

**INVITATION OF OFFERS**  
**FOR SUPPLY OF**  
**"BEER"**

**e-PROCUREMENT NOTIFICATION**

**NO:APBCL/I/2013-14, DATED: 26.10.2013**

**ANDHRA PRADESH BEVERAGES CORPORATION LIMITED**  
**(A State Government Undertaking)**

**4<sup>TH</sup> FLOOR, PROHIBITION & EXCISE COMPLEX,**

**M.J.ROAD,NAMPALLY, HYDERABAD – 500 001**

**PHONE: 24747306/307    FAX: 24746403**

**E Mail : [apbclmm@yahoo.co.in](mailto:apbclmm@yahoo.co.in) or [apbclpo@yahoo.com](mailto:apbclpo@yahoo.com)**

**ANDHRA PRADESH BEVERAGES CORPORATION LIMITED**  
**(A State Government Undertaking)**  
**4<sup>th</sup>, FLOOR ,PROHIBITION AND EXCISE COMPLEX,**  
**9 & 10, EASTERN M.J. ROAD**  
**HYDERABAD – 500 001**

**PHONE:040-24747307 / 306**

**FAX: 040-24746403**

E MAIL: [apbclmm@yahoo.co.in](mailto:apbclmm@yahoo.co.in) or [apbclpo@yahoo.com](mailto:apbclpo@yahoo.com)

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**e-Procurement Notification No. APBCL/I/2013-14 Dated: 26.10.2013**

As per section 4 of Andhra Pradesh (Regulation of Trade in Indian Made Foreign Liquor, Foreign Liquor, Act, 1993 {Act No.15 of 1993} [as amended by Act No.17 of 2006], the right to carry on wholesale trade and distribution of Indian Liquor, Foreign Liquor, Wine and Beer solely vest in the Government THE ANDHRA PRADESH BEVERAGES CORPORATION LIMITED, a Corporation wholly owned and controlled by the Government has the exclusive privilege of importing, exporting and carrying on the wholesale trade and distribution of Indian Made Foreign Liquor, Foreign Liquor, Wine and Beer on behalf of the Government, for whole of the State of Andhra Pradesh and no other person shall be entitled to any privilege of importing, exporting and supplying the same in wholesale or distributing the same for the whole or any part of the State.

Now the Corporation by virtue of powers conferred under the above act invites price offers on behalf of Government of Andhra Pradesh for supply of all categories of Beer from Breweries possessing licence issued by competent authority, located within the country on Rate Contract Basis, for arranging supply to the various IMFL wholesale depots located in the entire State of Andhra Pradesh. The Breweries located in India possessing a valid License (including Excise License) issued by the competent authority of any State Government or Union territory in India and are willing to enter into rate contract agreement with the Corporation for supply of the Beer during the year 2013-2014 may submit their offers. The offers should conform to the offer conditions set out in the schedule.

Schedule for Beer containing the terms and conditions can be obtained from online website – [www.eprocurement.gov.in](http://www.eprocurement.gov.in) (or) [tender.eprocurement.gov.in](http://tender.eprocurement.gov.in)

The offers in Annexure-I & II should be submitted online only.

Apart from submitting Annexure-I & II on online the offerors are also required to submit the required EMD, Offer process fee and brand approval fee (as detailed below) in a sealed cover duly super-scribed as **"FOR SUPPLY OF BEER"** at the above address before **2.00 PM on 22.11.2013.**

The EMD is Rs.1,00,000/- (Rupees One lakh only), Offer Scrutiny Fee is Rs.10,000/- (Rupees Ten Thousand only) and Brand approval fee @ Rs.5,000/- (Rupees Five Thousand Only) upto 2 (two) packs / sizes and @ Rs.1,000/- (Rupees One Thousand only) for every additional pack / size for each brand offered to supply.

Offers not accompanied by Earnest Money Deposit, Offer Scrutiny Fee, brand approval fee and those received after **2.00 PM on 22.11.2013** will be rejected.

The online offers will be opened at **3.00 pm on 22.11.2013** on **[www.eprocurement.gov.in](http://www.eprocurement.gov.in) or <https://tender.eprocurement.gov.in>**. The representatives of Breweries who have offered online can be present at the time of opening the online offers.

For any support on e-Procurement offer submission process/technical support all offerors should contact over phone or in person M/s.Vayam Technologies Limited, e-Procurement helpdesk support at:

**e-Procurement Help Desk  
Vayam Technologies Limited,  
Plot No.107, Ist Floor,  
Lumbini Enclave, Opp: NIMS Hospital,  
Near Hotel Urvasi, Punjagutta,  
Hyderabad -500082,  
Andhra Pradesh, India.**

**Contact Phone Numbers**

**Land Line: +91- 040- 44426250 / 51  
Fax: +91- 040- 44426252  
E-Mail: [helpdesk.eproc@vayamtech.com](mailto:helpdesk.eproc@vayamtech.com)**

The Managing Director, Andhra Pradesh Beverages Corporation Limited reserves the right to accept or reject any offer in part or full.

For any further information/clarification, the General Manager (MM) in the Corporate Office in the addressed mentioned may be contacted on all working days during office hours.

**MANAGING DIRECTOR**

**ANDHRA PRADESH BEVERAGES CORPORATION LIMITED**  
**(A State Government Undertaking)**  
**4<sup>th</sup>, FLOOR ,PROHIBITION AND EXCISE COMPLEX,**  
**9 & 10, EASTERN M.J. ROAD**  
**HYDERABAD – 500 001**

PHONE:24747307 / 306

FAX: 24746403

**E MAIL: [apbclmm@yahoo.co.in](mailto:apbclmm@yahoo.co.in) or [apbclpo@yahoo.com](mailto:apbclpo@yahoo.com)**

**OFFER FOR “SUPPLY OF BEER”**

1.	Department Name	THE ANDHRA PRADESH BEVERAGES CORPORATION LIMITED
2.	Circle/Division	NA
3.	Tender Number	<b>NO:APBCL/I/2013-14, DATED: 26.10.2013</b>
4.	Tender Subject	INVITATION FOR OFFERS FROM BREWERIES LOCATED WITHIN THE COUNTRY FOR SUPPLY OF BEER ON RATE CONTRACT BASIS FOR THE YEAR 2013-14
5.	Period Of Contract	<b>Upto 30-06-2014 and as extended as per the terms and conditions.</b>
6.	Form Of Contract	As per Tender Document
7.	Tender Type	Open
8.	Tender Category	RATE CONTRACT
9.1.	Schedule 1 EMD / Offer Security Deposit	1. The EMD is Rs.1,00,000/- (Rupees one lakh only). 2. The security deposit : Rs. 15.00 lakhs (Rupees fifteen lakhs only)
10.	EMD/Offer Security Deposit Payable To	M/s. A P Beverages Corporation Limited, Hyderabad
11.	Offer Scrutiny Fee & Brand Approval Fee	Rs.10,000/- (Rupees Ten Thousand only) drawn and issued by any Nationalized or Scheduled Bank payable at Hyderabad.  Rs.5,000/- (Rupees Five Thousand Only) upto 2 (two) packs / sizes and @ Rs.1,000/- (Rupees One Thousand only) for every additional pack / size for each brand offered to supply.
12.	Offer Scrutiny Fee & Brand Approval Fee Payable To	M/s.A.P.Beverages Corporation Limited.

13.	Transaction Fee Payable to M/s.A.P. Technologies Services Limited.	The participating offerors have to pay a transaction fee <b>Rs.11,236/-</b> (Rupees Eleven Thousand Two Hundred and Thirty Six Only) <b>including Service Tax and Education Cess.</b>
14.	Schedule Sale Opening Date	<b>30.10.2013 at 10.30 A.M.</b>
14.1	Schedule Sale Closing Date & Time	<b>22.11.2013 at 12.00 Noon.</b>
15.	Offer Submission in Annexure-I & II	<b>Online only</b>
15.1	Online Offer Submission Closing Date & Time	<b>22.11.2013 at 2.00 P.M.</b>
16.	Submission of separate DD's towards EMD, Brand Approval Fee and Offer Scrutiny Fees and offer document duly signed on all pages	<b>Off-line only Scanned copy of D.Ds should be uploaded in the Online</b>
16.1	Submission of separate DD's towards EMD and Offer Scrutiny Fees closing date and time	<b>22.11.2013 at 2.00 P.M.</b>
17.	Pre-Qualification Opening Date & Time (Qualification and Eligibility Stage)	<b>22.11.2013 at 2.30 P.M.</b>
18.	Technical Specifications Offer Opening Date (Technical Offer Stage)	Not applicable
18.1	Samples Required	Nil
19.	Price Offer Opening Date (Financial Offer Stage)	<b>22.11.2013 at 3.00 P.M.</b>

