



KERALA STATE BEVERAGES (M&M)

CORPORATION LIMITED

(A GOVERNMENT OF KERALA UNDERTAKING)

Website: www.bevco.in, E-mail: itd@ksbc.co.in

Notification No.KSBC/MD/140/Liq/Supply

NOTICE INVITING OFFERS FOR REGISTRATION FOR SALE OF IMFL, WINE AND BEER TO KSBC UNDER RATE CONTRACT

1. The Corporation is the monopoly wholesale purchaser and seller of Indian Made Foreign Liquor (Brandy, Whisky, Rum, Gin, Vodka etc.) Wine and Beer in the State of Kerala and holds FL-9 License exclusively under the Abkari laws in the State for wholesale purchase of liquor produced by the bottlers and manufacturers in the state or anywhere from India or abroad.
2. Combining all the changes and Corrigendum updated since April 2022 for the invitation of the Rate Contract Agreement, the new terms and conditions are being uploaded in the Kerala Government e-tender portal <https://etenders.kerala.gov.in> for registration and for entering into the rate contract from the “Manufacturers owning a Distillery/Brewery/Blending/Bottling Unit/ Winery” with the Corporation for sale of IMFL, WINE and BEER to the Corporation until further notice. Separate e-Tender offers and prescribed EMD are to be submitted for IMFL, Wine and Beer. The last date for submission of e-Tender offers is 5.00 P.M on 5th December 2022. The offers will be opened at 11 AM on 7th December 2022.
3. Demand Drafts and all other documents specified in the Rate contract conditions are to be submitted in sealed covers at the Head Office of the Corporation at BEVCO TOWER, Vikas Bhavan.P.O, Palayam, and Thiruvananthapuram 695033 on or before 5.00 PM on 5th December 2022.
4. Copy of the Terms and Conditions governing the offers and other documents can be downloaded from the Kerala Government e-tender portal <https://etenders.kerala.gov.in>.
5. Besides the above, manufacturers of IMFL (Brandy, Whisky, Rum, Gin, Vodka etc.) Wine & Beer owning Distillery/Brewery/Blending/Bottling Unit/Winery who intend to enter into the rolls of the corporation **OR** supply additional brands throughout the year will be allowed to submit new/subsequent offers through e-tender portal of KSBC website (www.bevco.in) from 1st January 2023.
6. The offers shall be subject to the guidelines issued by the Corporation and Government of Kerala from time to time.
7. This invitation is only for registration of offer for entering into a rate contract. The Corporation shall not be under any obligation to accept any offer, brand or rate. The offeror shall have no right vested in him to insist on the Corporation to purchase the goods

manufactured by him. The Corporation reserves the right to cancel, modify or otherwise deal with the present invitation at its sole discretion.

8. The terms and conditions in this invitation are also applicable for those manufacturers who had already submitted the rate contract and accepted by the corporation during April/May 2022. They should also submit the signed copy of the new rate contract terms and conditions and make applicable changes as per the conditions on or before 05.12.2022.
9. For any queries/help, please contact the helpline No. 9447297905

Thiruvananthapuram
Date: 24.11.2022

S/d
CHAIRMAN AND MANAGING DIRECTOR



KERALASTATE BEVERAGES (MANUFACTURING AND MARKETING) CORPORATION LIMITED

(A GOVERNMENT OF KERALA UNDERTAKING)

BEVCO TOWER, Vikas Bhavan.P.O, Palayam, Thiruvananthapuram 695033

Phone: 0471 - 2724970, FAX: 0471 – 2727604

Website: www.bevco.in

E-mail: itd@ksbc.co.in

[KGST No:11010320/15-3-84, CST No:11015320/15-3-84, TIN No:32010194924 ,
PAN No.AAACK9431G]

Notification No.KSBC/MD/140/Liq Supply

24.11.2022

Terms and conditions for registration of manufacturers / Sellers for entering into rate contract for sale of IMFL, WINE and BEER to Kerala State Beverages (Manufacturing and Marketing) Corporation Ltd. (A Government of Kerala Undertaking).

1. (a) Offers are invited exclusively from Manufacturers of IMFL(Brandy, Whisky, Rum, Gin, Vodka etc.) WINE & BEER owning Distillery/Brewery/Blending Unit/Winery.
 - (b) The Corporation will have the right to inspect and satisfy the functioning of the Distillery / Brewery / Blending/ Bottling Unit / Winery of the manufacturer at any time before or during the rate contract for sale of liquor to the Corporation at their cost and for such inspection the Chief Executive or the authorized person of the Distillery / Brewery / Blending Unit / Winery shall extend all assistance. Instructions given after inspection in respect of functioning of the Distillery / Brewery / Blending Unit / Winery and maintenance of quality and other standards should be strictly complied with by the Unit.
 - (c) The offerors shall provide all information and data relating to their Distillery / Blending/ Bottling Unit / Brewery / Winery that may be requested for by the Corporation from time to time. Failure to furnish any information or wilfully furnishing incorrect information will ipso facto render the offer liable for rejection/cancellation.
2. (a) The offeror should also enclose Demand Draft of Rs.11800/- (Rs.10000+18%GST - non-refundable) drawn in favor of the Kerala State Beverages (Manufacturing and Marketing) Corporation Ltd., payable at Thiruvananthapuram being cost of Tender Form. (Demand Draft should be

scanned and uploaded on to the Portal and payment should not be made online).

