proof of such experience should be provided in the form of an experience certificate issued by an authorized/designated officer, as per the format provided in Annexure VII.

**2.3.** The average annual turnover of the firm of Chartered Accountants should be minimum Rs. 40 lakhs in past 3 financial years i.e. FY 2022-23, FY 2023-24, and FY 2024-25. CA certified turnover certificate along with audited balance sheet in this regard shall be submitted.

**2.4.** The Head Office/Branch Office of the firm of Chartered Accountants Firm must be in Chhattisgarh State as on 01/01/2026 for effective control and smooth audit.

**2.5.** The Chartered Accountant firm must mandatorily have a minimum of 3 years of Audit experience working with State Government undertakings, PSUs, or Government Companies belonging to the Chhattisgarh Government. since the formation of state of C.G. i.e. year 2000. (The copies of the Work Order or Completion Certificate issued by a Chhattisgarh Government PSU, undertaking, or department showing at least 3 years of engagement.)

**2.6.** The standing of the firm must be 10 years or more as per ICAI Firm Constitution Certificate as on 01.01.2026.

**2.7.** The firm must consist of minimum 03 full time Chartered Accountants as partners of the Firm as on 01.01.2026. Out of the above 03 partners, at least 1 partner of the firm should be based in Chhattisgarh. (CA firms are required to submit ICAI member cards of their partners as proof of Chhattisgarh based partners. Additionally, the ICAI firm card must be submitted as a proof of the total number of partners in the firm as on 01.01.2026)

**2.8.** In accordance with Section 144 of the Companies Act, 2013 and the ICAI Code of Ethics (2020), and to ensure independence and avoid conflict of interest, any Chartered Accountant firm working/ worked as Nodal CA firm (Accounting and Taxation) for CSMCL Head Office or firms currently serving or previously served as Internal auditor of shops/ district offices of CSMCL shall

not be eligible to apply for this tender for Internal Audit of the Head Office of CSMCL, and if applied, shall be summarily disqualified. Moreover, to maintain proper checks and balances, any firm currently serving or previously appointed as the CAG Statutory Auditor of CSMCL shall also not be eligible for this tender.

**2.9.** The CA Firms will also furnish details of all these criteria in the form of scanned copy of the following documents (Original Shall be submitted by the successful bidders post award of the tender) while applying:

**2.9.1.** CA Firms will provide their latest certificate of firm constitution as on 1st January of the current year issued by the ICAI and their last 3 years Income Tax Returns duly self-certified by authorized Partner of the Firm.

**2.9.2.** Year of establishment of the CA Firm supported by the copies of the latest certificates issued by the ICAI duly attested by authorized Partner with the seal of the Firm.

**2.9.3.** The detailed particulars of the Partners with specific mention of the Fellowship/ Associateship of each Partner with the copies of certificates of the ICAI, duly attested by authorized Partner with the seal of the Firm.

**2.9.4.** Number of Qualified Assistants/ Semi-Qualified Assistants mentioning the Name, Qualification and Membership Number of the concerned Institute with the copies of the certificates duly attested by authorized Partner with the seal of the Firm.

**2.9.5.** Year-wise detailed experience of the CA Firm in Internal/ Statutory Audit supported with the attested copies of appointment letters which are already executed. Year-wise detailed experience of the firm in other PSUs/ SPSUs for Statutory/Internal Audit supported with attested copies of appointment letters, which are already executed.

**2.9.6.** The detailed address with Telephone/Mobile and E-mail address of the Registered Head Office of the Firm along with its Branches in the State of Chhattisgarh.

**2.9.7.** Undertaking as per Annexure I of the Tender Document.

**2.9.8.** Declaration as per Annexure VI of the Tender Document.

**2.9.9.** Near Relative Certificate as per Annexure II of the Tender Document.

**2.9.10.** Duly executed Pre Contract Integrity Pact as per Annexure V of the Tender Document.

**2.9.11.** Affidavit of “BLACKLISTING & NON- BLACKLISTING” of bidder to be executed on Stamp paper of requisite value & attested by Public Notary/Executive Magistrate by the bidder.

The offers from the Bidder which are not supported with relevant documents, as mentioned above and any form of misrepresentation made in respect of submitted documents will not be considered.

### **3. QUERIES ON TENDER DOCUMENT AND PRE BID MEETING**

In order to resolve queries related to the tender document, a Pre-bid meeting of the interested parties shall be convened at the designated date, time and place as provided in GeM Bid. During the course of Pre-bid meeting, the Bidders will be free to seek clarifications and make suggestions for consideration of the CSMCL. CSMCL shall endeavour to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent and competitive Bidding Process. The bidders shall submit their suggestions and required clarifications to CSMCL in writing. The interested parties may be asked for small presentation for offered solutions provided by them.

### **4. AMENDMENT OF TENDER DOCUMENT**

- 4.1.** The Corporation may, for any reason whether *Suo moto* or in response to a clarification requested by a prospective Bidder, modify the tender document by the issuance of Addendum/Corrigendum.
- 4.2.** To afford prospective bidders a reasonable time to take the Addendum/Corrigendum into account in preparing their bids, the Corporation may, at its discretion, extend the deadline for the submission/opening of bids suitably.
- 4.3.** The bidder before submission of bid shall go through the Addendum/Corrigendum, if any, issued by the Corporation.
- 4.4.** CSMCL also reserves the right to modify or alter the Tender Document and also to withdraw or cancel the Bidding process at any stage.

### **5. BID SPECIFIC DETAILS AND REQUIREMENTS**

- 5.1.** The bids which are not submitted in above-mentioned manner shall be summarily rejected.
- 5.2.** The bidder will be bound by all terms, conditions & specifications as detailed in the tender documents/ ATC uploaded on GeM portal.

**5.3.** Any bid with conditions other than those specified in the tender document is liable to be summarily rejected. Conditional bids will be summarily rejected.

**5.4.** Financial Bid of the technically qualified bidders (bidders obtaining minimum qualifying marks) only will be opened.