20.	Place Of Tender Opening	Andhra Pradesh Beverages Corporation, 4 <sup>th</sup> floor, Prohibition & Excise Complex 9 & 10 Eastern, M.J.Road, Nampally, Hyderabad-500001
21.	Officer Inviting Offers	Managing Director, A.P. Beverages Corporation Limited
	Contact Person	<b><u>Sri.M.Santhosh Reddy,</u></b> <b><u>General Manager (MM).</u></b>
22.	Address/E-mail id	Andhra Pradesh Beverages Corporation, 4 <sup>th</sup> floor, Prohibition & Excise Complex 9 & 10 Eastern, M.J.Road, Nampally, Hyderabad-500001. <b><u>E-mail <a href="mailto:apbclmm@yahoo.co.in">apbclmm@yahoo.co.in</a> or <a href="mailto:apbclpo@yahoo.com">apbclpo@yahoo.com</a></u></b>
23.	Contact Details/Telephone,Fax	24747306,307 and FAX No.24746403
24.	Eligibility Criterion	Manufacturers possessing a brewery duly licensed (including excise license).
25.	Procedure For Offer Submission	<p>The offeror shall submit his response through Offer submission on e-Procurement platform at <b><u><a href="http://www.e-procurement.gov.in">www.e-procurement.gov.in</a></u></b> by following procedure:</p> <p>The offeror would be required to register on the e-procurement market place <b><u><a href="http://www.eprocurement.gov.in">www.eprocurement.gov.in</a></u></b> (or) <b><u><a href="https://tender.eprocurement.gov.in">https://tender.eprocurement.gov.in</a></u></b> and submit their offers in Annexure I &amp; II on online. Offline offers shall not be entertained by the Offer Inviting Authority for the offers published in e-procurement platform.</p> <p>The offerors shall submit their eligibility and qualification details, Financial offer etc., in the online standard formats displayed in e-Procurement web site.</p> <p><b>1. Registration with e-Procurement platform:</b></p> <p>For registration and online offer submission offerors may contact HELP DESK of M/s Vayam Technologies Limited.</p> <p><b><u><a href="http://www.eprocurement.gov.in">www.eprocurement.gov.in</a></u></b> (or) <b><u><a href="https://tender.eprocurement.gov.in">https://tender.eprocurement.gov.in</a></u></b>.</p>

## **2. Digital Certificate authentication:**

The offeror shall authenticate the offer with his Digital Certificate for submitting the offer electronically on e-Procurement platform and the offers not authenticated by digital certificate of the offeror will not be accepted on the e-Procurement platform.

For obtaining Digital Signature Certificate, offerors may please Contact:

**Andhra Pradesh Technology Services Limited**  
**BRKR Bhavan, B-Block, Tankbund Road ,**  
**Hyderabad-500022, Phone:+91-40-**  
**23220305, Fax: +91-40-23228057**

**(OR)**

any other Registration Authority of TCS-CA in India. The city-wise list of RAs is available by clicking the link Apply for a Class-2 Certificate under Enroll section in the website <https://www.tcs-ca.tcs.co.in/mca21/index.jsp>.

## **3. Submission of Hard copies:**

After submission of offer (Annexure-I and Annexure-II) online, the offerors are required to submit the originals of DD towards EMD and offer process fee to the Offer Inviting Authority before opening of the offer. The offeror shall invariably furnish the original DD's to the offer inviting authority before opening offer either personally or through courier or by post and the receipt of the same within the stipulated time shall be the responsibility of offeror. The Corporation shall not take any responsibility for any delay or non-receipt. If any of the documents furnished by the offeror is found to be false/fabricated/bogus, the offeror is liable for black listing, forfeiture of the EMD, cancellation of work and criminal prosecution.

The offeror is requested to get a confirmed acknowledgement from the Offer Inviting Authority as a proof of Hardcopies submission to avoid any discrepancy.

		<p><b>4. Payment Of Transaction Fee:</b></p> <p>It is mandatory for all the participant bidders from 1st January 2006 to electronically pay a Non-refundable Transaction fee to M/S APTS, the service provider through "Payment Gateway Service on E-Procurement platform". The Electronic Payment Gateway accepts all Master and Visa Credit Cards issued by any bank and Direct Debit facility/Net Banking of ICICI Bank, HDFC, Axis Bank and IDBI Bank to facilitate the transaction. This is in compliance as per G.O.Ms. 13 dated 07.05.2006. A service tax of 12.36% + Bank charges on the transaction amount payable to M/S APTS shall be applicable</p> <p><b>5. Corpus Fund:</b></p> <p>As per GO MS No.4 User departments shall collect 0.04% of ECV (estimated contract value) with a cap of Rs.10,000 (Rupees ten thousand only) for all works with ECV upto Rs.50 crores, and Rs.25,000/- (Rupees twenty five thousand only) for works with ECV above Rs.50 crores, from successful offerors on e-Procurement platform before entering into agreement / issue of purchase orders, towards e-procurement fund in favour of Managing Director, APTS. There shall not be any charge towards e-Procurement fund incase of works, goods and services with ECV less than and upto Rs. 10 lakhs.</p> <p><b>6. Offer Document:</b></p> <p>The offeror is requested to download the offer document and read all the terms and conditions mentioned in the offer Document and seek clarification if any from the Offer Inviting Authority. Any offline offer submission clause in the offer document could be ignored.</p> <p>The downloaded offer document has to be signed on all pages as a token of acceptance of terms and conditions mentioned therein and submit along with Demand Drafts towards EMD and offer process fee to the Offer Inviting Authority before opening of the offer.</p>
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		<p>The offeror has to keep track of any changes by viewing the Addendum/Corrigenda issued by the Offer Inviting Authority on time-to- time basis in the E-Procurement platform. The Corporation calling for offers shall not be responsible for any claims/problems arising out of this.</p> <p><b>7. Offer Submission Acknowledgement:</b></p> <p>The offeror shall complete all the processes and steps required for Offer submission. The system will generate an acknowledgement with a unique offer submission number after completing all the prescribed steps and processes by the offeror. Users may also note that the offers for which an acknowledgement is not generated by the e-procurement system are treated as invalid or not saved in the system. Such invalid offers are not made available to the Offer Inviting Authority for process the offers. The Corporation and M/s C1 India Pvt Ltd is not responsible for incomplete offer submission by users.</p>
31.	General Terms & Conditions	As per offer document

## **HOW TO APPLY**

- Click at **www.eprocurement.gov.in** (or) **https://tender.eprocurement.gov.in** to download e-procurement notification along with offer schedule of Beer.
- Read carefully the complete document.
  - Technical specification offer as per Annexure-I to be submitted online only. Though in Annexure-I some information was sought, certain important items only need to be filled in Excel format.
  - The copies of approved manufacturing licensed copy along with DD Copies for prescribed EMD, Offer Scrutiny Fee, Brand approval fee shall be scanned and uploaded.
- Price offer as at Annexure-II to be submitted online only.
- The system will generate an acknowledgement with a unique offer submission number on successful completion of the above process.
- The following set of documents along with 3 separate DDs sealed in envelope super scribed as "Supply for Beer" is to be dropped in the offer box provided at the office of Andhra Pradesh Beverages Corporation Limited, 4<sup>th</sup> floor, Prohibition & Excise complex.

1.	EMD DD	Rs.1,00,000/-
2.	Offer Scrutiny Fee DD	Rs.10,000/-
3.	Brand approval fee DD – 2 sizes	Rs.5,000/-
	Brand approval fee DD – 3 sizes	Rs.6,000/-
	Brand approval fee DD – 4 sizes	Rs.7,000/-
4.	Valid Brewery excise license copy.	
5.	Complete offer document duly signed on all pages.	

**Important Note:-** Copies of all the demand drafts as indicated at 1), 2) & 3) shall be scanned and uploaded along with Annexure – I.

### **INFORMATION FOR THE OFFERORS**

- Fill the complete information as per Annexure-II carefully and submit only online in the prescribed format (Excel).
- The list of all BEER brands available in the APBCL item master along with complete brand description is provided in the Drop down box (excel format) for offering the same through Annexure – II.
- Locate the brand description & size in ML to be offered / quoted and select the same from the given respective Drop down boxes and fill in Annexure – II.