- (b) Only offers which are submitted through the Kerala Government e-Tender Portal <https://etenders.kerala.gov.in> will be considered. Detailed instructions regarding documents/details to be submitted through the e-tender portal and documents/details to be submitted in sealed cover by the supplier at the Head Office of the Corporation is attached as Annexure C & Annexure C1. The documents/details to be submitted in sealed cover should be super scribed “**Offer for IMFL/WINE/BEER/KSBC/MD/140/Liq Supply** and addressed to the Chairman and Managing Director, Kerala State Beverages (Manufacturing and Marketing) Corporation Ltd., BEVCO TOWER, Vikas Bhavan. P.O, Palayam, Thiruvananthapuram 695033. The last date for submission of e-tender/ rate contract offers and submission of documents in sealed covers is 5 PM on 5.12.2022.
- (c) Besides the above, manufacturers of IMFL (Brandy, Whisky, Rum, Gin, Vodka etc.) Wine & Beer owning Distillery/Brewery/Blending/Bottling Unit/Winery, who intend to enter into the rolls of the corporation **OR** supply additional brands throughout the year will be allowed to submit new/subsequent offers through e-tender portal of KSBC website (www.bevco.in) from 01.01.2023
3. (a) Offers shall be for entering into rate contract for sale of IMFL/WINE/BEER to the Corporation. Separate offer and specified EMD should be submitted for sale of IMFL, WINE and BEER (using separate Digital Signature Token for IMFL, Wine and Beer). The offer for IMFL and Beer (other than Wine), shall be accompanied by a Bank Draft for an amount of Rs.1200000/- (Rupees Twelve lakhs only) drawn in favor of the Kerala State Beverages (Manufacturing and Marketing) Corporation Ltd., payable at Thiruvananthapuram towards initial Earnest Money Deposit. The offer for Wine shall be accompanied by a bank draft of Rs.50000/- (Rupees fifty thousand only) drawn in favor of Kerala State Beverages (M&M) Corporation Ltd. EMD of the successful offeror shall be converted into security deposit. The amount can also transferred to KSBC A/C (**YES Bank, Account no.034988700000160, IFSC: YESB0000349**) mentioning EMD in the narration and copy of digital transfer receipt can be enclosed with Tender. For a sale quantity of IMFL, BEER up to 15000 cases, security deposit shall be Rs.12 lakhs and shall progressively increase by Rs. 1 lakh for every additional sale of 15000 cases. This is up to a sale quantity of 1.5 lakh cases in total. For sale quantity beyond 1.5 lakh cases, Rs.2 lakhs will be realized for every additional sale of 25000 cases. The maximum security deposit will be Rs.1 Crore. For sale of Wine up to 2200 cases, Security deposit will be Rs. 1 lakh and shall progressively increase

by Rs.25000 for every additional sale of 550 cases of Wine. The maximum security deposit for wine will be Rs.10 lakhs. The security Deposit bears no interest. **(Demand draft/Digital receipt should be scanned and uploaded on to the portal)**

- (b) Offers uploaded without the prescribed EMD etc will be rejected.
 - (c) Offers, which do not satisfy the conditions laid down, are liable to be rejected and the EMD if any will be refunded.
4. The offers shall be made in the enclosed Annexure – B “Data-Sheet”.
5. (a) Only those brands and labels of IMFL, Wine and Beer, which have been registered with the Kerala Excise Department, will be purchased by the Corporation. The name of the brand once quoted and approved by the Corporation will not be permitted to be altered. The same approved name of the brand should be registered with the Kerala Excise Department. Brands quoted by an offeror shall not be a registered brand of another offeror and shall not be in violation of any law that may be in force from time to time. If any such violation is noticed, the Corporation may take such action as it may deem fit including recovery of direct or indirect expenses and damages that may be suffered by the Corporation and forfeiture of Security Deposit.
- (b) The following information is to be bar-coded (EAN 13 or Compatible) on the labels affixed to the bottles of liquor sold to the Corporation.
- i) Name of the Country
 - ii) Name of the Offeror
 - iii) Name of the brand.
 - iv) Size of the package
 - v) Check digit.

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

- (c) MRP should be printed on the labels of IMFL and Beer bottles sold to the Corporation. The MRP will be fixed in consonance with the taxation policy of the Government of Kerala and the decision of the Corporation in this respect. The MRP shall be rounded off to the next higher multiple of tens.
- (d) The labels affixed on the bottles and on the cartons should contain all information mandatory or otherwise required under any central or state laws such as the Abkari Act/Rules, the BIS standards, FSSAI Act/Rules etc. Particulars of the products printed on the outer cartons should be clear enough to identify the product and the inside contents very specifically. The particulars in the outer cartons should include the batch number and the manufacturing date of the product.

- (e) All sales are to normally forth come from the quoted Distillery / Blending Unit / Brewery / Winery only. The sales made (with particular reference to cartons, bottles and caps) should be tamper proof and in permissible standards prescribed. The seller will be responsible for its compliance and is to periodically confirm the effectiveness of the arrangements made in this respect. Sale from any unit other than the quoted Distillery / Blending Unit / Brewery / Winery will be allowed only with the prior written permission of the Corporation.
- (f) The rate quoted for each brand of IMFL / Beer / Wine shall be per case for sale at destination and the above rate includes freight, insurance, export duty, CST, Bottle deposit, packing, labeling, handling, loading, unloading expenses, other expenses and levies etc. , but does not include Kerala Import Duty, Kerala Excise duty and Kerala Sales Tax
- (g) The minimum rate quoted as above will be Rs.400/- per case for IMFL. The IMFL brands quoted for less than Rs.400/- will be rejected.
- (h) The Corporation may recover in advance the excise duty payable on supply of liquor and refund it only on receipt of liquor stock at the destination warehouse.
- (i) The manufacturers can quote as per the pack sizes mentioned below and the number of brands quoted shall not exceed a maximum of 20 brands
- (i) For IMFL the maximum number of permitted pack sizes will be five viz., 180 ml (48 bottles), 375 ml (24 bottles), 500 ml (18 bottles), 750 ml (12 bottles), and 1000 ml (9 bottles).
- (ii) For BEER the maximum number of permitted pack sizes will be three viz., 330 ml (24 bottles), 500 ml (24 cans) and 650 ml (12 bottles).
- (iii) The Corporation may allow new pack sizes or discontinue existing pack sizes as may be considered necessary.
- (j) A cost sheet in the prescribed format (enclosed as Annexure – A1) relating to each quoted brand of IMFL and Beer should be enclosed along with the Offer. The same should be signed by the Chief Executive of the Distillery / Blending Unit / Brewery / Winery and authenticated by a Chartered Accountant/Cost Accountant in practice.
- (k) ‘Sale’ for purpose of payment will be the point of ‘taxable sale’ by the Corporation under the KGST Act 1963.
- (l) Terms of Payment: Payment for the goods sold to the Corporation under Rate Contract will be only after the goods are sold by the Corporation:
- (i) Payment in respect of goods sold by the Corporation will be on a weekly basis, based on previous week’s sales, after deducting cash discount of 7% for IMFL and 6% for Beer/Wine.