**5.5.** Bidder shall furnish the requisite documents as per tender's terms and conditions.

**5.6.** The bidders must submit a Security deposit (Earnest Money Deposit) valid for a period of 90 days drawn on any Scheduled Commercial Bank payable at Raipur in favour of Managing Director, CSMCL, Raipur, Chhattisgarh. (A scanned copy must be submitted along with bid documents)

**5.7.** The bidder is requested to examine all instructions, forms, terms and specification in the Bid documents. Failure to furnish all the information required as per Bid Documents or submission of the bids not substantially responsive to the Bid Documents in every respect will be at the bidder's risk and may result in rejection of the Bid.

**5.8.** The bidder shall upload, as a part of its bid, the bid documents (scanned copy) duly sealed and 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.

**5.9.** Bid submission by related parties:

If related parties (as defined below) submit more than one bid, then both/all bids submitted by related parties are liable to be rejected at any stage by Corporation:

- A.** Bids submitted by holding company and its subsidiary company;
- B.** Bids submitted by two or more companies having common directors;
- C.** Bids submitted by partnership firms/LLPs having common partners;
- D.** Bids submitted by proprietorships having same proprietor;
- E.** Bids submitted by companies in the same group of promoters and managements.

- F.** Bids submitted by relatives of bidder as per definition of relatives under section 2 (77) of Companies Act, 2013:

2(77) "relative", with reference to any person, means anyone who is related to another, if—

- (i)** they are members of a Hindu Undivided Family;
- (ii)** they are husband and wife; or

**(iii)** one person is related to the other in such manner as may be prescribed;

A person shall be deemed to be the relative of another, if he or she is related to another in the following manner, namely:-

(1) Father:

Provided that the term “Father” includes step-father.

(2) Mother:

Provided that the term “Mother” includes the step-mother.

(3) Son:

Provided that the term “Son” includes the step-son.

(4) Son’s wife.

(5) Daughter.

(6) Daughter’s husband.

(7) Brother:

Provided that the term “Brother” includes the step-brother;

(8) Sister:

Provided that the term “Sister” includes the step-sister.

## **6. BID OPENING AND EVALUATION:**

### **6.1. Opening of Bids by the Corporation:**

Corporation shall open the Technical bid post the due date and time as mentioned in GeM bid document. After scrutiny and evaluation of the Technical Bids, the Corporation shall shortlist those bidders who are eligible and fulfill the eligibility conditions and furnish all documents as given in Technical Bid as per GeM portal’s rules. The financial bid will be opened only in those cases that fulfill the eligibility conditions and furnish all documents as given in Technical Bid as per rules of GeM portal.

### **6.2. Technical Evaluation:**

**6.2.1.** The Tender Evaluation 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.

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

**6.2.3.** 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.

**6.2.4.** A bid, determined as substantially non-responsive 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.

**6.2.5.** 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.

**6.3. Evaluation and Comparison of substantially responsive bids:**

**6.3.1.** The Tender Committee shall evaluate in detail and compare the bids previously determined to be substantially responsive pursuant to **Clause 6.2** and ranking of the Bidder will be done as per Marks obtained as per details given below:

<b>S.No.</b>	<b>Criteria</b>	<b>Minimum Marks</b>	<b>Maximum Marks</b>
1.	<p>The Firm should have experience in Audit work of any Government Company, Government Department, any Public Sector Undertaking (PSUs) of any state or central government operating in the retail sale/wholesale of liquor or FMCG Sector or any other sector for at least 2 Years within the past 3 financial years (i.e., FY 2022-23, FY 2023-24, and FY 2024-25), having an average annual turnover or budget of Rs. 2500 Crores or more during these 3 financial years.</p> <p>(proof in the shape of experience certificate/ audited balance sheet issued by an authorized/ designated officer as per format provided in Annexure VII to be attached)</p>	05	20

	<p><b>(Minimum 05 Marks for Rs. 2500 Crores and additional 5 marks for each additional Rs. 1000 Crores).</b></p> <p><b><i>Note: For the purpose of marking, average of turnover/budget of last 3 financial years as mentioned above will be considered.</i></b></p>		
2.	<p>The Chartered Accountant firm must mandatorily have a minimum of 3 years of experience of Audit work working with State Government undertakings, PSUs, or Government Companies belonging to the Chhattisgarh Government since the formation of state of CG i.e. year 2000.</p> <p><b>(Minimum 05 Marks for 3 years of CG based experience and additional 01 mark for each additional 01 year of CG based experience).</b></p>	05	20
3.	<p>The average turnover of the firm of Chartered Accountants should be minimum Rs. 40 lakhs in past 3 financial years i.e. FY 2022-23, FY 2023-24 and FY 2024-25. CA certified turnover certificate in this regard shall be submitted.</p> <p><b>(Minimum marks- 05 marks for Rs. Rs 40 lakhs turnover and for each additional Rs. 40 lakhs turnover additional 5 Marks).</b></p> <p><b><i>Note: For the purpose of marking, average of turnover of last 3 financial years as mentioned above will be considered</i></b></p>	05	20
4.	<p>The firm must consist of minimum 03 full time Chartered Accountants as partner of the firm as on 01.01.2026. (At least one partner should be CG based)</p>	05	20

	<b>(Minimum marks - 05 marks for 03 CA Partners, for each additional CA partner - 1 Marks each) (CA firms are required to submit ICAI member cards of their partners as proof of Chhattisgarh based partners. Additionally, the ICAI firm card must be submitted as a proof of the total number of partners in the firm as on 01.01.2026)</b>		
5.	The standing of the firm must be 10 years or more as per ICAI Firm Constitution Certificate as on 01.01.2026. <b>(Minimum marks - 10 marks and for each additional 5 years 5 marks.)</b>	10	20
<b>TOTAL MINIMUM AND MAXIMUM MARKS:-</b>		<b>30</b>	<b>100</b>

**6.3.2.** The financial Bid of only those Bidders will be opened who score more than 30 marks as per marking laid down in **Clause No.6.3.1**