- Then enter the basic price per case to be offered carefully against the selected size carefully.
- For offering new brands select the word "**NEW**" from the drop down list box and enter the complete brand description manually along with offered basic price per case and size in ml.
- All other information like blend code, code for status of the brand, and alcoholic strength etc., shall be entered in the relevant columns manually.
- **THE OFFEROR SHOULD NOT CHANGE OR ALTER THE DATA FIELDS GIVEN IN THE EXCEL FORMAT.**

For any support on e-Procurement offer submission process/technical support all offerors should contact over phone or in person Vayam Technologies Limited, e-Procurement helpdesk support at:

**e-Procurement Help Desk  
Vayam Technologies Limited,  
Plot No.107, Ist Floor,  
Lumbini Enclave, Opp: NIMS Hospital,  
Near Hotel Urvasi, Punjagutta,  
Hyderabad -500082,  
Andhra Pradesh, India.**

**Contact Phone Numbers  
Land Line: +91- 040- 44426250 / 51  
Fax: +91- 040- 44426252  
E-Mail: [helpdesk.eproc@vayamtech.com](mailto:helpdesk.eproc@vayamtech.com)**

**"OR"**

**ANDHRA PRADESH BEVERAGES CORPORATION LIMITED  
(A State Government Undertaking)  
4<sup>th</sup>, FLOOR ,PROHIBITION AND EXCISE COMPLEX,  
9 & 10, EASTERN M.J. ROAD  
**HYDERABAD – 500 001****

Land Line: 040-24747306 - Ext 42  
040-24747307 - Ext 42  
Fax: 040-24746403  
E-Mail: [apbclmm@yahoo.co.in](mailto:apbclmm@yahoo.co.in)

**For any information regarding Annexure-I & Annexure-II contact:**

1. Sri M.Sharan Kumar, Assistant Manager – 9701599983
2. Sri. A. Satish Kumar, Data Base Administrator – 99493 51026
3. Smt. S. Vijaya Lakshmi, Data Processing Officer – 91777 79921

**For any other information contact:**

Sri. M. Santhosh Reddy, General Manager (MM) – 98495 84567

**ANDHRA PRADESH BEVERAGES CORPORATION LIMITED  
(A STATE GOVERNMENT UNDERTAKING)  
4<sup>th</sup> FLOOR, PROHIBITION AND EXCISE COMPLEX,  
9 & 10, EASTERN M.J.ROAD, HYDERABAD-500 001**

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**PHONE: 24747306/24747307 FAX : 24746403**

**Offer E-Procurement Notification No: Apbcl/I/2013-14, Dt: 26.10.2013**

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**OFFER SCHEDULE FOR "SUPPLY OF BEER"**

Name of the firm :

Address :

Status of the offerer : PROPRIETORY/PARTNERSHIP/LTD.CO.

I/We clearly understand all the terms and conditions of the offer and agree to undertake the supply of "Beer" at the rates quoted by me/us in Annexure- II.

I/We assure that I/We shall abide by the terms and conditions of the offer and the instructions issued by the M/s A.P. Beverages Corporation Ltd. from time to time.

I/We shall enter into an agreement incorporating all the terms and conditions mentioned in the offer schedule in the required proforma on a Non-Judicial Stamp Paper of requisite value after receipt of acceptance of the offer.

Signature :

Name in full :

Designation :

Seal of the firm :

**Note** : All the pages of the offer document along with the Annexures should be signed by the offeror while submitting the offer, as a token of acceptance of terms and conditions mentioned thereof.

**ANDHRA PRADESH BEVERAGES CORPORATION LIMITED**  
**(A State Government Undertaking)**  
**4<sup>TH</sup> FLOOR, PROHIBITION & EXCISE COMPLEX, 9 & 10 M.J. ROAD,**  
**HYDERABAD – 500 001.**

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**TERMS AND CONDITIONS for entering into a rate contract for**  
**“Supply Of BEER” to M/s. A.P.Beverages Corporation Limited against**  
**the Offer Notification No:APBCL/I/2013-14 Dated: 26.10.2013**  
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**1.0 INTRODUCTION:**

As per section 4 of Andhra Pradesh (Regulation of Trade in Indian Made Foreign Liquor, Foreign Liquor, Act, 1993 {Act No.15 of 1993} [as amended by Act No.17 of 2006], the right to carry on wholesale trade and distribution of Indian Liquor, Foreign Liquor, Wine and Beer solely vest in the Government.

THE ANDHRA PRADESH BEVERAGES CORPORATION LIMITED, a Corporation wholly owned and controlled by the Government shall have the exclusive privilege of importing, exporting and carrying on the wholesale trade and distribution of Indian Made Foreign Liquor, Foreign Liquor, Wine and Beer on behalf of the Government, for whole of the State of Andhra Pradesh and no other person shall be entitled to any privilege of importing, exporting and supplying the same in wholesale or distributing the same for the whole or any part of the State.

The Corporation facilitates IMFL & FL sales against the remittances by Authorised Retailers and Licensees into the Government Treasury through the demand drafts, Electronic Transfer etc., drawn & done in the name of **“Government of Andhra Pradesh – Director of Distilleries and Breweries”**

The Commissioner of Distilleries and Breweries Government of Andhra Pradesh releases payments to the suppliers from the Government Treasury P.D. Account from out of proceeds remitted by Authorised retailers and licencees.

The role of Corporation is to facilitate Government account to maintain on behalf of the Government by virtue of being authority constituted under Section 68(A) of A.P Excise Act, 1968.

The Corporation intends to procure in wholesale good quality “Beer” for supply at competitive price to licensees in the whole of the State of A.P. The present invitation for offer is for entering into a rate contract with the Corporation, for supply of good quality “Beer” at competitive price during the Year 2013-2014, upto 30-06-2014 subject to extension by the Corporation. Offers are invited from manufacturers possessing a Brewery duly licensed (including Excise Licence) by the competent authority of any State Government or Union Territory in India. The licensed Breweries can submit their offers on behalf of sub-lessee (s) also.

## **2.0 DETAILS OF OFFER**

### **2.1 SUBMISSION OF OFFERS:**

**Offers (Annexure-I & Annexure-II) will be accepted Online only. Online offers (Annexure-I & Annexure-II) shall be submitted on or before 2.00 P.M of 22.11.2013. Online offers will be opened on 22.11.2013 at 3.00 P.M.** The offer document duly signed on all pages and demand drafts towards Earnest Money Deposit (EMD) of Rs.1,00,000/- (Rupees one lakh only), Offer Scrutiny Fee of Rs.10000/- (Rupees ten thousand only) and Brand Approval Fee of Rs.5000/- (Rupees Five thousand only) upto (2) two packs / sizes and @ Rs.1000/- (Rupees One thousand only) for every additional pack/size there on as specified at para 2.3 (A) (i) shall be placed in an envelope, duly sealed and superscribed "Offer for supply of 'Beer' " shall be submitted on any working day in person at the office of the Managing Director, M/s.A.P.Beverages Corporation Limited 4<sup>TH</sup> FLOOR, PROHIBITION & EXCISE COMPLEX, 9 & 10 M.J. ROAD, HYDERABAD – 500 001 before **22.11.2013 at 2.00 P.M** on and the envelopes will be opened on the same day at 2.30 P.M. Copies of all the demand drafts as mentioned above shall be scanned and uploaded along with Annexure – I. Alternatively, the same may be sent by registered post with acknowledgement due so as to reach the corporation not later than the date and the time specified above. The Corporation reserves the right to extend the date for receipt of the offers and opening of the offers.

**The Annexure-I & II, in excel format can be downloaded from [www.eprocurement.gov.in](http://www.eprocurement.gov.in)(or)<https://tender.eprocurement.gov.in>.** No responsibility will be taken for envelopes not properly sealed, which are not properly addressed or identified. The corporation will not be responsible for any delay or missing of documents / hardcopies while in transit or post. Late and unsealed envelopes will not be accepted. The downloaded offer document has to be signed on all pages as a token of acceptance of terms and conditions mentioned therein and submit along with DD's towards EMD and Offer Scrutiny Fee.

All documents / hardcopies should be in English only (where any document accompanying the offer is not in English, a translation in English certified to be true and accurate translation should be provided).

### **2.2. VALIDITY OF OFFERS :**

The offers will be kept valid for a period of 120 days from the scheduled date of opening of offers and if so desired by the Corporation at its discretion the validity period will be extended for a further period of 30 days.

**2.3. A. EARNEST MONEY DEPOSIT, OFFER SCRUTINY FEE AND BRAND APPROVAL FEE:**

- i) Offers shall be accompanied by three (3) demand drafts.
  - 1) Rs.1.00 Lakhs (Rupees one lakh only) towards EMD.
  - 2) Rs.10,000/- (Rupees ten thousand only) towards Offer Scrutiny Fee drawn in favour of "M/s.A.P. Beverages Corpn. Ltd." on any Scheduled Bank payable at Hyderabad.
  - 3) Rs.5,000/- (Rupees Five Thousand Only) upto (2) two packs / sizes and @ Rs.1,000/- (Rupees One Thousand only) for every additional pack / size for each brand offered to supply.
- ii) The EMD, Offer Scrutiny Fee and brand approval fee bears no interest.
- iii) Offers without EMD, Offer Scrutiny Fee and brand approval fee will be rejected.
- iv) Before finalisation of offers and during the validity period of the offer if the offeror withdraws his offer, the EMD will be forfeited. The EMD will be returned to the unsuccessful offeror (s) within a reasonable period of time after finalization of the offers.
- v) In respect of successful offeror (s), the EMD will be returned after entering the Rate Contract agreement with APBCL.
- vi) The Offer Scrutiny Fee & Brand Approval Fee are non-refundable.