Note: The Cash Discount will be levied only on the rate contract price fixed by the Corporation which does not include Kerala Excise Duty, Kerala Import Duty and Kerala Sales Tax.

- (ii) For any special transfer (STN) to shops, the Corporation will additionally levy display charges as below.
 - a) For IMFL- 14%+GST(on Landed Cost)
 - b) For BEER/WINE- 5%+GST(on landed Cost)
 - (iii) The above discount rates may be amended/ modified at any time for all/any category of liquor, by the Corporation as may be considered necessary.
 - (m) All amounts due to the Corporation, remaining unpaid will be deducted from the payments due to such seller, EMD, Security Deposit etc. of such seller.
 - (n) The Corporation reserves the right to modify the Rate Contract Terms in accordance with the Abkari Policy of the Government of Kerala or any modifications to any applicable statute issued by State or Central Government from time to time.
 - (o) The Corporation reserves the right to cancel the rate contract agreement with Manufactures / Sellers at any time without issuing any notice or assigning reason.
6. (a) The documents, viz., the completed data sheet (Annexure A, A1 and B as is applicable for IMFL Beer and Wine), and the copy of the terms and conditions governing the offer (on each page) shall be signed by the Chief Executive of the Distillery/ Brewery / Blending unit / Winery or by the Power of Attorney Holder as proof of acceptance of the terms and conditions and shall bear the seal of the Distillery / Brewery / Blending unit / Winery. The name, designation and address of the signatory should be clearly mentioned against each such signature. All correspondences should be through the authorized signatory, as above clearly mentioning his name, designation.
- (b) Manufactures should submit the brand ownership certificate of the brands quoted by them (Copyright, patent etc.). In case if the quoted suppliers are not the brand owners, for any brands, the quoted suppliers can supply the product only if the brand owners are also in the rolls of the corporation (for any other brands), or give an undertaking to the Corporation as may be specified by the Corporation along with non objection certificate.
7. (a) Once the rate of any of the brands is accepted / decided by the Corporation and the same is communicated by the Corporation, in writing to the offerors, it will constitute a complete rate contract. The Rate Contractor (Seller) will thereafter be liable to sell as much quantity of each brand / pack as and when

required by the Corporation at the approved rates and conditions. In case of failure to do so, the Corporation may take such action as it deems fit including levy of any penalty and/or recovery of any direct/indirect loss/damage that may be suffered by the Corporation apart from forfeiture of Security Deposit.

- (b) The quantity to be purchased from each seller shall normally depend upon the demand for the product. However Corporation has the full right to place orders for purchase as per its sole discretion and requirement.
 - (c) The Corporation may place additional purchase orders with the sellers who offer Trade Discount etc. on purchase of IMFL /BEER/WINE brands or for other reasons as per the sole discretion of the corporation.
8. (a) On receipt of the offers and their scrutiny by the Corporation, it shall be open to the Corporation to enter into negotiation with the offerer and
- (b) The Chief executive of the Offerer Company shall represent the firm at the negotiations.
9. Any offer, which does not satisfy the conditions or includes wrong information either in terms, documents or in the data sheet and schedules will be liable to be rejected.
10. The decision of the Corporation shall be final with respect to:-
- (a) Acceptance or rejection of any or all the offers without assigning any reason.
 - (b) To select the Distillery/Brewery/Blending/Bottling unit/Winery and brands out of those offered.
 - (c) Price fixation, terms of payment and all other terms with the offerers in respect of goods quoted/sold to the Corporation.
 - (d) Further, notwithstanding anything contained in the terms and conditions to the contrary, the Corporation shall be at liberty to relax, alter, amend, insert, omit any or all of the terms and conditions of the offer documents etc. to any Kerala Government owned Distillery / Blending Unit / Bottling Unit / Brewery / Winery and any Kerala based Distillery / Blending Unit / Bottling Unit / Brewery or any other category of Distillery/Brewery/Winery/Blending/Bottling unit eg. run by Corporation etc.in public interest and/or following guidelines issued by the state Government and in such cases the offerers and/or Rate Contractors/sellers, as the case may be, will not be entitled to impede such action by the Corporation in any manner whatsoever citing any reason whatsoever. The Corporation reserves the right to cancel, modify/ alter/amend or otherwise deal with all of the terms and conditions of the rate contract at its sole discretion.
11. The quality of IMFL, BEER and WINE sold should conform to the standards indicated in the annexure 'A' (enclosed). It shall also conform to the

specifications in the Kerala Abkari Act, Rules, BIS Regulations and Standards, FSSAI Rules and Regulations or other laws and Government Policy as revised and retained from time to time.

The Chemical Examination Certificate and a certificate showing that ENA has been used in production in case of IMFL (except scotch whiskies / Wine) should be sent to the Corporation against dispatch of each batch of IMFL. For IMFL such Chemical Examination Certificates should be duly authenticated by the Chief Chemical Examiner/Authority recognized by the State/Analyst of a local agency appointed by Corporation and ENA certificate by the Chief Executive of the Distillery / Blending Unit authenticated by Excise Authority. Chemical Examination Certificates of Beer should be authenticated by the Chemist/Brew Master of the brewery and duly authenticated by Excise authority of the brewery. Those goods which arrive without the specified chemical examination certificate shall not be released for sales and such goods will be disposed of by the Corporation as per provisions of the Abkari Act and Rules and the cost there of will be realized from the respective Seller in the manner prescribed. The Corporation also reserves the right to periodically subject the samples for chemical examination/verification of standards and the expenses incurred by the Corporation for such Chemical examination/verification will have to be borne by the Seller. Ensuring the quality of the products as per the standards and the quality specifications will be the absolute responsibility of the respective Seller.