**6.3.3.** The Scoring system of 'Quality and Cost Based Selection' will be used for obtaining final scores. Final score for an applicant would be the weighted combination of technical and management charges quoted in the GeM bid. Here the technical and financial proposal of margin will be assigned a weight of 70 and 30 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 70%
- Financial Weighted score x 30%

Example (where Technical is marked out of 100):-

Bidder Name	Technical proposal		Rate Quoted in Serial No. 3 in Financial Bid		Combined Score		
	Score (out of 100)	Weighted Score = (Score/Max score)* 100	Rate	Weighted Score =(Lowest Quoted Rate/Rate quoted by bidder)*100	Technical	Financial	Total
	(1)	(2)	(3)	(4)	(5) =(2)*70%	(6) =(4)*30	(7) =(5)+(6)
Bidder A	80.0	80	Rs 100	100	56	30	86
Bidder B	90.0	90	Rs 125	80	63	24	87
Bidder C	100	100	Rs 200	50	70	15	85

**6.3.4.** On the calculation as per above example the technical and financial bids shall be evaluated at highest score (H1) of combined score shall be declared as selected bid through GeM portal.

**6.3.5.** The above method and formula is equivalent to method used by GeM portal for computation of scores in the QCBS method.

## **7. AWARD OF CONTRACT**

**7.1** Corporation shall consider placement of contract to those H1 bidder whose offer has been found technically and financially acceptable as per above clauses regarding evaluation and comparison of substantially responsive bids. The successful bidder shall submit performance security in conformity with this tender within 14 days of award of work.

**7.2** The Contract generated through GeM portal shall remain effective as per terms and conditions of the tender. The corporation reserves the right to issue a separate workorder in case of need, which shall be strictly in compliance with terms of this tender document.

**7.3** The Managing Director shall consider award of contract only to those eligible bidders whose offers have been found technically and financially acceptable. As per marks obtained bidder who has scored highest marks will be declared H1, second highest marks H2 etc.

**7.4** The work will be awarded to H1 Bidder and second highest H2 shall be given preference to work at L1 rate in case the H1 do not agree to accept the work.

**7.5** The decision of Managing Director, CSMCL in this regard will be final and binding on the bidders.

**7.6** All the above processes shall be carried out as per the rules of GeM portal.

## **8. SIGNING OF CONTRACT**

**8.1** In addition to the contract generated through the Government e-Marketplace (GeM) portal, the Corporation, if required, may mandate the selected firm to enter into a separate agreement. This separate agreement shall be binding upon the firm and shall be executed as a condition precedent to the commencement of services/supplies/work. The terms and conditions of the separate agreement shall be supplemental in nature and shall not conflict with the provisions of the GeM portal contract. In case of any inconsistency, the terms of the GeM contract shall prevail to the extent of such inconsistency, unless otherwise expressly agreed by both parties in writing.

**8.2** Upon the successful bidder furnishing the Performance Security in pursuant to provisions of clause 11 of this section, the Corporation shall discharge the EMD of the successful bidder in accordance with clause 1.3 of this section.

## **9. ANNULMENT OF AWARD**

Failure of the successful bidder to comply with the requirement of clause 7 shall constitute sufficient ground for the annulment of the award and forfeiture of the EMD in which event Corporation may make the award to any other bidder at the discretion of Corporation or call for new bids.

## **10. DURATION/PERIOD OF CONTRACT**

This contract shall be valid for a period of two (2) years from the date of commencement of work, as specified in the signed contract or work order, whichever is earlier.

Upon the expiry of the initial two-year period, the Corporation, in case of any special exigency, may extend the contract for a further period of up to twelve (12) months, subject to mutual consent of both parties and the approval of the Board of Directors of CSMCL.

Apart from the above, In case of extraordinary circumstances beyond the control of either party—including but not limited to natural disasters, pandemics, sudden government policy decisions, changes in law, or other force majeure events—CSMCL may, with the consent of the firm, grant further extensions beyond the aforementioned period, as deemed necessary and appropriate under the prevailing conditions.

## **11. PERFORMANCE SECURITY**

- a. The successful bidder shall be required to deposit an amount equal to 5% of the cost of awarded work within 2 weeks of award of work by Corporation as Performance Security. If the accepted bidder fails to remit the Security Deposit within in the above said period, the EMD remitted by it will be forfeited to CSMCL and its Tender will be held void.
- b. Performance Security shall be submitted in the form of Bank Guarantee OR ePBG for a period of 3 years issued by a Scheduled Commercial Bank and as per the Proforma provided in **Annexure-III** of the tender document.
- c. Performance Security will be discharged after completion of Service Provider firm performance obligations under the contract and on expiry of the contract period subject to the satisfaction of the Corporation.
- d. If the Firm fails or neglects any of its obligations under the contract, it shall be lawful for Corporation to forfeit either whole or any part of performance security furnished by the bidder as compensation for any loss resulting from such failure.
- e. If the Bidder failed to act up to the Tender or backs out when its tender is accepted, its Security Deposit mentioned above will also be forfeited to Corporation.

## **12. TERMINATION OF CONTRACT**

- a. In case of any default by the Firm and in any of the terms & conditions (whether General or Special), Corporation may without prejudice to any other right/remedy which shall have accrued or shall accrue thereafter, terminate the contract, in whole or in part, by giving 30 days' notice in writing to the Firm.
- b. All instructions, notices and communications etc. under the contract will be given in writing and if sent to the last known place of business, shall be deemed to be served on the date, even in ordinary course of post, these would have been delivered to the Service Provider.
- c. Notwithstanding anything contained herein, Corporation also reserves the right to terminate the contract at any time or stage during the period of contract, by giving 30 days' notice in writing without assigning any reason and without incurring any financial liability whatsoever to the Service Provider.
- d. The Bidder/Firm shall be liable to handover all the documents related to the Corporation at the time of the termination and shall maintain confidentiality.

- e. The Bidder/Firm shall be liable to issue a No Objection Certificate if the contract would be terminated under this clause.

#### **13. SUSPENSION OF CONTRACT**

Corporation reserves the right to suspend and reinstate execution of the whole or any part of the work without invalidating the provisions of the Contract. Orders for suspension or reinstatement of the works will be issued by the Managing Director/Authorized Representative to the firm in writing. The time for completion of the Works will be extended for a period equal to duration of the suspension.