**B. Security Deposit:**

- i) The successful offeror (s) shall furnish a Demand Draft for an amount of Rs.15.00 lakhs (Rupees fifteen lakhs only) drawn in favor of "M/s. A.P. Beverages Corp. Ltd" on any Scheduled Bank payable at Hyderabad as security deposit along with an agreement in a prescribed proforma for supply on rate contract basis towards performance guarantee.
- ii) In case of the approved supplier (s) for the year 2011-12 whose Security Deposits are with M/s.APBCL as on the date of entering into rate contract agreement for the year 2013-14, such security deposit of Rs.15.00 lakhs will be adjusted towards security deposit for the year 2013-2014 against their offer.



## **Transaction Fee:**

It is mandatory for all the participant bidders from 1st January 2006 to electronically pay a Non-refundable Transaction fee to M/S APTS, the service provider through "Payment Gateway Service on E-Procurement platform". The Electronic Payment Gateway accepts all Master and Visa Credit Cards issued by any bank and Direct Debit facility/Net Banking of ICICI Bank, HDFC, Axis Bank and IDBI Bank to facilitate the transaction. This is in compliance as per G.O.Ms. 13 dated 07.05.2006. A service tax of 12.36% + Bank charges on the transaction amount payable to M/S APTS shall be applicable

The participating offerors have to pay a transaction fee Rs.11,236/- (Rupees Eleven Thousand Two Hundred and Thirty Six Only) including Service Tax and Education Cess.

## **2.4 PROFILE:**

The offeror shall furnish the full information on the profile and other details of their company as per the proforma enclosed in Annexure-I [www.eprocurement.gov.in](http://www.eprocurement.gov.in) (or) <https://tender.eprocurement.gov.in>.

## **2.5 PRICE PARTICULARS:**

- A)** i) The offerors shall quote basic prices for their brands keeping in view the lowest basic price at which the same brand of beer was supplied to the State level corporation / department during the financial year 2013-14 in any State/Union Territory in the Country including Andhra Pradesh.
- ii) The basic prices quoted shall be inclusive of packing and forwarding charges, freight, insurance etc.
- iii) The basic prices quoted shall be uniform irrespective of the location of wholesale depot of destination in A.P.
- B)** The offeror shall indicate the status of ownership of the brands quoted in this offer. If the brand is not owned by the offeror, he shall clearly certify that a valid agreement exists between the owner of the brand and the offeror for manufacturing that brand and supply to the Corporation. The Corporation will not be responsible for any dispute arising with reference to such brands. In the event of any dispute between the supplier or any person owning or other wise entitled (are claiming so to be) to such brand(s),
- i) the supplier shall fully indemnify the Corporation in respect of any and all such disputes (including costs on actuals); and

- ii) the Corporation shall not be obliged to place any orders / indents on such suppliers.
- C).** The online price offers shall be made as per Annexure-II, [www.eprocurement.gov.in](http://www.eprocurement.gov.in) or <https://tender.eprocurement.gov.in>.
- D).**
- i) All the offers received will be scrutinized by the tender committee appointed by the Andhra Pradesh Government.
  - ii) To obtain competitive price it shall be open to the tender committee to conduct negotiations with any or all of the offerors, either individually or collectively, at their discretion.
  - iii) Tender committee shall, on completion of negotiations, either individually or collectively, inform the Corporation whether the offer for any brand(s) is (are) recommended or not.
  - iv) The Corporation may accept the offers recommended by the Tender Committee and will reject the offers not recommended by the Tender Committee.
  - v) The Tender Committee, at its discretion, or at the request of the offeror or otherwise, may, conduct Re-negotiations for any offer for any brand(s) which have not been recommended within the validity period as specified in clause 2.2.
  - vi) When the price offered for a particular brand has been accepted by the corporation the same will be communicated along with the MRP to the offeror(s) for approval of label from the Commissioner of Prohibition and Excise, A.P. Hyderabad as required under A.P. State Excise Laws.
  - vii) The supplier shall print, the Maximum Retail Price as indicated by the Corporation on the Label of each bottle of all sizes on all brands of Beer as required under Rule 11(A) of the A.P.(Regulation of Trade in Indian Made Foreign Liquor and Foreign Liquor) Rules 1993.

The rates of Excise Duty / Countervailing Duty, A.P.VAT, Special Privilege Fee, Additional Privilege Fee and Retailer's margin, will be levied as notified by the competent authority and they are subject to change from time to time. When such changes are ordered by the government of Andhra Pradesh it shall be obligatory on part of the supplier(s) to print the revised MRP (s) on the label (s).

- 2.6 a)** The offeror may quote for any brand and in respect of the brands recommended by the Tender Committee, the offeror shall get the labels of the said brands approved by the Commissioner of Prohibition &

Excise, Govt. of A.P. as per rules and submit in the Corporate Office within 6 months from the date of communication of approved rates. All such brands which remain unregistered after 6 months shall be deemed to have lapsed. However, if the labels for any specified brand(s) is/are not approved by the Commissioner of Prohibition & Excise as on the date of entering in to Rate Contract Agreement, the Corporation will not enter into rate contract agreement for such brands till the Label / Labels are approved.

- b)** The Corporation may, in its sole discretion (but the Corporation shall not be obliged to) permit suppliers during the term of rate contract (Original or as extended by the Corporation) to introduce new sizes / brands of Beer provided
  - i) the labels for the same are approved by the Commissioner of Prohibition and Excise, Govt. of Andhra Pradesh. and
  - ii) the rate(s) is/are as approved by the Corporation.
- c)** However during the period of rate contract (Original or as extended by the Corporation), it shall be open to the corporation to place orders for supply of Beer on any person / firm / company or corporation during exigencies even though the person / firm / company or corporation had not participated in this offer.

## **2.7 RATE CONTRACT AGREEMENT:**

- A).** The offerors whose offers have been accepted shall enter into a rate contract agreement specifying the basic price at which supply during the period under contract will be made as specified under clause 2.5 D (vi) with the corporation in terms of THE INDIAN CONTRACT ACT 1872.
- B)** The corporation reserves the right to extend the rate contract agreement upto two years after the expiry of the contract period. It is further extendable by mutual consent.
- C)** The basic prices fixed against this rate contract shall be firm during the currency of the rate contract (original or as extended by the Corporation).

## **2.8 PACKING:**

Supplier shall ensure adequate and proper packing to prevent any loss, damage or deterioration of the contents during transit.

All damages and breakages to the goods supplied due to any reason shall be debited to the account of the supplier. The supplier shall insure every consignment at supplier's cost.

## **2.9 RELEASE OF ORDERS FOR SUPPLY:**

- A. (i) This being a Rate Contract, the Corporation will be under no obligation to place orders for any specified minimum quantities of "Beer" from the supplier during the period of currency of the contract (Original or as may be extended by the Corporation). During the first 45 days of the contract period (Original or as may be extended by the Corporation) orders for supply will be released as per the supplier's request. Subsequently the Corporation will ordinarily place the orders for supply based on the average of actual sales during preceding three months or preceding period if it is less than three months. In respect of certain brands with low volume of sales the Corporation will consider the eligibility depot wise/size wise to meet the requirements. The supplier shall, as requested by the Corporation, shift the stocks from one depot to another at supplier's own cost and risk. The closing stock of any brand at any depot shall not normally exceed the quantity anticipated to be sold in 15 days.
- ii) In respect of new "Beer" brands offered for supply during the currency of contract (Original or as may be extended by the Corporation) and approved by the Corporation, the Corporation may place only a trial order of 15,000 cases and subsequent orders will be issued as indicated above.
- iii) However, in any exigency of circumstances the Corporation may issue orders for supply in excess of the eligibility as referred in 2.9 A (i) to a Supplier or Suppliers.
- B) The supplier shall raise the Invoice strictly as per the brand description and the rate given in the order for supply without deviation of any kind.
- C) The Corporation releases "Orders for Supply" and "Inter Depot Transfer Orders" on behalf of Government of Andhra Pradesh, Prohibition and Excise Department.
- D) The supplier shall raise the invoices and other relevant documents on Government of Andhra Pradesh, Prohibition & Excise Department (represented by Chief Manager / Manager, APBCL IMFL Depot, .....).

