

**INVITATION OF OFFERS
FOR SUPPLY OF IMFL**

“B” - CATEGORY

e-PROCUREMENT NOTIFICATION

NO:APBCL/I/2012-13/2, DATED: 16-06-2012

**ANDHRA PRADESH BEVERAGES CORPORATION LIMITED
(A State Government Undertaking)
4TH FLOOR, PROHIBITION & EXCISE COMPLEX, M.J.ROAD,NAMPALLY,
HYDERABAD – 500 001
GRAMS : BEVERAGES PHONE: 24747306/307 FAX: 24746403
E-Mail : apbclco@yahoo.co.in**

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

GRAMS : BEVERAGES

PHONE:24747307 / 306

FAX: 24746403

E MAIL: apbclco@yahoo.co.in

e-Procurement NOTIFICATION NO. APBCL/I/2012-13/2 DATED: 16-06-2012.

THE ANDHRA PRADESH BEVERAGES CORPORATION LIMITED, a Company wholly owned by the Government of Andhra Pradesh, is conferred with the exclusive privilege of conducting wholesale trade in IMFL in the whole state of Andhra Pradesh through its various depots located at various locations in the State. For the purpose of commercial convenience the Corporation classified IMFL including wine and Ready to Drink varieties into categories as detailed below:

<u>CATEGORY</u>	<u>BASIC PRICE /CASE</u>
“A”	Upto Rs. 450/-
“B”	Above Rs. 450- and upto Rs. 700/-
“C”	Above Rs. 700 and upto Rs.1000/-
“D”	Above Rs.1000/-

The Corporation invites price offers for supply of all categories of Indian Made Foreign Liquor (other than beer) from the Distilleries and Wineries 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. In case of “A” and “B” categories of IMFL the distilleries which sold a minimum of 50,000 cases of IMFL (not applicable to Wine and RTD varieties) during the period from 1-4-2011 to 31-03-2012 or in case of Distilleries which are closed during the financial year 2011-12 they should have a minimum sale of 50,000 cases in a Calendar year or a Financial year immediately preceding the year in which they were closed, are only eligible to submit offers. The Distilleries and Wineries 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 IMFL (other than beer) during the year 2012-13 (01-08-2012 to 30-06-2013) may submit their offers. Separate documents have to be submitted for each Category of IMFL. The offers should conform to the offer conditions set out in the schedule.

The Distilleries should offer to supply only ENA/ Malt based IMFL as per the specifications set out in the Offer schedules.

Separate schedules i.e. for “A”, “B”, “C”, “D” categories of IMFL (including Wine and Ready to Drinks) containing the terms and conditions can be obtained from online website – **www.eprocurement.gov.in** or <https://tender.eprocurement.gov.in>

The offers in Annexure-I & II should be submitted online only per each category of IMFL i.e. “A”, “B”, “C” & “D”.

Apart from submitting Annexure-I & II online the offerors are also required to submit the entire set of offer document duly superscribed as “FOR SUPPLY OF “A” CATEGORY IMFL, “B” CATEGORY IMFL, “C” CATEGORY IMFL, “D” CATEGORY IMFL,RTD or WINE” (as the case may be) addressed to the Managing Director of the Corporation, along with required EMD and process fees (as detailed below) along with Annexure-V (in case of ‘A’ & ‘B’ categories excluding RTD and wine) in a sealed cover at the above address before 2.00 PM on **03-07-2012**.

1. The EMD is Rs.1.00 lakhs (Rupees One lakh only) for each offer.
2. The EMD is Rs.1.00 lakhs (Rupees One lakh only) incase of all categories of wine only.
3. The EMD is Rs.1.00 lakhs (Rupees One lakh only) incase of all categories of RTD verities only.
4. Process fee of Rs.10,000/- (Rupees Ten thousand only) for each offer.

Offers not accompanied by Earnest Money Deposit and process fee and those received after 2.00 PM on **03-07-2012** will be rejected.

The online offers will be opened at **3.00 pm on 03-07-2012** on www.eprocurement.gov.in or <https://tender.eprocurement.gov.in>. The representatives of Distilleries / Wineries 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 Vayam Technologies Limited, e-Procurement helpdesk support at:

e-Procurement Help Desk

**Vayam Technologies Limited, D.No.6-2-654/1 5th floor,
Sri. Kalpa Complex, Opp. Shadan College, Khairatabad, Hyderabad -500004
Andhra Pradesh, India.**

Contact Phone Numbers

Land Line: +91- 040- 44426250 / 51

Fax: +91- 040- 44426252

Mobile: 093938 97965 / 093938 97936

E-Mail: 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 Manager (MM) in the Corporate Office in the above mentioned address may be contacted on all working days during office hours.