12. (a) The entire goods of IMFL, BEER and WINE sold to the Corporation should get exhausted through sales within 90 days from the date of receipt of these goods in the depots of the Corporation. As otherwise, such goods will be liable for such actions and penalty as specified in the penalty clause.
 - (b) The goods remaining unsold beyond 240 days will be liable for such actions and penalties as specified in the penalty clause.
 - (c) Subject to approval by Excise Authorities, the Corporation reserves the right to destroy all such goods, which are not sold out within 360 days from the date on which they were received in the depots of the Corporation. Further, such goods will be liable for such actions and penalty as specified in Penalty Clause.
13. (a) The Manufacturers/Seller shall make all adequate arrangements for transport and free delivery of goods, in good condition at the designated depots (as in Annexure to B - (i)) within the validity period of the import/transport permit and any failure to do so will attract penalty and recovery of expenses, duties etc.. In case of any accident enroute the Seller shall immediately lodge a complaint before the Police Station and Excise authorities having jurisdiction. Simultaneously, the Seller shall forthwith inform the Corporation about the accident by the quickest mode of communication. The Seller shall thereafter produce relevant documents in support of such accident in case where revalidation or any other legal formalities have to be complied with.

- (b) The goods shall normally be delivered during working hours of the Corporation's depots. There shall normally be no receipt of goods at the depots on Sundays and other holidays on which days the depots shall remain closed. The responsibility for the goods till their unloading and stacking inside the depot will be that of the Seller.
 - (c) To Improve the Track and Trace, there shall be a process of affixing the QR code embedded security label in the bottles at the distillery/brewery. The track and trace of the goods from distillery to warehouse and to retail unit can be carried out by scanning the uniquely identifiable security label affixed on the bottles. The Manufacturers/Seller should be equipped with all the infrastructural facilities as per the specification mentioned by the Corporation, for affixing the QR code embedded security label in the bottles supplied to the Corporation. The QR Coded labels will be printed and provided to the Manufacturers/Seller by the Corporation. The cost of the security labels is to be borne by the Manufacturers/Seller themselves at a rate that may be fixed by the Corporation from time to time.
- 14. Once a brand is offered and accepted by the Corporation, the Seller shall not unilaterally discontinue its sale without reasonable cause and without giving advance notice to the Corporation of not less than sixty days intimating Seller's intention to discontinue. Failure to observe the above condition will result in the Corporation blacklisting the defaulting Seller and forfeiture of the Security Deposit and/or levy penalty as the Corporation may decide.
- 15. (a) This Rate Contract offer invitation is subject to the Abkari Policy of Government of Kerala for the year or for any period thereafter, with respect to all matters determined from time to time by the said Abkari Policy and covered under this Rate Contract.
 - (b) The currency of the contract and the terms and conditions spelt out herein shall always be subject to the Abkari Laws any other Law in force and policies of the Union and State Governments from time to time.
- 16. (a) This invitation is only for registration of offer for entering into a rate contract. The Corporation will not be under any obligation to accept any offer, brand or rate. The offeror shall have no right vested in him to insist on the Corporation to purchase the goods manufactured by him.
 - (b) The contract can be terminated at the option of the Corporation at any time without any notice period or the Seller by giving a notice for clear period of 90 days, which date shall be determined from the date on which the notice reaches Corporation through registered post.
- 17. (a) If any amount debit to the account of the Seller for any contingencies, inspection etc. payable under the contract agreement or expressly agreed to be debited in the course of business transactions with the Seller exceeds the balance maintained by the Corporation in the account of the Seller, the

Seller will indemnify the Corporation accordingly and make payments, on demand.

- (b) The value of transit and/or godown breakage (if any), along with Gallonage Fee if any leviable thereon and duly recorded by the Corporation, shall be debited to the Seller.

18. Offences and Penalties

The Corporation shall have the right to impose penalties and recover the expenses incurred from the seller for breach of Permit / Tender conditions, Laws, Rules & Regulations, decisions of the Corporation and for violation of quality conditions of goods sold, and also for committing omissions, irregularities and similar conducts etc.

Further, the Corporation shall have the right to impose penalties and also recover expenses incurred towards revalidation/regularization etc., from the respective seller. Further,

- (a) Where the goods sold to the Corporation do not get exhausted through sales within 90 days from the date of receipt of goods in the depots/FL01 Shops of the Corporation, the Corporation shall levy a penalty as may be determined by the Corporation from time to time, for the goods remaining unsold beyond 90 days from the date of their receipt in the depots /FL-01 shops of the Corporation and until they are finally disposed off. The penalty amount will be calculated brand wise on FIFO basis or such other basis as may be determined by the Corporation from time to time. The amount of penalty so levied will be deducted from the payment due/Security Deposit etc. of the Seller. The Corporation reserves the right to move these goods to other warehouse/Shops of the Corporation for effecting sale etc. and the expenses incurred thereon shall be debited to the account of the seller.
- (b) In order to dispose non-moving/more than 90 days old stock, suppliers may submit any incentive offer, scheme for their sale which will be considered on merit as per the excise rules & regulations.
- (c) Where goods continue to be held up, without being sold out for more than 240 days, in addition to the provisions of Clause (a) above, the Corporation reserves the right to debit all expenses and other statutory duties incurred to the account of respective seller and recover it from the payment due or Security Deposit etc.
- (d) Subject to approval by Excise Authorities, in addition to the provisions of Clause (a) above, the Corporation reserves the right to destroy all such stocks which are lying unsold for more than 360 days from the date on which they were received in the depots of the Corporation and debit cost, duties, expenses incurred on such destroyed stocks to the account of the respective

supplier and recover the same from the payments due or Security Deposit etc.

- (e) Penalty for revalidation / regularization / cancellation of permits and withholding of permit Application, penalty for Exiting a Brand etc, will also be recovered or debited to the Seller.
- (f) In case of failure of the Rate Contractor (Seller) to sell as much quantity of each brands/pack as and when required by the Corporation at the approved Rates and Conditions as required in Clause 7, the penalty to be levied shall be such as may be decided by the Corporation from time to time.