## **2.10 DISPATCH ADVICE:**

- A. Within 24 hours from the date of dispatch of goods, the supplier should communicate following particulars to the consignee (Depot) by e-mail : a) Order for supply No. & Date. b) Number of cases dispatched and mode of dispatch

- B) i)** The supplier has to incur all the expenditure till the consignment is received at destination i.e., designated depots of the Corporation or any other location within A.P. as specified in the relevant orders for supply. Unloading of the goods shall be the responsibility of the supplier and unloading charges shall be borne by the supplier. In respect of suppliers located outside the State of Andhra Pradesh, the consignments have to be dispatched under valid import permit issued in the name of importer (M/s Andhra Pradesh Beverages Corporation Ltd.) by the competent authority (Commissioner of Prohibition & Excise, Govt. of A.P.). Import of Beer into the State of A.P. from the other States involves remittance of the statutory levies to the Govt. of Andhra Pradesh for issuance of Import Permits by the Commissioner of Prohibition & Excise, A.P. The Statutory Levies are levied as notified by the competent authority and they are also subject to change from time to time by the competent authority.
- ii) Alternatively, corporation also reserves the right to introduce open tender system for appointing contract labour for handling unloading and loading operations at IMFL depots wherever necessary. The entire expenditure in this aspect will be debited to the account of supplier (s) and licensees as applicable.

As soon as an order for supply is placed, supplier(s) outside Andhra Pradesh, have to advance to the Government the amount equivalent to Import Fee (IF) & Countervailing Duty (CVD) in respect of the quantity of Beer to be imported, by way of a Challan / e-Challan remitted to the Government under relevant treasure heads and have to raise a debit advice against the Government. After receipt of the challan / e-challan the Corporation will obtain the required import permit(s) to enable the supplier(s) to dispatch the consignment. The Corporation will settle / adjust the amount paid towards the Countervailing Duty (CVD) and Import Fee (IF), at actuals, along with the regular invoice amount. In case the competent authority, at any time, collects or demands any amount towards fee / duty / tax towards past transaction, the same will be debited to the account of the supplier(s) and will be recovered from the supplier(s) or adjusted from the payments to be made to the supplier(s).

The supplier(s) shall affix at the supplier(s) cost the barcode label on every carton/case /bottle which gives the details of the goods. This will be either supplied by the Corporation or printed by the supplier(s) on his (their) own as decided by the Corporation. The entire cost of barcode label shall be borne by the supplier.

## **2.11 A) DELIVERY SCHEDULE:**

The supplies shall be made as per the delivery schedule indicated in the orders for supply. The stocks should be delivered during the working hours of the Depots and on working days only. The list of existing IMFL depots of the Corporation is at Annexure-III. The addresses of the locations mentioned may undergo change and the Corporation may also open additional depots and include the same in the list.

The Corporation will not receive stocks at the Depots during holidays. In case any consignments arrive at the depots on holidays they shall have to wait till the next working day for unloading. The responsibility for the stock till its acceptance at the Depots shall be that of the supplier. The Corporation reserves the right to order any quantity for any depot.

## **B). TRANSHIPMENT OF CONSIGNMENT ENROUTE IS NOT PERMISSIBLE-RESPONSIBILITY OF THE SUPPLIER:**

The responsibility for all legal and financial implications arising out of the delay in dispatch or delay in reaching the destination depot or deviation from the terms and conditions of the Import permit / Transport Permit issued by the competent authority shall rest on the supplier. Consequently, the supplier shall ensure the following at his risk and responsibility:

- a) That the consignment shall be dispatched from the brewery sufficiently in advance before the expiry of the import permit/transport permit issued by the Competent Authority.
- b) That the consignment should reach the destination / depot and delivery be effected before the expiry of the validity of the import permit/transport permit.
- c) That the consignment should travel exactly along the route prescribed in the import permit/transport permit and that there shall be no deviation there from. In the Import Permit/Transport Permit the route will be so specified as to make it necessary for the consignment to get checked in Prohibition and Excise Check posts noted in the permits. The list of Prohibition and Excise Check posts are given in Annexure-IV for guidance. The locations of the Prohibition and Excise Check posts may change over time. The supplier is responsible for proper compliance with the terms and conditions of the import permit/transport permit under relevant rules and will be responsible in respect of any actions as may be taken by the Prohibition and Excise authorities for any violations or non-compliance and any delay / non-delivery of brands. The Corporation will not in any manner be responsible or liable for any consequences of action taken by the Prohibition & Excise authorities. The Corporation will also not be

responsible to refund the advance paid towards import fee/CVD specified under Clause 2.10 B (i) in respect of consignments which are ordered to be confiscated by the Commissioner of Prohibition & Excise, Government of Andhra Pradesh or any other Competent Authority as a consequence of deviation from the terms and conditions of the import permit/transport permit.

- d) That in case the supplier can not dispatch the goods sufficiently in advance of the expiry of the import permit, he shall report the matter to the Chief General Manager (Excise), of Corporation, so as to reach him at least three days in advance of the expiry of the validity of the permit specifying the reasons necessitating for extension of the validity period of the import permit. The unutilized permit along with the certificate from the excise officer of the exporting brewery that IMFL stocks have not been dispatched from the brewery against such permit shall be surrendered within three days after the expiry date of the Import permit. The Corporation shall thereupon, without incurring any obligation or liability and only to facilitate the supplier, seek extension of the validity as may be required depending upon the circumstances of the case. Request for extension of the permits received later than the period specified above will be summarily rejected and the Corporation will not be liable to refund the amount advanced by the supplier towards the import fee/CVD in case, such amounts are forfeited by the Commissioner of Prohibition & Excise, Government of Andhra Pradesh under the Rules. It shall be the complete responsibility of the supplier to ensure due compliance of all laws, rules and regulations and instructions including in particular the provisions of A.P. Excise Act and rules made there under. The supplier shall indemnify the Corporation against all consequences including losses and inconvenience caused to the Corporation in the context of any violation of laws, rules and regulations and instructions or accident caused to the goods in transit.

**C) TRANSIT INSURANCE:**

The supplier shall make all appropriate arrangements for transport and delivery of consignment at the designated depots. The supplier should insure all consignments against all transit risks and suitable Insurance Policy shall be taken. In case of any accidents en-route, the supplier should immediately lodge a complaint before the Police station having jurisdiction. Simultaneously the Corporation and relevant depot shall be informed of the accident by the quickest mode of communication. The responsibility of complying with all the required formalities for claiming the insurance amount will rest with the supplier. Rejection of any insurance claim by the insurer for any reason what so ever will not render the Corporation liable to the supplier. The supplier shall produce all relevant documents in proof of the accident, in case, revalidation of permits or any other legal formalities have to be complied with.

## 2.12. TERMS OF PAYMENT:

- A) Stocks received in good and perfect condition shall alone be accepted. The cost of breakages in transit/unloading shall be borne by the supplier. Stocks which are found defective in packing or in quality or in any other aspect during verification shall be rejected summarily and these rejected stocks shall be disposed as per the rules laid down by the Corporation or taken back by the supplier if he so desires.
- B) Payments will be made normally on the 45<sup>th</sup> day from the date of sale of the stocks in good and proper condition at the Depots, subject to the condition that such stocks are sold by the Corporation within the period of 45 days. The supplier shall prefer a claim on the Corporation in respect of the supplies made and quantity sold during the specified days with all relevant documents viz. Invoice in original with two copies with proof of dispatch and receipt. Payments shall be restricted to the actual quantities sold after withholding an amount equivalent to the value of actual or estimated unsold stocks as on the date of preferring the claim and any other adjustment whether by way of any increase or other levy under Clause 2.10 B (i) above or other wise.
- i) The goods shall be dispatched on the same day as the Invoice is raised (as is evidenced by the Excise Transport Permit etc.)
  - ii) The claims shall be accompanied by the GRNs (Goods Received Note) issued by the Depots concerned of the Corporation.
  - iii) The payments shall be restricted to the actual sale value after withholding an amount equivalent to the value of stock actual or estimated unsold stocks as on the date of preferring the claim and other adjustments, if any.
  - iv) In case the supplier desires to receive the payment earlier than the 45<sup>th</sup> day, the Corporation may (but is not obliged) make the payments on weekly basis for the stocks sold during the specified week by deducting the amounts calculated at the following rates as **"Payment Claim Process Fee"** for making early payments.
    - a. 1.5 percent for payment made within 15 days from the date of sale of supplies.
    - b. 1 percent for payments made between the 16<sup>th</sup> and 30<sup>th</sup> day from the date of sale of supplies.
    - c. ½ percent for payments made between the 31<sup>st</sup> and 44<sup>th</sup> day from the date of sale of supplies.



**C) Process Fee:**

"The supplier shall pay @ 0.5% on the basic price to the extent of quantity sold at the time of claiming payments from the Corporation as process fee".