Any necessary and demonstrable cost incurred by the Corporation as a result of such suspension of the works will be paid by the CA firm, provided such costs are substantiated to the satisfaction of the Corporation. The Corporation shall not be responsible for any liabilities if suspension for any unsatisfactory performance or failure to discharge its duties is due to some default on the part of the firm.

During suspension period of work, if the work of firm is executed by another firm appointed by CSMCL, the cost of such work undertaken during suspension period will be recovered from the firm.

#### **14. TERMINATION FOR INSOLVENCY**

Corporation may at any time terminate the contract by giving written notice and without compensation to the Service Provider Firm terminate the contract, if the Service Provider becomes unwilling, 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.

#### **15. ASSIGNMENT AND SUB-LETTING OF CONTRACT**

The Firm shall not assign, sublet or subcontract any part of the Contract under any circumstances, whatsoever. Further, any such Assignment/ Subletting/ Subcontracting, as above shall be void ab initio and the Corporation will take necessary actions against the Firm for such violation of tender terms and conditions.

#### **16. FRUSTRATION OF CONTRACT**

In the event there is frustration of the Contract because of supervening impossibility in terms of Section 56 of the Indian Contract Act, then the parties shall be absolved of their responsibility to perform the balance portion of the Contract.

## **17. INSURANCE**

The Insurance cover protecting the firm against all claims applicable under the Workmen's Compensation Act, 1923 shall be taken by the Service Provider. The Service Provider shall arrange necessary insurance cover for any persons deployed by it even for short duration. Corporation shall not entertain any claim arising out of mishap, if any, that may take place. In the event of any liability/claim falling on Corporation, the same shall be reimbursed /indemnified by the Service Provider.

## **18. FORCE MAJEURE**

If any time, during the currency of this contract, on the occurrence of any unforeseen event, beyond the control of either Party, directly interfering with the delivery of Services, the performance in whole or in part by either party of any obligation under this contract shall be prevented or delayed by reason of war, hostilities, acts of the public enemy, civil commotion, sabotage, fires, floods, explosion, epidemics, quarantine restrictions, strikes, lockouts, or act of god (herein after referred to as events), the affected Party shall, within a week from the commencement thereof, notify the same in writing to the other Party with reasonable evidence thereof.

Provided that, neither party shall by reason of such event be entitled to terminate this contract nor shall either party have any such claim for damages against the other in respect of such non-performance and work under the contract shall be resumed as soon as practicable after such event may come up to an end or cease to exist and the decision of the Corporation as to whether the work have been so resumed or not shall be final and conclusive.

Provided further that if the performance, in whole or part of any obligation under this contract is prevented or delayed by reason of any such event for a period exceedingly 60 days either party may, at its option terminate the contract.

## **19. SET OFF (RECOVERY OF SUM DUE):**

**19.1** Any sum of money due and payable to the Service Provider (including security deposit refundable to it) under this contract may be appropriated by Corporation and set off the same against any claim of Corporation for payment of a sum of money arising out of this contract or under any other contract made by Service Provider with Corporation.

**19.2** In the event of said security deposit being insufficient, the balance of total amount recoverable, as the case may be shall be deducted from any sum due to the Service Provider under this or any other contract with The Managing Director, CSMCL, Raipur, Chhattisgarh. Should this amount be insufficient to cover the said full amount recoverable, the Service Provider shall pay to The Managing Director, CSMCL, Raipur, Chhattisgarh, on demand the balance amount, if any, due to The Managing Director, CSMCL, Raipur, Chhattisgarh within 30 days of the demand by Corporation.

**19.3** If any amount due to the Corporation is so set off against the said security deposit, the Service Provider shall have to make good of the said amount so set off to bring the security deposit to the original value immediately by not later than 10 days.

## **20. JURISDICTION AND LEGAL PROCEEDINGS**

The CA Firm, if it initiates any legal proceedings against the Corporation with respect of enforcement of its right as per this tender, the jurisdiction to initiate such proceedings shall be the place where the Corporation Head Office is located i.e. Raipur, Chhattisgarh, India and not where the CA Firm has its registered office. Any matter or issues arising under this tender or any dispute hereunder shall be subject to the exclusive jurisdiction of the courts situated at Raipur, Chhattisgarh, India and/or courts exercising jurisdiction over Raipur, Chhattisgarh, India.

## **21. ARBITRATION**

**21.1** The parties shall try to resolve disputes amicably between them, in case of failure of the parties to do so the dispute shall be referred for arbitration as per this clause.

**21.2** Any dispute arising from or associated with this contract shall be referred to arbitration for resolution. The arbitration shall be conducted as per the provisions of Indian Arbitration and Conciliation Act 1996.

**21.3** The seat and venue of the arbitration shall be Raipur, Chhattisgarh, India.

## **22. CORRUPT OR FRAUDULENT PRACTICES.**

**22.1** The Tendering Authority requires that the Bidders/Contractors under this tender observe the highest standards of ethics during the procurement and

execution of such contracts. In pursuance of this policy, "THE TENDERING AUTHORITY":

- i. Defines for the purposes of this provision, the terms set forth as follows:
  - a) **"corrupt practice"** means the offering, giving, receiving or soliciting of anything of value to influence the action of the public official in the procurement process or in contract execution; and
  - b) **"fraudulent practice"** means a misrepresentation of facts in order to influence a procurement process or an execution of a contract to the detriment of the Tendering Authority, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Tendering Authority of the benefits of the free and open competition;
- ii. Will reject a proposal for award if it determines that the bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;
- iii. Will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that the firm has engaged in corrupt and fraudulent practices in competing for, or in executing, a contract.

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

### **23. INTEGRITY PACT**

The bidders have to print and sign Integrity Pact as per format placed at Annexure-VI in the following manner: - Take print out of first page on a non-judicial stamp paper of Rs. 100/- and other pages on plain A4 size paper. The Integrity Pact shall be signed by the authorised representative of the bidder and duly stamped and shall be uploaded in GeM portal along with the bid.