19. Prejudicial Acts

If during the currency of the contract, the Seller or any of his representatives, workers or Agents is found indulging in any activity which directly or indirectly is prejudicial to the interests of the Corporation or found guilty of:

- (a) Offering illegal gratification including offering a bribe, reward or advantage etc. pecuniary or otherwise to any officer/employee of the Corporation,
 - (b) indulging in any malpractice such as forgery, falsification or fabrication of any documents, bills, vouchers, delivery chalans, misuse of Transport / Import permit/permit applications etc. or introduction of any liability in connection with the sale of IMFL and BEER which amounts to an offence punishable under Indian Penal Code or any other enactment.
 - (c) Furnishing any incorrect or misleading information, the Corporation, without prejudice to other legal rights, shall have the right to terminate the contract forthwith, blacklist the Seller, destroy/dispose goods purchased from them and remaining in stock of the Corporation, forfeit the Security Deposit and such other amount that may be lying with the Corporation besides initiating other appropriate action. All expenses / losses that may be incurred by the Corporation in this regard shall be recovered from the Seller.
 - (d) It shall be open to the Corporation to terminate the contract forthwith if the Seller violates any one of the provisions of the contract or any of the provisions of the Kerala Abkari Act or any other Law or the Rules made there under and in force or any decision of the Board of Directors of the Corporation. The Security Deposit and other amounts lying with the Corporation shall be forfeited and the Seller-company blacklisted. Appropriate legal action will also be initiated and the Seller will be held liable for damages and costs incurred by the Corporation.
20. The e-tender offers and sealed covers shall be opened by the Chairman and Managing Director or by other officer of the Corporation authorized in this behalf by the Chairman and Managing Director at 11.00 AM on 07.12.2022 at the Head Office of the Corporation.

21. The Corporation may at its sole discretion at any time modify/delete/add/amend any of the terms and conditions of the Rate contract as may be considered necessary or in public interest.

22. Mediation/Arbitration

All disputes and claims that may arise between the Corporation and the Seller in respect of the sales / purchases made under this contract shall be initially referred to mediation/arbitration to a person/authority as may be decided by the Corporation which will normally be done with the consent of seller.

23. Assignment

The contract is not assignable on either side.

I,
Chief Executive / Power of Attorney Holder of the Distillery / Brewery / Blending Unit / Winery do hereby confirm that I accept all the above terms and conditions of the rate contract.

Signature of Chief Executive /
Power of Attorney Holder/ Authorized Agent

Place : Name :
Date : (Seal) Designation :
Address :

(Terms and Conditions of the Rate contract 1 to 23 to be signed with name on all pages by the Chief Executive of the Distillery / Brewery / Blending Unit / Winery or his Power of Attorney and to be scanned and uploaded on to the Portal.)

ANNEXURE – A
KERALA STATE BEVERAGES (MANUFACTURING AND MARKETING) CORPORATION
LIMITED
QUALITY SPECIFICATION FOR IMFL , WINE AND BEER

(a) **IMFL & WINE** - It should conform to the specifications in the Kerala Abkari Act, Rules, BIS Regulations and Standards, FSSAI Rules and Regulations or other laws and Government Policy as revised and retained from time to time.

	Characteristic	Rum	Gin	Whisky	Brandy	Vodka	Wine/Champagne/Fruit Wine
1	Total solids, percent(m/v) Max.g/100 ml.	0.8	..	0.2	0.2	0.005	Wine shall be free from any unpleasant odour, taste, cloudiness, mould and bacterial growth. It shall be free from any ingredients injurious to health
2	Volatile acids as acetic acid (Max) (expressed in terms of 100 ltrs. Of absolute alcohol)	50 gm	5 gm	20 gm	20 gm	2 gm	
3	Esters as Ethyl acetate (min) expressed in terms of 100 ltrs. Of absolute alcohol	20 mg	5 mg	Malt Whisky 20 gms. Whisky 3 gm.bld. Malt whisky 8 gm	Grape brandy : 20 gms Brandy 3 gm Blended Grape Brandy 8 gm	10 gm	Such Other conditions the Corporation shall insist later (if found necessary) shall also be followed by the supplier.
4	Higher alcohols as amyl alcohol (Max.) (expressed in terms of 100 ltrs. Of absolute alcohol)	200gm	50gm	300 gm	300 gm	50 gm	
5	Aldehydes as acetaldehyde (Max) expressed in terms of 100 ltrs. of absolute alcohol	30gm	20gm	Malt & Blended M. Wsky 30 gm 15gm	Blended & Grape Brandy 30 gm Brandy 15gm		
6	Ethyl alcohol content per cent (v/v), (15/15 ⁰ c)	Max. 42.8	Max. 37.14 (35 ⁰ U.P)	Max. 42.8	Max. 42.8		As per FSSAI Norms
7	Methyl alcohol	Within the prescribed limits					

Requirements of Beer

(b) **BEER** - It should conform to the specifications in the Kerala Abkari Act, Rules, BIS Regulations and Standards, FSSAI Rules and Regulations or other laws and Government Policy as revised and retained from time to time.

1	Ethyl alcohol content at 15 ⁰ c(% v/v)				6% v/v		
2	P.H				3-4.8		
3	Carbon dioxide (%w/v) (Min.)				0.3		

COST SHEET AS ON: _____

BRAND: _____

Name and Address of Distillery / Blending Unit / Winery / Brewery making sale: _____

		IMFL					BEER		
		180 ml	375 ml	500 ml	750 ml	1000 ml	330 ml	500 ml	650 ml
(i)	<u>Direct Material (List out all expenses)</u>	-							
(ii)	Direct Labour								
(iii)	Direct Expenses								
(iv)	Carriage inwards								
(v)	Other Direct Overheads								
	<u>PRIME COST</u>	-							

DATA SHEET

(To be typed in Letter Head/in duplicate)

1. Name, address, Telephone/Telex/Fax Nos. etc. of the manufacturing Distillery /Brewery/Blending Unit/Winery/Brand Owners.
2. (a) Address for correspondence Telephone/E-Mail/Fax Nos. etc. of the manufacturing Distillery / Brewery / Blending Unit/Winery/Brand Owners.