**D) Goods Receipt Note Process Fee (GRNPF):**

The supplier shall pay "Goods Receipt Note Process Fee" (GRNPF)@ at the time of claiming payments from the Corporation:

- i) Rs.1000/- for each Goods Receipts Note (GRN) raised for upto 700 cases of Beer
- ii) Rs.2000/- for each Goods Receipts Note (GRN) raised above 700 cases of Beer.

**E) Penalty @ Rs.5/- per month per case will be charged for the brand (s) which remain unsold beyond 90 days. The Managing Director reserves the right to revise, from time to time, the Penalty as considered appropriate. Last day of every month will be the basis to identify 90 days old stocks for levying the Penalty.**

F) The Managing Director, of the Corporation reserves the right to modify the terms of payment.

**3.0. DEFINITIONS:**

**A) SUPPLIER:**

`Supplier' means the person, firm or company or Corporation to which the order for supply is addressed. The rate contract is not assignable by the supplier. In genuine cases such as merger / amalgamation / insolvency / death, the Corporation may recognize the legal successor / representative upon receipt of a written application supported by all relevant information and documents.

**B) BRANDS:**

`Brand' means the different types of Beer manufactured by the offeror under different trade names which are in existence in the market and are approved by the Commissioner of Excise, Andhra Pradesh.

**C) BASIC PRICE:**

- i) In respect of Beer from the Breweries, situated within the Andhra Pradesh State the basic price includes Cost price + freight charges + handling charges for loading and insurance etc.,

ii) In respect of Beer procured from the Breweries located outside the Andhra Pradesh State, the basic price includes, in addition to the above, the following also:

C.S.T. (Central Sales Tax) and Export Duty or Export Fee if any levied by the state where the Beer is manufactured, Import Fee levied by the Commissioner of Prohibition and Excise, Govt. of A.P.

**D) MAXIMUM RETAIL PRICE:**

The MRP on each bottle of BEER is indicated by the APBCL in the following manner. The MRP {Maximum Retail Price means Basic Price + Excise Duty / Countervailing Duty = Landed cost + A.P. Vat on Landed Cost = Issue Price (rounded off to next higher rupee, differential amount rounded off will be called as Special Privilege Fee) + Retailer's Margin on issue price = Maximum Retail Price (MRP rounded off to next higher five rupee, differential amount rounded off will be called as Additional Privilege Fee)}.

**E) CASE:**

`Case' means 12 numbers of 650ml , 20 Numbers of 500 ml and 24 number of 330ml bottles. 24 numbers of 330 ml and 24 numbers of 500 ml cans.

50 ltrs., 30 ltrs., 20 ltrs., and 10 ltrs kegs for Draught Beer. And all such types of packs or sizes as approved by the Commissioner of Proh. & Excise, A.P. from time to time.

**F) PRODUCT:** "Product" Includes different types of Beer.

**G) GOODS RECEIPT NOTE (GRN):**

The "Goods Receipt Note" means a document generated / raised / prior process done by the Corporation at the depots for taking the stocks into account, received under valid transport permit / import permit and against valid "Orders for Supply" released by the Corporation

**H) TENDER COMMITTEE:**

Tender Committee means the Committee appointed by the Government to recommend the basic prices to Andhra Pradesh Beverages Corporation Limited for procurement of BEER.

The Terms and Phrases in this document shall be understood as defined in The Andhra Pradesh Excise Act.1968, The Andhra Pradesh (Regulation of Trade in Indian Made Foreign Liquor and Foreign Liquor) Act 1993 and the Rules made there under.

### 3.1 COMPLETE AGREEMENT:

The order for supply including terms and conditions herein specified and any additional terms and conditions that may be prescribed under law constitutes the sole and entire agreement between the parties viz. Corporation and Supplier. Supplier's quotation shall be incorporated in and made part of the Order for supply only to the extent of specifying the nature and descriptions of the brands ordered. No other terms and conditions in the offer shall be binding upon Corporation unless accepted in writing.

### 3.2 TEST CERTIFICATE:

The supplier shall ensure that Beer supplied against the Order for supply placed by the Corporation shall meet the following requirements.

- A) Clarity :**All the Beer shall be clear and transparent liquids free from sediments or suspended particles.
- B) Freedom from Harmful ingredients:** All the Beer shall be free from any ingredients injurious to health.
- C) Freedom from added colouring matter:** All the Beer shall be free from added colouring matters except caramel.
- D) Aroma and Taste:** All kinds of Beer shall possess the relevant characteristic aroma (flavour) and taste.
- E) Microbiological requirements for Beer:** Beer shall be free from coliform bacteria and other pathogenic micro organisms.
- F) Pasteurization:** Bottled or canned beer shall be effectively pasteurized.

The quality of BEER shall meet the standards prescribed by Bureau of Indian Standards (BIS). The copy of Chemical Examination Certificate duly attested by the Brewery Officer/competent authority concerned should be sent to the designated Corporation depot along with dispatch of each batch and consignment of BEER. Such chemical examination certificate shall be duly authenticated by the Chemical Examiner/Authority recognized in the A.P. State in respect of brands manufactured in Andhra Pradesh. In respect of brands dispatched from the Breweries located outside Andhra Pradesh the Chemical Examination certificate shall be duly authenticated by the Brewery Officer /Authority recognized by the State/Union Territory in which the manufacturer's unit is located. The Corporation also reserves the right to subject the samples to chemical examination for verification of standards. If it is found during such an examination that the stock supplied does not meet the prescribed standards, the Corporation will not be liable to

make any payments to the supplier in respect of such stocks and the Corporation may, without prejudice to any other right or claim that the Corporation may have, terminate the rate contract forthwith and the Supplier shall have no claim or other recourse against the Corporation in respect of such termination. Further the Supplier shall comply with the orders passed by the competent authority in respect of any samples which are not found to be of prescribed standards.

**3.3.** The Corporation is entitled to subject stocks of Beer of more than 6 months old from the date of manufacture to Chemical Analysis by Chemical Examiner of Excise Department or any other recognized Chemical Examiner by drawing samples from each batch of such beer and such examination will be repeated at the end of every succeeding month. The beer which is reported to be sedimented or is otherwise found unfit for consumption or not conforming to the quality requirements as specified shall be drained out by the Corporation in the presence of the Local Excise Authorities after offering a reasonable opportunity to the supplier to examine such sedimented/ non-potable stocks. The empty bottles will be handed over to the supplier or his authorised representative. If the Supplier does not lift the empty bottles, such bottles shall be disposed off by the Corporation and amounts so recovered shall not be paid to the Supplier. Chemical Examiners report shall be final and requests for another analysis will not be entertained. The Corporation shall not in any way be held responsible for making the payment for the cost of Beer so drained out.

**3.4** I. The supplier warrants that:

- a) The supplier is conscious of the need for timely supply of good quality brands.
- b) Each product(s) shall be of the prescribed standards.
- c) The supplier will, maintain all valid and subsisting licences and approvals (the 'Approval(s)') as may from time to time be required in respect of the brewery and in respect of all of the brands;
- d) In the event of suspension / cancellation of Approval(s) the Supplier will promptly and in any event within 48 hours inform the Corporation of such suspension / cancellation along with copy(ies) of order(s) and the remedial measures, if any adopted;
- e) The supplier accepts responsibility for all liability whether from deficiency in quality of brand / packaging or otherwise.

II. The supplier will at all times indemnify the Corporation (including its office bearers and employees) of and from all claims, actions, demands and liability (including but not limited to costs on actuals) arising from or relating to any act or omission of the supplier, its employees, contractors or agents in relation to the rate contract whether arising from any deficiency in brand quality or otherwise.

III. In the event that:

- i. the supplier breaches any warranty or obligation;
- ii. any Approval(s) are suspended / cancelled / revoked / terminated;
- iii. the supplier breaches any terms / conditions of the rate contract the Corporation shall have the right, by written notice, to forthwith terminate the rate contract or decline to place any orders for supply / indents on the supplier as the Corporation considers appropriate. The Corporation may, but shall not be obliged to, grant the supplier a cure period of not more than 15 days from the date of the Corporation's notice specifying the breach etc. If the supplier fails or omit to rectify the breach to the reasonable satisfaction of the Corporation within such cure period the rate contract shall, in any event, stand terminated on the expiry of the cure period.

Such termination / suspension shall be without prejudice to any other right or claim that the Corporation may have against the Supplier. On termination the supplier shall have no claim or other recourse against the Corporation in respect of such termination / suspension.

**3.5. WITHDRAWAL OF THE OFFER:**

In case the offeror withdraws the quotation during its validity period or fails to supply the goods as per the terms and conditions of the contract or at any time repudiates the contract wholly or partly, the Corporation shall be at liberty to cancel the contract and forfeit the Security Deposit and also to recover from the supplier extra loss incidental to the breach of contract on the part of the supplier.

**3.6 POSTAL DELAYS IF ANY:**

The Corporation will not be held responsible for any postal delays in receiving the offer or any correspondence communicated to the successful offeror.