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## **SECTION II** **SCOPE OF WORK**

### **1. AUDIT PERIOD AND REPORTING**

- 1.1** The primary scope of work shall be to conduct Internal Audit of the Corporation for the Financial Years 2025-26 and 2026-27 on a continuous and ongoing basis. The selected firm shall submit Quarterly Internal Audit Reports within thirty (30) days from the end of the respective quarter, or within such timeline as may be prescribed by the Corporation.
- 1.2** In addition to the primary scope of work, the selected firm shall undertake an initial, time-bound assignment to conduct the Internal Audit for Financial Years 2023-24 and 2024-25. The Internal Auditor shall carry out the Internal Audit for all four quarters of each of the aforesaid financial years and submit Quarterly Internal Audit Reports for each quarter. The entire assignment, including submission of all quarterly reports, shall be completed within a period of four (4) months from the date of award of work.
- 1.3** For the Internal Audit of Financial Years 2023-24 and 2024-25, the selected firm shall be paid separately at the same rates as quoted in the Financial Bid of the present tender, without any escalation or additional financial claim, in the manner prescribed by CSMCL. Financial year-wise billing shall be permitted only after submission and acceptance of all four (4) Quarterly Internal Audit Reports for the respective financial year, or as per orders of CSMCL.
- 1.4** For Financial Years 2025-26 and 2026-27, payment shall be made on a quarterly basis, subject to satisfactory submission and acceptance of the respective Quarterly Internal Audit Reports, in accordance with the payment terms and timelines prescribed by the Corporation.

### **2. SCOPE OF WORK**

- 2.1.** The selected Chartered Accountant firm shall ensure that the audit of CSMCL is conducted exclusively by qualified and experienced Chartered Accountant professionals.
- 2.2.** Internal Audit of CSMCL Head Office as per timeline given in the clause 1 of this section.
- 2.3.** To review the efficiency, adequacy and application of Accounting, Financial and Operating Controls and thereby the accuracy of transaction/books.

- 2.4.** Review of Monthly internal Audit Reports of all Retail Liquor Shops and 33 District Offices.
- 2.5.** To verify that the system of internal check is effective in operation in order to ensure the prevention and early detection of deficiency, misappropriation and misapplications, if any.
- 2.6.** To examine and confirm financial propriety in all operational activities and to verify compliance with applicable Government rules, regulations and statutory requirements.
- 2.7.** Identification of slow moving and dead stocks available in shops at CSMCL Headquarter level as per details provided by Internal Auditor of Shops.
- 2.8.** Review of advances i.e. LTC, Tour, Salary and Vehicle Advance, if any, etc. to the employees.
- 2.9.** Coordinate with the auditors for Statutory Audit / CAG Audit and assist the management in preparation of reply of the audit paras. To provide any other reporting/data/certification as maybe required and directed by the Management/ State Government/ Central Government.
- 2.10.** Conducting special assignments and investigations on behalf of the audit Committee or Managing Director, CSMCL into any matter or activity affecting the probity, interests and efficiency of the CSMCL as directed by the CSMCL from time to time.
- 2.11.** The firm shall examine GST invoices on a sample basis and provide appropriate recommendations to ensure correct processing and compliance with applicable GST provisions.
- 2.12.** Internal auditor will not only point out the inconsistencies, but also suggest the corrective measures for non-occurrence of discrepancies.
- 2.13.** The firm shall verify all types of duty and statutory payments made by CSMCL, including excise duty, GST, and other applicable levies, and ensure that such payments are accurate, complete, and in compliance with statutory requirements.
- 2.14.** The Internal Auditor shall submit monthly reports and any other reports as required by CSMCL within the timelines prescribed by the Corporation, which shall be strictly adhered to and may be modified only with the prior approval of the Managing Director, CSMCL; failure to comply with these requirements may result in appropriate action by the Corporation.

- 2.15.** Checking compliance with state-specific excise laws and licensing conditions.
- 2.16.** Verification of employee-related payments, including payroll processing, statutory deductions (PF, ESI, TDS, Professional Tax, etc.) and timely deposit with appropriate authorities.
- 2.17.** Follow-up and verification of earlier audit observations, including status of compliance and closure of audit paras.
- 2.18.** Examination of compliance with internal policies, SOPs and Board directives, and reporting deviations, if any, along with corrective recommendations.
- 2.19.** Any other functions/areas of professional services which Management may consider necessary subsequently.

### **3. OBJECTIVES OF WORK**

Objectives proposed to be achieved through work broadly are as under: -

1. To verify the effectiveness of the internal check system in operation to ensure timely detection and prevention of deficiencies, misappropriations, and misapplications, if any.
2. To identify areas of significant inefficiencies, if any, within the existing systems and recommend appropriate remedial measures for improvement.
3. To confirm adherence to financial propriety in all operational activities and verify compliance with applicable Government guidelines and statutory requirements.
4. The appointed Chartered Accountant firm shall function independently, providing objective assurance and consulting services aimed at adding value and improving the operations of CSMCL. The internal audit will adopt a systematic, disciplined approach to evaluate and enhance the effectiveness of risk management, control, and governance processes.
5. The CA firm shall evaluate risk exposures relating to the organization's governance, operations, and information systems with respect to the following:
  - Effectiveness and efficiency of operations
  - Reliability and integrity of financial and operational information
  - Safeguarding of assets
  - Compliance with applicable laws, regulations, and contracts
6. Based on risk assessment outcomes, the CA firm shall evaluate the adequacy and effectiveness of the risk identification and management processes in the above-

mentioned areas. Additionally, the firm shall assess organizational ethics and values, performance management systems, and the communication of risk and control information to support sound governance.

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## **SECTION III** **SPECIAL CONDITIONS**

### **1. PAYMENT OF FEE**

- 1.1.** The payment of Head Office fee shall be made by the CSMCL Head Office through online “Electronic Clearance System” or any other mode opted by CSMCL at its discretion.
- 1.2.** The fee will be paid on quarterly basis after completion of audit of each quarter and the firm submitting its bill for the same.