(b) Proof of Constitution (ie, Articles of Association, Memorandum of Association, Certificate of Incorporation, details of Directors in case of Companies and Partnership Deed and Partners details in respect of Firms, Udyog Adhar in respect of Proprietorship if any)
3. Name, Address and Telephone/E-Mail/Fax numbers etc. of the Chief Executive of the Distillery / Brewery / Blending Unit/Winery/Brand Owners.

(a) Name, Address and Telephone/E-Mail/Fax numbers of the Managing Director/Chief Executive of the Company / firm owners of the unit.
4. Name, Address, and Telephone/Telex/Fax numbers of the Executive of the company authorized to interact with the Corporation.

(a) Name, Address and Telephone/Fax numbers of the Board of Directors /Partners /Trustees of the company /Firm/society.
5. Type of manufacturing Unit

a) Distillery	b) Brewery	e) Others
c) Blending Unit	d) Winery	
6. Ownership of the Unit

a) Proprietor	b) Partnership
c) Public Ltd.	d) Private Ltd.
e) Co-operative Society	f) Others
7. Total production capacity of the manufacturing distillery /Brewery/ Blending Unit/ Winery in a Year.

i) In bulk litres	ii) In cases
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8. a) No. of cases that can be produced in a day

i) IMFL	ii) BEER	iii) WINE
---------	----------	-----------

- b) No. of cases that can be produced in a year
 - i) IMFL
 - ii) BEER
 - iii) WINE
- c) Specify details brand and pack size in separate enclosure.

9. Whether supplying to other states (other than Mahe)

- a) Yes
- b) No

Specify details of IMFL and Beer Brand and pack size in separate enclosure.

10. Whether supplying to Mahe

- a) Yes
- b) No

Specify details of IMFL and Beer brand and pack size sold in separate enclosure.

11. Whether supplying to Canteen Stores Department, Armed Forces/Army purchase organization.

- a) Yes
- b) No

Specify details of IMFL and Beer brand and pack size sold in separate enclosure.

12. (i) No. of cases that can be sold to KSBC in a month.

- a) IMFL
- b) BEER

(Specify details of IMFL and Beer brand and pack size sold in separate enclosure).

(ii) Alternate source Distilleries/Blending Units/Breweries/Wineries not separately quoted from which you wish to sell. (Enclose details specified 1 to 8 above).

13. Details of tie-up with other units:

- a) Name of Unit/Units
- b) Location
- c) Whether the tie-up Unit is already a supplier to KSBC
 - i) Yes
 - ii) No

Enclose copy of tie-up agreement.

Specify details of IMFL and Beer brand and pack size in separate enclosure.

14. Whether the manufacturing Distillery / Brewery / Blending Unit/ Winery possess a COB license issued by the Central Government (Central Molasses Board).

If yes, enclose photocopy of license and confirm.(License to be scanned and uploaded on to the Portal)

- a) No. and date of issue of the license.
- b) Date of expiry of the licence.
- c) Whether the certified copy of the licence is enclosed.
 - i) Yes
 - ii) No

15. Whether the manufacturing Distillery / Brewery / Blending Unit/ Winery possess the license issued by the State Government. (License to be scanned and uploaded on to the Portal)

If yes, enclose photocopy of licence and confirm.

- a) No. and date of issue of the licence.
- b) Date of expiry of the licence.
- c) Whether the photocopy of the licence is enclosed.
 - i) Yes
 - ii) No

16. (a) Income Tax Permanent Account Number details
- (b) TIN Number (Kerala Government)
- (c) Central Sales Tax (CST)
- (d) SGST / CGST / KGST Number

17. Whether the manufacturing unit is a micro, small or medium Enterprise? If so, certificate of the same is to be enclosed.

- 18 (a) List of Brands for IMFL / Wine / Beer quoted for sale along with FOD(Free on Delivery) rate for the year, to be entered in the excel proforma in the e-tender site <https://etenders.kerala.gov.in>

- 18 (b) Sellers information to be submitted in the proforma attached in the letter head of the seller.

19. Details of authorized local Representatives to be submitted in the following proforma in the Letter Head of the Seller.

Sl.No.	Name	Address	Telephone	Fax	Authorized to

20. Details of Name of Bank, Bank Address, Bank Account Number of the supplier & IFS Code of the bank branch and Copy of Bank Statement /Cancelled Cheque leaf.
21. Proof of Constitution (ie Articles of Association, Memorandum of Association, Certificate of Incorporation ,Details of Directors in case of companies and Partnership Deed and Partners details in respect of Firms, Udyog Aadhar in respect of Proprietorship if any
22. Any other matter.

18. (a) List of Brands of IMFL / Wine / Beer quoted for sale along with FOD rate.

Sl.No.	Liquor type (Brandy, Whisky, Rum, Gin, Wine, Vodka, Beer)	Brand Name of Product	Strength UP	Unit ML	Number of Bottles in one Case	Rate per case for Destination (in Rs.)	Whether the product was approved by the Corporation in the previous Rate Contract	If so product code listed in the KSBC latest pricelist	If so the last approved rate per case for Destination	Brand Name used in previous year	Whether the product has been registered with the Commissioner of Excise Kerala, If so furnish Reg.no	Name of the state from which you propose to sell the brand
							Yes/No					

Note 1. The above rate per case for sale at destination includes freight, insurance, export duty, CST, Bottle deposit, packing, labeling, handling, loading, unloading expenses, other expenses and levies etc., but does not include Kerala Import Duty, Kerala Excise duty and Kerala Sales Tax.

18. (aa) Please indicate whether any brand indicated in 18 (a) above, was approved under any other company in the previous year and if so specify.

Sl.No.	Name of Brand	Name of the company under which the brand was approved in previous year

NB: Enclose No objection Certificate of the company from where the brands above were approved in previous financial year. Also enclose a Certificate (from the quoted supplier of the brand) to undertake the liabilities, if any, of the brand.