**3.7** The Contract is not assignable by either party.

**3.8** Furnishing of incorrect information shall entail forfeiture of EMD/Security Deposit and barring the offeror/supplier against future offers.

**3.9 NON-WAIVER:**

No failure of either the Corporation or the supplier to exercise and no delay by it in exercising any right, power or remedy in connection with or under the rate contract shall operate as a waiver of that right, power or remedy nor shall any single or partial exercise of any right, power or remedy preclude any other or further exercise of that right, power or

remedy or exercise of any other right, power or remedy. Any express waiver of any breach of the rate contract shall not be deemed to be a waiver of any other or subsequent breach.

No waiver will be effective unless such waiver is in writing and signed by the party against whom such waiver is claimed.

### **3.10 PREJUDICIAL ACTS:**

Without prejudice to the generality of the foregoing, if during the currency of the rate contract (original or as extended by the Corporation) the supplier or any of his representatives, workers or agents are found indulging in any activity which directly or indirectly is prejudicial to the interest of the Corporation or indulge in

- a) Offering illegal gratification including offering a bribe, reward or advantage etc., pecuniary or otherwise to any officer or employee of the Corporation;
- b) Any malpractice such as forgery, falsification or fabrication of any documents, bills vouchers, delivery challans etc., or supplying IMFL which does not confirm to specifications or any other act or omission contrary to law or bye-laws / rules / regulations of the Corporation or of the Government of the State of Andhra Pradesh.

The Corporation, without prejudice to other legal rights or claims shall have the right to terminate the rate contract forthwith, debar the Supplier and forfeit the EMD/Security Deposit and such other amounts that may be lying with the Corporation besides initiating other appropriate action. The Supplier shall have no claim whatsoever against the Corporation in respect of such termination. All losses that may be incurred by the Corporation in this regard shall be recoverable from the supplier.

### **3.11 RIGHT OF CANCELLATION:**

The Corporation reserves the right to reject any or all the offers without assigning any reasons thereof. The Corporation, also reserves the right to accept the offer either in full or in part.

**3.12** The Corporation reserves the right to terminate the rate contract with one month's notice without assigning any reason.

**3.13** The supplier should abide by the provisions of The Andhra Pradesh Excise Act, 1968, and the Andhra Pradesh (Regulation of trade in Indian Made Foreign Liquor and Foreign Liquor) Act 1993 and Rules made there under in force from time to time and any other relevant enactments like Standards of Weights & Measures Act, 1976/(Enf.) Act.1986/and Packaged Commodities) Rules, 1977. The supplier is solely and

individually responsible for all the consequences arising out of the violations in this regard. Any legal complications arising out of failure to comply with various rules shall be responsibility of the supplier. Any losses/damages suffered, if any, by the Corporation due to the lapse on the part of the supplier for not complying with any of the rules will be made good by the supplier.

**3.14 FORUM FOR LEGAL PROCEEDINGS:**

The Courts at Hyderabad / Secunderabad alone shall have jurisdiction in respect of any suit or other legal proceedings arising from or relating to the contract.

**4.0 INSPECTION:**

The Corporation or their authorised representative shall have the right to inspect, test and expedite supply or get inspected, tested and expedited the supply of any brands at the works of the supplier or at any other place decided by the Corporation.

However, this will not exonerate the supplier from the responsibility of manufacturing and supplying the brands as per the requirements specified in order for supply / contract.

**ANDHRA PRADESH BEVERAGES CORPORATION LIMITED**

**PROFILE**

(To be furnished on letter head)

- 1.a) Name of the manufacturing Brewery :  
unit :
- b) Full address :
- c) Telephone Numbers :
- d) FAX/Gram :
- e) E-mail ID :
  
- 2.a) Registered Office :
- b) Full address :
- c) Telephone Numbers :
- d) FAX/Gram :
- e) E-mail ID :
  
3. Supplier Type :  
Local - Breweries located in A.P.  
Non-local - Breweries located outside A.P.
  
4. Legal status of the manufacturing Brewery unit :  
a) Proprietary concern :  
b) Partnership firm :  
c) Public Limited Company (\*) :  
d) Private Limited Company (\*) :  
e) Others (specify) :
  
- 5 a) Total licensed capacity of the unit (in Bulk Liters per annum) :  
b) Total Number of cases produced by the Unit (from 1-4-2012 to 31-03-2013)  
c) i) Number .of Automatic filling lines : installed.  
ii) Filling capacity in bottles per minute
  
- 6 Whether the manufacturing Brewery unit possesses a COB license issued by the Central Govt. If yes, indicate :  
a) No. and date of issue of license :  
b) Date upto which the license is valid :  
c) Name and address of the authority which issued the license.



7. Whether the manufacturing Brewery unit possesses the license issued by the State Govt. If yes, indicate :
- a) License fee :
  - b) No. and date of issue of license :
  - c) Date upto which the license is valid :
  - d) Name and address of the authority which issued the license. :
8. Whether assessed under Income Tax Act and if so, :
- a) Income Tax Permanent Account No. :
  - b) Last Returns filed for (enclose Xerox copy) :
  - c) Any proceedings under I.T Act initiated for recovery of arrears of Tax and if so status :
9. a) APVAT Tax registration No. :
- 1) APVAT No :
  - 2) CST No, :
  - b) APVAT Assessment completed upto :
  - c) Any proceedings under R.R. Act initiated for recovery of arrears of Tax and if so status :
10. Any other details :

Place :  
Date :

Signature :  
Designation :  
(Seal of the offeror)

**Note:** A Photo copy of the licences indicated in (6) and (7) above may be enclosed along with this profile.

(\*) Certificate of incorporation to be submitted

**ANNEXURE-II****ANDHRA PRADESH BEVERAGES CORPORATION LIMITED  
PRICE OFFER**

(Schedule of Products and prices offered by suppliers situated in India including Andhra Pradesh)

**Sub:** Offer for Supply of "BEER" 2013-14 – basic prices quoted – Reg.

**Ref:** Notification No.APBCL/I/2013-14, **Dt.26.10.2013.**

\* \* \* \*

**The break up of price per case of each item quoted is as indicated below:**

Supplier Code (in case of existing suppliers only)	Name of the supplier / Brewery	Local / Non local	Brand Description	Size in ML per Bottle / Can / Keg	Number of bottles per case / Can	*Basic price in Rs. per Case / Keg	Type of pack G (Glass) / C (Can) / K (Keg)
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)

** Status of the Brand Own / Tie-up / of Sub-lessee	*** Tie-up / Sub-lease brand owned by (Name of the Brand Owner)	**** Code for Strength	Alcoholic Strength % (v / v)
(9)	(10)	(11)	(12)

**\* Basic Price**

- (a) Local Cost price + Freight + Insurance + Handling charges for loading and unloading etc.,
- (b) Non-Local Cost price + Freight + Insurance+ Handling charges for loading and unloading + CST (Central sales Tax) + Export Duty or Import Fee if any levied by the State where the Beer is manufactured + Import Fee levied by Commr. of Proh. & Excise, Govt. of A.P. etc.,

- Local - Breweries located in Andhra Pradesh
- Non-local - Breweries located outside Andhra Pradesh
- Countervailing Duty - for Breweries located outside Andhra Pradesh

**\* \* \* \* Code for Strength**

**\* \* Code for Status of the Brand**

04 - Alcoholic Strength Below 5% (v/v)    O - for Own Brands  
05 - Above 5% (v/v) to upto 7.5%(v/v)    T - for Tie-up Brands  
06 - Above 7.5% (v/v)                        S - for Sub-Lessee Brands

Any other information (attach additional sheets if required).

\* \* \* A copy of the subsisting agreement between the supplier and the Brand owner (Executed by authorized signatory) shall be enclosed. Tie-up and sub-lease will be allowed subject to Tie-up and Sub-lease, as the case may be being permitted by State Excise Laws.

**PLACE**        :  
**DATE**         :

**SIGNATURE OF CHIEF EXECUTIVE  
OF THE BREWERY**

**OR**

**AUTHORISED SIGNATORY**

**NAME:**

**DESIGNATION:**

**Note:** (1) Brand code should be indicated in case the brand exists in previous rate contract of M/s APBCL.

(2) Enclose separate sheets wherever necessary.