### **2. CONFIDENTIALITY AND DATA PRIVACY**

The appointed firm shall maintain strict confidentiality of all financial, operational, and proprietary data accessed during its engagement with CSMCL. No information shall be disclosed or used for any purpose other than as authorized by CSMCL. Adequate safeguards must be in place to prevent unauthorized access or misuse. Any breach of confidentiality shall be treated as a serious violation, liable for legal action, penalties, and possible termination of the contract.

### **3. INTERNAL CONFLICT WITH RESPECT TO SCOPE OF WORK**

In the event of any conflict, overlap, or ambiguity concerning the scope of work between the Internal Audit Firm (Head Office) and the Accounting & Taxation Firm, the matter shall be referred to the Managing Director, CSMCL. The decision of the Managing Director in this regard shall be final, binding, and conclusive on all parties.

### **4. POST TENURE COMMITMENTS**

It shall be the responsibility of the concerned firm to complete all assignments and compliances pertaining to its period of engagement, even if its tenure comes to an end. CSMCL reserves the right to withhold the final payment until all such work is duly completed and accepted. Additionally, the firm shall extend necessary support to CSMCL in resolving any pending matters or backlog from previous periods, as required.

### **5. ACTING AS AN ADVISOR**

In addition to the defined scope of services, the appointed firm shall serve in the capacity of a domain expert, providing professional advisory inputs to the Managing Director, CSMCL, on relevant financial and compliance matters. Such expert consultations shall be rendered on a need basis, as and when solicited by the Managing Director, and shall be provided pro bono, without entailing any additional financial obligation upon CSMCL.

## **6. PENALTY AND DEBARMENT CLAUSE**

### **6.1 PENALTY CLAUSE**

**6.1.1 Delay in Submission of Audit Reports** - In the event of delay in submission of audit reports beyond the stipulated timelines, the following penalties shall be levied: First Instance: 0.05% of the total contract value. Second Instance: 0.10% of the total contract value. Third and Subsequent Instances: 0.20% of the total contract value per instance. Alternatively, if the delay extends beyond a month, a penalty of 0.5% per month from the due date of completion of audit shall be applicable, whichever is higher.

**6.1.2 Misconduct and Breach of Confidentiality** - If any employee of the firm is found to be involved in activities such as leakage of confidential information, lobbying, bribery, or any other unethical or unlawful conduct, it shall lead to immediate termination of the contract and may attract legal action as per applicable laws.

**6.1.3 Cumulative Penalties** - If the cumulative penalties imposed under this contract reach or exceed 10% of the total contract value, the contract shall be liable for termination without prejudice to any other rights or remedies available to the Purchaser under the contract or applicable law.

**6.1.4** Apart from the specific instances mentioned above, in the event of any other error or omission by the firm that is deemed serious in nature, CSMCL reserves the right to impose a penalty. The seriousness of such error or omission shall be determined at the sole discretion of the Managing Director, CSMCL. Upon such determination, a penalty ranging from ₹5,000 to ₹25,000 may be levied, depending on the nature and gravity of the default, as assessed by the Managing Director.

**6.2** The Firm will be debarred from getting in future the Internal Audit and any other work in CSMCL in the following cases: -

- a.** If the firm obtains appointment on the basis of false information /false statement.
- b.** If the firm does not take up work in terms of appointment letter.
- c.** If the firm does not submit report, complete in all respect in terms of appointment.

\*\*\*

**ANNEXURE I**  
**UNDERTAKING**

**(To be submitted in duly executed Non-Judicial stamp paper of value as per provisions of Stamp Act)**

I/We the sole proprietor / following partners of M/s. \_\_\_\_\_ Chartered Accountants do hereby jointly and severely verify and declare-

that the particulars given are complete and correct and that if any of the statements made or the information so furnished in the application made through GeM portal is later found not correct or false or there has been suppression of material information, the firm would not only stand disqualified from allotment but would be liable for disciplinary action under the Chartered Accountants Act, 1949 and the regulations framed thereunder,

- i. that the firm, proprietor or partners has not been debarred or cautioned by ICAI/ICMAI during the last three years, (if debarred, give details)
- ii. that individually we are not engaged in practice otherwise or in any other activity which would be deemed to be in practice under Section 2 (2) of the Chartered Accountants Act, 1949;
- iii. that the constitution of the firm as on 1<sup>st</sup> January of the relevant year shown in the Expression of Interest is same as that in the constitution certificate issued by ICAI.

<b>S. No</b>	<b>Name of the partner/sole proprietor Membership</b>	<b>Registration No.</b>	<b>PAN NO</b>	<b>Dates of Payment of the relevant year A/B*</b>	<b>Signature of Partner/sole proprietor</b>

\*A For membership

(Seal of the Firm)

B For issue of certificate of practice

Place:

Date:

Enclosures: \_\_\_\_\_ Pages

**ANNEXURE-II**  
**NEAR RELATIVE CERTIFICATE**

I \_\_\_\_\_, S/O/D/O \_\_\_\_\_, R/O \_\_\_\_\_

hereby certify that none of my relative(s) is/ are employed in Corporation unit as per details given in Bid document uploaded on GeM portal for this bid. In case at any stage, it is found that the information given by me is false/incorrect, Corporation shall have the absolute right to take any action as deemed fit/ without any prior intimation to me “.

Signed \_\_\_\_\_

For and on behalf of the Firm

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. Any breach of these conditions by the 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 firm or the concerned person. The firm or the persons will also be debarred for further participation in any tender issued by the Corporation.)**

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

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

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

**3.** We undertake to pay to the CSMCL, Raipur, \_\_\_\_\_ any money so demanded notwithstanding any disputes raised by the Service Provider(s)/supplier(s) in any suit or proceeding pending before any court or tribunal relating thereto our liability under the present being absolute and equivocal. The payment so made by us under this bond shall

be valid discharge of our liability for payment there under and the Service Provider(s)/ supplier(s) shall have no claim against us for making such payment.