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

Signature of Chief Executive

Place : _____ Name : _____
 Date : _____ (Seal) Designation : _____
 Address : _____

18. (b) Sellers information

Name of Seller	Address of Registered Office with Pin code, Contact Number, E-mail etc.	Address of Distillery Brewery/Blending Unit/ Winery with Pin code, Contact Number, E-mail etc. (Address 1)	Address of Distillery Brewery/Blending Unit/ Winery with Pin code, Contact Number, E-mail etc. (Address 2)	Address of Distillery Brewery/Blending Unit/ Winery with Pin code, Contact Number, E-mail etc. (Address 3)

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

Signature of Chief Executive

Place : _____ Name : _____
 Date : _____ (Seal) Designation : _____
 Address : _____

- NB:
1. In options given mark _/ wherever applicable.
 2. All data sought should be given in this format only. Wherever it is specially stated to keep enclosures, the same has to be separately attached.
 3. All the columns should be filled. No column should be left blank.
 4. Incomplete data sheet is liable to be rejected.

LOCATION OF KSBC FL-9 WAREHOUSES

Sl. No.	Warehouse at	Office No.	Mobile No. (Warehouse Manager)
1	Russelpuram, Balaramapuram, Thiruvananthapuram	0471-2409181	9446002378
2	Pazhakutty, Nedumangad, Thiruvananthapuram	0472-2813566	9447297922
3	Near ITI, Attingal, Thiruvananthapuram	0470-2622628	9447297911
4	Karikode, Kollam	0474-2710029	9447297912
5	Kottarakkara, Kollam	0474-2453880	9446000568
6	Kodumthara, Pathanamthitta	0468-2225772	9447297915
7	Valanjavattom, Thiruvalla, Pathanamthitta	0469-2711551	9447297919
8	Kommady, Alappuzha	0477-2245815	9447297913
9	S.H.Mount, Kottayam	0481-2565379	9447297918
10	Ayarkunnam, Kottayam	0481-2966540	94970 44564
11	Olamattom, Thodupuzha, Idukki	0486-2223062	9446000564
12	Pettah, Thrippunithura, Ernakulam	0484-2302130	9446000560
13	Choondy, Aluva, Ernakulam	0484-2838400	9447297910
14	Vengola, Perumbavoor, Ernakulam	0484-2595733	9446000567
15	Chalakkudy, Thrissur	0480-2708284	9447297901
16	Kuriachira, Thrissur	0487-2250524	9447297909
17	English Church Road, Palakkad	0491-2538094	9447297920
18	Menonpara, Palakkad		9447531680
19	Angadipuram, Perinthalmanna, Malappuram	0493-3221080	9497044797
20	Vellayil, Kozhikode	0495-2765023	9447297921
21	Thavakkara, Kannur	0497-2705470	9447297914
22	Battathoor, Kasaragode		9446000561
23	Kalpetta, Wayanad	0493-6204955	9447622100
24	Naduvannur, Kozhikkode		
25	Kadavanthra, Ernakulam		
26	Menonkulam, Thiruvananthapuram		

Or such other warehouses to be designated from time to time.

ANNEXURE C

INSTRUCTIONS TO THE IMFL, WINE AND BEER RATE CONTRACT OFFERORS

A. DOCUMENTS / DETAILS TO BE SUBMITTED THROUGH THE KERALA GOVERNMENT e-TENDER PORTAL <http://etenders.kerala.gov.in>

List of documents to be scanned and uploaded on to the Kerala Government e-Tender Portal

1. Terms and Conditions of the Rate contract 1 to 23 to be **signed on all pages** by the Chief Executive of the Distillery / Brewery / Blending Unit / Winery or his Power of Attorney and **to be scanned and uploaded on to the Portal.**
2. Offers shall be for entering into rate contract for sale of IMFL/WINE/BEER to the Corporation. Separate offer and specified EMD should be submitted for sale of IMFL, WINE and BEER (using separate Digital Signature Token for IMFL, Wine and Beer). The offer for IMFL and Beer (other than Wine), shall be accompanied by a Bank Draft for an amount of Rs.1200000/-(Rupees Twelve lakhs only) drawn in favor of the Kerala State Beverages (Manufacturing and Marketing) Corporation Ltd., payable at Thiruvananthapuram towards initial Earnest Money Deposit. The offer for Wine shall be accompanied by a bank draft of Rs.50000/-(Rupees fifty thousand only) drawn in favor of Kerala State Beverages (M&M) Corporation Ltd. EMD of the successful offeror shall be converted into security deposit. The amount can also transferred to KSBC A/C (**YES Bank, Account no.03498870000160, IFSC: YESB0000349**) mentioning EMD in the narration and copy of digital transfer receipt can be enclosed with Tender. For a sale quantity of IMFL, BEER up to 15000 cases, security deposit shall be Rs.12 lakhs and shall progressively increase by Rs. 1 lakh for every additional sale of 15000 cases. This is up to a sale quantity of 1.5 lakh cases in total. For sale quantity beyond 1.5 lakh cases, Rs.2 lakhs will be realized for every additional sale of 25000 cases. The maximum security deposit will be Rs.1 Crore. For sale of Wine up to 2200 cases, Security deposit will be Rs. 1 lakh and shall progressively increase by Rs.25000 for every additional sale of 550 cases of Wine. The maximum security deposit for wine will be Rs.10 lakhs. The security Deposit bears no interest. (**Demand draft/Digital receipt should be scanned and uploaded on to the portal**)
3. Demand Draft of Rs.11800(10000+GST- non-refundable) drawn in favor of the Kerala State Beverages (Manufacturing and Marketing) Corporation Ltd., payable at Thiruvananthapuram being cost of Terms and Condition governing the offer and other documents. **Demand Draft should be scanned and uploaded on to the Portal and payment should not be made online.**
4. Distillery / Brewery / Blending Unit / Winery license **to be scanned and uploaded on to the Portal. Copy of the original in colour**

Details of brand name, strength of liquor, pack size/unit, FOD rate per case offered etc to be entered in the respective column of the format in the e-Tender Portal

List of Brands of IMFL / Wine / Beer quoted for sale along with FOD (Free on Delivery) rate to be filled up by the respective supplier in the Excel format given in the portal (Data sheet – Annexure B – Item 18 (a) for IMFL, Wine and Beer.