**ANNEXURE – III**

<b>S. No</b>	<b>DEP. CODE</b>	<b>NAME OF THE DEPOT</b>	<b>PHONE NO.</b>	<b>S. No</b>	<b>DEP. CODE</b>	<b>NAME OF THE DEPOT</b>	<b>PHONE NO.</b>
1	1	CHIEF MANAGER IMFL DEPOT, APBCL HYDERABAD -1 H.No.12-165, Peerzadiguda(V), Ghatkesar (M) RANGAREDDY DT.	2720617 6	9	9	CHIEF MANAGER IMFL DEPOT, APBCL GundlaSingaram Village, WARANGAL - 506 009	95 870 243932 4
2	2	CHIEF MANAGER IMFL DEPOT, APBCL HYDERABAD-II, Godowns of Sri. D.Lakshma Reddy, Sy.No. 726, Devarayamjal (v), Shameerpet (M), Rangareddy District	95 8418- 232277	10	10	CHIEF MANAGER IMFL DEPOT, APBCL P.BOX NO. 11 KARIMNAGAR - 505 001	95 8782 276218
3	3	CHIEF MANAGER IMFL DEPOT, APBCL RANGAREDDY-I M/s. Bommidala Bros., Sy.No.589 & 590 H.No.584 Pedda Amberpet (v), Hayatnagar (m), Rangareddy Dist- 501505	2420451 0	11	11	MANAGER, IMFL DEPOT, APBCL N S P Complex , Wyra, KHAMMAM - 507 165	95 8749 251242
4	4	MANAGER IMFL DEPOT, APBCL NagapoorVillage, Utnoor (M) ADILABAD-504 311	95 8731 278648	12	12	MANAGER, IMFL DEPOT, APBCL Pandipadu Road, Kalleru (M) KURNOOL - 518 002	95 8518 230496
5	5	CHIEF MANAGER IMFL DEPOT, APBCL Madhapoor(V), Makloor (M) NIZAMABAD-503 213	95 8462 280037	13	13	MANAGER, IMFL DEPOT, APBCL Oddepally (V), Putalapattu (M) CHITTOOR -517 124	95 8572 270042

6	6	CHIEF MANAGER IMFL DEPOT, APBCL Kolcharam(M), Chinnaghapur(V) MEDAK – 502307	95 8452 227349	14	14	CHIEF MANAGER IMFL DEPOT,APBCL Somaldoddi (V) Via Georgepet ANANTHAPUR – 515 004	95 8554 277013
7	7	CHIEF MANAGER IMFL DEPOT, APBCL Keshavrajpalli NALGONDA-508 001	95 8682 244715	15	15	CHIEF MANAGER IMFL DEPOT,APBCL IDA RTC Work Shop CUDDAPAH – 516 002	95 8562 244815
8	8	CHIEF MANAGER IMFL DEPOT, APBCL Thimmajipet village MAHABOBNAGAR -509 406	95 8540 233555	16	16	CHIEF MANAGER IMFL DEPOT,APBCL Deverapalem Village Nellore Mandal NELLORE – 524 001	95 861 239970 6
17	17	CHIEF MANAGER IMFL DEPOT, APBCL S.N.216, Pernamitta Near Ongole PRAKASAM – 523 001	95 8592 233492	22	23	MANAGER IMFL DEPOT, APBCL East Godvari-I VDO's Training Centre, Samalkot E.G. – 533 440	95 884 2327369
18	18	CHIEF MANAGER IMFL DEPOT, APBCL, GUNTUR-I, Nallapadu Village, Guntur – 522 005	95 863 229014 7	23	24	MANAGER IMFL DEPOT, APBCL East Godvari-II A P S H Weavers Co-op Soceity Ltd., APCO Bhavan, Lalacheruvu, RAJAHMUNDRY- 533101	95 883 2441285
19	19	MANAGER IMFL DEPOT, APBCL GUNTUR-II Godown premises at Sri K S Raja Babu Godowns Angalakuduru under D.No.9/121 Angalakuduru(V), Tenali Town Guntur 522 201	994935 1047	24	25	CHIEF MANAGER IMFL DEPOT, APBCL Vizag – I , C/o Tirupathi Roller Flour Mills, A-7 & A-8 Industrial Estte, VISHAKHAPATNAM - 530031	95 891 2525700

20	20	CHIEF MANAGER IMFL DEPOT, APBCL VIJAYAWADA-I Autonagar VIAJAYAWADA , KRISHNA DT.-520 007	95 866 255597 0	25	26	CHIEF MANAGER IMFL DEPOT, APBCL Vizag-II , S No.77 Jerripothulapalem Viz Chintalagatta Post VISHAKHAPATNAM -531035	95 891 2520291
21	21	MANAGER IMFL DEPOT, APBCL VIJAYAWADA -II D.No. 1/628, Plot No. B4, B5 & B11, Autonagar, Gudivada, GUDIVADA KRISHNA DT -521 301	95 8674 245366	26	27	CHIEF MANAGER IMFL DEPOT, APBCL S.NO. 73 & 74, Before Railway Gate Nellimerla Village VIZIANGARAM - 531 217	95 8922 244241
27	22	MANAGER IMFL DEPOT, APBCL West Godavari-I Govt. Dist. Compound Chagallu , W.G. -534342	95 8813 271417	34	28	CHIEF MANAGER IMFL DEPOT, APBCL Sharmamommedpu ram Village Etcherla Mandal SRIKAKULAM - 532 402	95 8942 231137
28	29	CHIEF MANAGER IMFL DEPOT, APBCL S No. 200/2A Thimmanaidu Palem Karakambadi Road Near Guest Line Days Hotel TIRUPATHI- 517 507	95 877 281715	35	34	MANAGER IMFL DEPOT, APBCL Gudipeta Village, Survey No.347 Near 13 <sup>th</sup> APSP Battalion MaNchiryal ADILABAD Dt.	95 8736 232557
29	30	CHIEF MANAGER IMFL DEPOT, APBCL West Godavari-II M R C Buildings , Guntur Road, Eluru WEST GODVARI - 534 001	95 8812 240059	36	36	CHIEF MANAGER IMFL DEPOT, APBCL, Sy.No.588,589 & 590, Kondamadugu (v), Bibinagar (m), Nalgonda District	96522 24909

30	32	CHIEF MANAGER IMFL DEPOT, APBCL Rangareddy- II Sy.No. 468, Bowrampet (v), Qutbullapur (m), Rangareddy Dist.500043.	99493 51061	37	37	CHIEF MANAGER IMFL DEPOT, APBCL.H.No.2-234, Sy.No. 171, Jalpally (v), G.P.Saroonagar(m ) , Rangareddy District.	96188 80810
31	33	MANAGER IMFL DEPOT, APBCL East Godavari-III M/s. Rajkrishna Enterprises, Near Taluqa Office, Amalapuram EAST GODAVARI - 533 201	95 8856 237478	38	38	MANAGER IMFL DEPOT, APBCL, Guntur-III, Godowns of Smt. Ramtulsamma, Sy.No.300/C2, Vinkonda Road, Narsaraopet (v), Narsaraopet, Guntur District.	99493 50052
32	39	MANAGER IMFL DEPOT, APBCL Rangareddy-IV, Sy.No 279 & 735 / A Devar Yamjal Village, Near P.V. Rajender Rao Gardens, Shameerpet (M) Rangareddy - 500014	08418- 261236	39	40	MANAGER IMFL DEPOT, APBCL WARANGAL- II H.No. 2-42 Near APSEB sub-station, Madikonda, Hanmakonda, Warangal-506142	97019 99869
33	41	MANAGER IMFL DEPOT, APBCL, Prakasam-II, Godowns of SMT. A. Durga Kumari, Jowharnagar, Markapuram (V), Prakasam Dist	085922 33492				

**ANNEXURE –VI**

<b>LIST OF INTEGRATED / PROHIBITION AND EXCISE CHECK POSTS</b>			
<b>S.NO</b>	<b>DISTRICT</b>	<b>INTEGRATED CHECK POSTS</b>	<b>PROHIBITION &amp; EXCISE CHECK POSTS</b>
1	ANANTAPUR		KODIKONDA THUMKUNTA VIDAPANAKALLU MALAKAMARRU (RAYADURGA ROAD) OBULAPURAM Rly. Stn. GUNTAKAL
2	CHITTOOR	NARAHARIPET	PALMANER PUNGANUR BALREDDY PALLI VENKATAGIRI KOTA
3	NELLORE	BHEEMUNIVARIPALEM	
4	NIZAMABAD	SALURA	MADNUR DHARMAPURAM
5	MEDAK		ZAHEERABAD
6	SRIKAKULUM	PURSHOTTAMPURAM	ICHAPURAM
7	MAHABUBNAGAR		KRISHNA NANDINI RAVALPALLI
8	EAST GODAVARI		NELAPALLI EDURLAKA SUNKARAPALEM
9	KHAMMAM		KUNTA
10	ADILABAD	BHORAJ	BHAINSA VANKEDI LAKSHMIPUR GHANPUR
11	KURNOOL		MADHAVARAM KOSIGI HALARIVE(CHINTAKUNTA) HOLOGONDA SIRIGUPPA(ADONI ROAD) NAGULADINNE
12	VIZIANAGARAM		SALURU (BORDERING ORISSA) PARVATIPURAM