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

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

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

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

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

For \_\_\_\_\_

(Indicating the name of the bank)

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

## **ANNEXURE-IV**

### **AGREEMENT FORMAT FOR APPOINTMENT OF CHARTERED ACCOUNTANTS FIRMS FOR ASSIGNMENT OF INTERNAL AUDIT WORK OF CSMCL HEAD OFFICE**

**(To be submitted on non-Judicial Stamp Paper of value in accordance with  
provisions of Stamp Act)**

This Agreement is made on this \_\_\_\_\_ day of (month) \_\_\_\_\_ (year) \_\_\_\_\_  
BETWEEN \_\_\_\_\_ (hereinafter referred as the CA FIRM  
whose term includes its successors, executors, administrative representative and  
assignees) THROUGH ITS AUTHORIZED SIGNATORY \_\_\_\_\_ on one part  
AND

MANAGING DIRECTOR, CSMCL, CHHATTISGARH (hereinafter referred as the  
CORPORATION whose term includes its successor's, executors, administrative  
representative, officials and assignees) THROUGH ITS AUTHORIZED  
SIGNATORY \_\_\_\_\_ on other part.

WHERAS the Corporation require services of the CA Firm for the purpose of  
ASSIGNMENT OF INTERNAL AUDIT WORK OF CSMCL HEAD OFFICE.

AND WHEREAS the Corporation had issued tender bid document T. No.:  
CSMCL/Tender/2026-27/ for appointment of Chartered Accountant firms  
(partnership/sole proprietorship firms) for INTERNAL AUDIT FIRM OF CSMCL HEAD  
OFFICE of the Corporation.

AND WHEREAS the CA Firm after taking part in tender bid has been selected to be  
INTERNAL AUDIT FIRM OF HEAD OFFICE of the Corporation.

AND WHEREAS the CA Firm will render services as INTERNAL AUDIT FIRM OF  
HEAD OFFICE of the Corporation for official use on the terms and condition herein  
contained and as mentioned in Financial Bid.

AND WHEREAS the CA Firm has offered to enter into contract with the Corporation  
for rendering services as INTERNAL AUDIT FIRM OF HEAD OFFICE of the  
Corporation.

AND WHEREAS the CA Firm will deposit  
Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) interest free  
performance security within one week from the signing of this agreement.

NOW THESE PRESENT AND WITNESSETH AND IS HEREBY AGREED AND  
DECLARED BY AND BETWEEN THE PARTIES AS FOLLOWS:

1. The CA Firm, shall, during the period of this contract that is to say from \_\_\_\_\_ to \_\_\_\_\_ or completion of work or until this contract is determined by such notice as hereinafter mentioned, whichever is earlier, shall render services to the Corporation from the date of this agreement on the rates accepted in Financial Bid exclusive of taxes.
2. The Bid Document (Qualifying), Letter of Intent, Approved rates, Tender Document annexed hereto and such other additional particulars, instructions, work orders as may be found requisite to be given during execution of 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 CA Firm shall comply with and abide by all the terms and conditions as contained in the Bid document which are also part and parcel of this agreement and form an integral part of this contract and also hereinafter provided in the agreement.
4. The CA Firm shall be bound to perform the assigned jobs even though the same may not have specifically been included in the bid document. The charges, if any, for these extra services, shall be settled mutually between the CA Firm and the Corporation.
5. The CA Firm shall be solely responsible for the acts of omission and commission by the persons engaged by it in the discharge of its obligations under this Agreement. For this purpose, the CA Firm shall maintain proper records and accounts and submit all statutory return to the respective authorities in respect of the persons employed by it.
6. The CA Firm shall be responsible for all injury and accident to persons employed by it and for damage to the fittings, fixtures and equipment etc. of the Corporation arising due to negligence on the part of the CA Firm or its employees.
7. The CA Firm shall be liable for any violation of the appropriate provisions as applicable and will pay the penalty and the Corporation shall not be liable. The CA Firm shall indemnify the Corporation against all the claims raised against the Corporation with regard to the services being rendered by the CA Firm.
8. The Corporation reserves the right to terminate the appointment of the CA Firm with prior notice of one month in whole or part as per bid document in the event the CA Firm fails to provide its services or progress or performance of CA firm are found not to be satisfactory enough by the Corporation.

**9.** The CA Firm shall indemnify any loss incurred by the Corporation in event of any financial loss or non-audit done by the auditors of the CA Firm. In event of the work of CA Firm being attended by another Firm due to the failure on part of CA Firm, the said expenditure shall be deducted from the CA Firm.

**10.** The CA Firm is/shall be solely liable for any legal disputes/cases/claims that have or may arise during the course of this agreement in respect of auditors or employees provided by the CA Firm. The Corporation shall not be liable for any loss, damages, etc. suffered/to be suffered by the CA Firm or any third party as the case may be.

**11.** The CA Firm shall maintain strict confidentiality with respect to the information of the Corporation and shall disclose only those as is required by law.

**12.** The CA Firm if it initiates any legal proceedings against the Corporation with respect of enforcement of its right as per this agreement, the jurisdiction to initiate such proceedings shall be the place where the Corporation Head Office is located i.e. Raipur, Chhattisgarh, India and not where the CA Firm has its registered office.

**13.** The Parties hereto agree that any matter or issues arising under this tender or any dispute hereunder shall be subject to the exclusive jurisdiction of the courts situated at Raipur, Chhattisgarh, India and/or courts exercising jurisdiction over Raipur, Chhattisgarh, India.

**14.** The CA Firm hereby declares that nobody connected with or in the employment of Managing Director of the Corporation is not/shall not ever be admitted as partner in the contract.

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

Above Written:

Signed, sealed and delivered  
by the name CA Firm in the  
presence of

Witness:

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

Signed, sealed and delivered on  
behalf of Managing Director of

Corporation by the, in the  
presence of

Witness:

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

## **ANNEXURE - V**

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

**(To be submitted on non-Judicial Stamp Paper of value in accordance with provisions of Stamp Act)**

#### **1. GENERAL**

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

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

#### **2. OBJECTIVES**

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

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

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

### **3. COMMITMENTS OF THE BUYER**

The BUYER commits itself to the following: -

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

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

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

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

### **4. COMMITMENTS OF BIDDERS**

The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means an illegal activity during any stage of its bid or during any

pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following: -

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

**4.2.** The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, 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 disfavor 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/ Service Provider Authorized government sponsored export entity of the stores and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the BUYER or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.