B. DOCUMENTS/DETAILS WHICH ARE TO BE SUBMITTED BY THE OFFERER/ LIQUOR SUPPLIER DIRECTLY IN SEALED COVERS AT THE HEAD OFFICE OF THE CORPORATION PRIOR TO THE CLOSING TIME OF THE RATE CONTRACT OFFERS.

1. Earnest Money Deposit DD/Digital receipt of amount as specified, DD for Rs.11,800/- , Distillery / Brewery / Blending Unit / Winery license.
2. That quality of IMFL, WINE and BEER sold to KSBC would conform to the standards indicated in the Annexure ‘A’. This is to be signed by the Chief Executive and submitted in the letter head of the Company submitting the offer.
3. Cost sheet in the prescribed format (enclosed as Annexure – A1) relating to each quoted brand of IMFL, WINE and BEER should be enclosed along with the Offer. The same should be signed by the Chief Executive of the Distillery / Blending Unit / Brewery / Winery and authenticated by a Chartered Accountant/Cost Accountant in practice.
4. Data sheet giving information of the offerer.

Note:

1. The Tender condition should be signed with name in all pages by the Chief Executive of the Company and the manufacturing Distillery / Brewery / Blending Unit / Winery or his power of attorney holder and shall bear the seal of the distillery / brewery / blending unit / Winery.
2. Only offers submitted by the Chief Executive of the Company and of the manufacturing distillery / brewery / blending unit / Winery / Brand Owners or his power of Attorney Holder would be accepted.
3. Only manufacturers owning distillery / brewery / blending unit / Winery will be accepted as a seller.
4. In case the offer is submitted by the power of Attorney Holder, the original power of Attorney should be enclosed along with the offer.

ANNEXURE C1

OTHER INSTRUCTIONS TO THE IMFL, WINE AND BEER RATE CONTRACT OFFERERS FOR E-SUBMISSION OF OFFERS ONLINE THROUGH THE KERALA GOVERNMENT e-TENDER PORTAL <https://etenders.kerala.gov.in> FOR REGISTRATION FOR SALE OF IMFL, WINE AND BEER TO THE KERALA STATE BEVERAGES (M&M) CORPORATION LIMITED

1. Offerer for should do the registration in the Kerala Government e-Tender Portal <https://etenders.kerala.gov.in> using the option available. Then the Digital Signature registration has to be done with the e-token, after logging into the site. The e-token may be obtained from one of the authorized Certifying Authorities such as Safes crypt/n Code/e Mudhra/Capricon.
2. Offerer should then login to the site thro' giving user id / password chosen during registration.
3. The e-token that is registered should be used by the offerer and should not be misused by others.
4. After downloading / getting the terms and conditions governing the offer and other documents, schedules etc, the Offerer should go thro' them carefully and then submit the documents as asked, otherwise, the offer will be rejected.
5. If there are any clarifications, this may be obtained online thro' the tender site, or thro' the contact details. Offerer should take into account the corrigendum if any published before submitting the offer online.
6. Offerer, in advance, should get ready the offer documents to be submitted as indicated in the tender schedule and they should be in PDF/xls/doc formats. If there is more than one document, they can be clubbed together.
7. Offerer should get ready the EMD as specified in the terms and condition for registration for entering into Rate Contract. The original should be posted/couriered/given in person along with the other documents to be submitted at the Head Office of the Corporation, so as to reach the Offer Inviting Authority, within the offer submission date & time. A scanned copy of the EMD should be uploaded in the tender portal using EMD Exemption mode.
8. The Offerer should read the terms & conditions and accept the same to proceed further to submit the Rate Contract Offers.
9. The **Offer Inviting Authority** will not be held responsible for any sort of delay or difficulties faced during the submission of the offer online by the Offerers.
10. The Offerer should submit the offer documents by online mode through the site (<https://etenders.kerala.gov.in>).

11. The tendering system will give a successful offer updation message after uploading all the offer documents submitted & then an offer summary will be shown with the offer no, date & time of submission of the offer with all other relevant details. The documents submitted by the Offerers will be digitally signed using the e-token of the Offerer and then submitted.
12. The offer summary has to be printed and kept as an acknowledgment as a token of the submission of the offer. The offer summary will act as a proof of offer submission for the Rate Contract.
13. Offerer should log into the site well in advance for offer submission so that he submits the offer in time i.e on or before the offer submission end time. If there is any delay, due to other issues, offerer only is responsible.
14. The Offerer should see that the offer documents submitted should be free from virus and if the documents could not be opened, due to virus, during tender opening, the offer is liable to be rejected.
15. The time settings fixed in the server side & displayed at the top of the tender site, will be valid for all actions of requesting, offer submission, offer opening etc., in the e-tender system. The Offerers should follow this time during offer submission.
16. All the data being entered by the Offerers would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered will not viewable by unauthorized persons during offer submission & not be viewable by any one until the time of offer opening. Overall, the submitted tender documents become readable only after the tender opening by the authorized individual.
17. The confidentiality of the offers is maintained since the secured Socket Layer 128 bit encryption technology is used. Data storage encryption of sensitive fields is done.
18. The Offerers are requested to submit the offers through online e-tendering system to the Offer Inviting Authority well before the offer submission end date & time (as per Server System Clock), so as to avoid any delay or problem during the submission process.
19. The Offerer should logout of the tendering system using the normal logout option available at the top right hand corner and not by selecting the (X) option in the browser.
20. The Offeror shall avail the support of Kerala State IT Mission (KSITM) eProcurement Helpdesk for clearing all technical issues related to eTendering System, well within the submission timeline, to avoid last minute submission issues.
Kerala eProcurement
(On all Government working days from 10.00 am to 5.30 pm)
Kerala State IT Mission, Vrindavan Gardens, Saankethika, near EPF Office, P.O,
Pattom, Thiruvananthapuram, Kerala 695004
Ph: 04718525444.