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

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

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

**4.7.** The BIDDER shall not use improperly, for purpose of competition or personal gain, or pass on to others, any information provided by the BUYER as part of the business relationship, regarding plans, technical proposal and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.

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

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

## **5. PREVIOUS TRANSGRESSION**

**5.1.** The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public-Sector Enterprise in India/Chhattisgarh or any Government Department in India/Chhattisgarh that could justify BIDDER's exclusion from the tender process.

**5.2.** If the BIDDER makes incorrect statement on this subject, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

## **6. EARNEST MONEY & SECURITY DEPOSIT**

**6.1.** Every BIDDER while submitting commercial bid, shall deposit an amount as specified in GeM bid/ATC Document as Earnest Money/Security Deposit, with the BUYER through any of the following instruments:

- (i) Earnest Money deposit through Bank Draft in favor of Managing Director CSMCL, RAIPUR payable at RAIPUR.
- (ii) Security Deposit in form of Bank as per Clauses of tender document.

**6.2.** The Earnest Money/Security Deposit shall be valid up to 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 Contract that the provisions of Sanctions for violation shall be applicable for forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

**6.4.** No interest shall be payable by the BUYER to the BIDDER on Earnest Money/Security Deposit for the period of its currency.

## **7. SANCTIONS FOR VIOLATIONS**

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

(i) To immediately call off the pre-contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.

(ii) To forfeit fully or partially the Earnest Money Deposit (in pre-contract stage) and/or Security Deposit/Performance Bond (after the contract is signed), as decided by the BUYER and the BUYER shall not be required to assign any reason therefore.

(iii) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.

(iv) To recover all sums already paid by the BUYER, and in case of the Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate while in case of a BIDDER from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER from the BUYER in connection with any other contract such outstanding payment could also be utilized to recover the aforesaid sum and interest.

(v) To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the BUYER, along with interest.

(vi) To cancel all or any other contracts with the BIDDER and the BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such

cancellation/rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.

(vii) To debar the BIDDER from participating in future bidding processes of the Government of Chhattisgarh for a minimum period of five years, which may be further extended at the discretion of the BUYER.

(viii) To recover all sums paid in violation of this Pact by BIDDER(s) to any middlemen or agent or broken with a view to securing the contract.

(ix) In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the BUYER with the BIDDER, the same shall not be opened.

(x) If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is closely related to any of the officers of the BUYER, or alternatively, if any close relative of an officer of the BUYER has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filling of tender. Any failure to disclose the interest involved shall entitle the BUYER to rescind the contract without payment of any compensation to the BIDDER.

The term 'close relative' for this purpose would mean spouse whether residing with the Government servant or not, but not include a spouse separated from the Government servant by a decree or order of a competent court; son or daughter or step son or step daughter and wholly dependent upon Government servant, but does not include a child or step child who is no longer in any way dependent upon the Government servant or of whose custody the Government servant has been deprived of by or under any law; any other person related, whether by blood or marriage, to the Government servant or to the Government servant's wife or husband and wholly 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. INDEPENDENT MONITORS**

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

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

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

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

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

**8.6.** 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.

## **9. 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.

## **10. LAW AND PLACE OF JURISDICTION**

This Pact is subject to Indian Law, the place of performance and jurisdiction shall be the seat and venue at Raipur, Chhattisgarh.

## **11. OTHER LEGAL ACTIONS**

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

## **12. VALIDITY**

**12.1.** The validity of this Integrity Pact shall be from the date of its signing and extend up to 5 years or the complete execution of the contract to the satisfaction of both the BUYER and the BIDDER/Seller whichever is later. In case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract.

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

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

### **BUYER SIGNATURE**

**Name of the Officer**

**Designation**

**Department/ PSU**

### **BIDDER SIGNATURE**

**CHIEF EXECUTIVE OFFICER**

#### **Witnesses**

1).....

.....

2).....

.....

#### **Witnesses**

1).....

.....

2).....

.....

**ANNEXURE- VI**  
**DECLARATION**

**A declaration in the following format is to be furnished:**

I/We hereby certify that:

- A.** All information and attachments submitted in this application are correct and true to the best of our knowledge.
- B.** We are aware that any false information provided herein will result in rejection of the application and suspension of registration.
- C.** We agree to the terms of payments of audit, professional fees on monthly/quarterly basis on submission of the Internal Audit Reports or as decided by CSMCL.
- D.** I/ We also agree to deductions as admissible will be made towards the Central, State Govt. Taxes, duties etc.
- E.** I/ We understand that the CSMCL is empowered to reject any proposal without assigning any reason thereof.
- F.** I/ We also understand that all Payments shall be made in Indian Rupees and shall be subject to applicable deductions if any.

Place:

Signature of the Bidder with Seal

Date:

**NOTE: The Bidder shall also submit the undertaking mentioned in Annexure I along with the Bid documents uploaded on GeM portal.**

**ANNEXURE-VII**  
**EXPERIENCE CERTIFICATE FORMAT**

**(To be issued on the Official Letter Head of the Certifying Authority)**

This is to certify that M/s \_\_\_\_\_ (name of the bidder) has worked/appointed as internal auditor firm/ is working as internal auditor firm for \_\_\_\_\_ (details of the certifying authority along with details of work) for period as mentioned below:

<b>S. NO.</b>	<b>FINANCIAL YEAR</b>	<b>TURNOVER/BUDGET OF CERTIFYING AUTHORITY (in INR)</b>
1.	<b>2022-23</b>	
2.	<b>2023-24</b>	
3.	<b>2024-25</b>	

The performance of M/s \_\_\_\_\_ (Name of the bidder) has been satisfactory.

**Place:**

**Name of certifying authority with seal**

**and signature**

**Date:**