MANAGING DIRECTOR

ANDHRA PRADESH BEVERAGES CORPORATION LIMITED

(A State Government Undertaking)

4th, FLOOR ,PROHIBITION AND EXCISE COMPLEX,

9 & 10, EASTERN M.J. ROAD

HYDERABAD – 500 001

GRAMS : BEVERAGES

PHONE:24747307 / 306

FAX: 24746403

E MAIL: dmmisapbcl@yahoo.com

OFFER FOR “B” CATEGORY

1.	Department Name	THE ANDHRA PRADESH BEVERAGES CORPORATION LIMITED
2.	Circle/Division	NA
3.	Tender Number	NO:APBCL/I/2012-13/2, DATED: 16-06-2012
4.	Tender Subject	INVITATION FOR OFFERS FROM DISTILLERIES / WINERIES LOCATED WITHIN THE COUNTRY FOR SUPPLY OF IMFL ON RATE CONTRACT BASIS FOR THE YEAR 2012-2013
5.	Period Of Contract	01-08-2012 TO 30-06-2013
6.	Form Of Contract	As per Tender Document
7.	Tender Type	Open
8.	Tender Category	RATE CONTRACT
9.1.	EMD / Offer Security	<ol style="list-style-type: none">1. The EMD is Rs.1,00,000/- (Rs.One lakh only) incase of offer for supply of “B” category IMFL.2. The security deposit is Rs.15.00 lakhs (Rupees Fifteen Lakhs Only)) incase of offer for supply of “B” category IMFL.3. The security deposit is Rs.2.00 lakhs each (Rupees Two lakhs only) in case of exclusive Wine and RTD verities.
10.	EMD/Offer Security Payable To	M/s. A P Beverages Corporation Limited, Hyderabad
11.	Process Fee	Rs. 10,000 (Rupees Ten Thousand only) for each category, drawn and issued by any Nationalised or Scheduled Bank payable at Hyderabad
12.	Process Fee Payable To	In favour of M/s. A P Beverages Corporation Limited
13.	Transaction Fee Payble to M/s APTS, Hyd.	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
14.	Schedule Sale Opening Date	18-06-2012 at 10.30 A.M
14.1	Schedule Sale Closing Date & Time	03-07-2012 at 12.00 Noon
15.	Offer Submission in Annexure-I & II	On line only

15.1	On line offer Submission Closing Date & Time	03-07-2012 at 2.00 PM
16.	Submission of separate DD's towards EMD and Process fee and Annexure-V	Off line only
16.1	Submission of separate DD's towards EMD Deposit and Process fee and Annexure-V closing date and time	03-07-2012 at 2.00 PM
17.	Pre-Qualification Opening Date & Time (Qualification and Eligibility Stage)	03-07-2012 at 2.30 PM
18.	Technical Specifications Offer Opening Date (Technical Offer Stage)	Not applicable
18.1	Samples Required	Nil
19.	Price Offer Opening Date (Financial Offer Stage)	03-07-2012 at 3.00 PM
20.	Place Of Tender Opening	Andhra Pradesh Beverages Corporation, 4 th 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	Sri. M.Santhosh Reddy, Manager (Materials Management)
22.	Address/E-mail id	Andhra Pradesh Beverages Corporation, 4 th floor, Prohibition & Excise Complex 9 & 10 Eastern, M.J.Road, Nampally, Hyderabad-500001. <u>E-mail dmmisapbcl@yahoo.com</u>
23.	Contact Details/Telephone,Fax	24747306,307 and FAX No.24746403
24.	Eligibility Criterion	Manufacturers possessing a distillery / winery duly licensed (including excise license). Minimum sale of 50000 cases of IMFL (not applicable to wine and RTD varieties) during the period from 01-04-2011 to 31-03-2012 or for the distilleries closed during the year financial year 2011-12 a minimum sale of 50000 cases in a calendar year or financial year immediately preceding the year in which they are closed.
25.	Procedure For Offer Submission	The offeror shall submit his response through Offer submission on eProcurement platform at <u>www.eprocurement.gov.in</u> by following procedure: The offeror would be required to register on the e-procurement market place <u>www.eprocurement.gov.in</u> or <u>https://tender.eprocurement.gov.in</u> and submit their offers in Annexure I & II on online. Offline offers shall not be entertained by the Offer Inviting Authority for the offers published in e-procurement

platform.

The offerors shall submit their eligibility and qualification details, Financial offer etc., in the online standard formats displayed in eProcurement web site.

1. Registration with eProcurement platform:

For registration and online offer submission offerors may contact HELP DESK of M/s Vayam technologies Limited.
www.eprocurement.gov.in or <https://tender.eprocurement.gov.in>.

2. Digital Certificate authentication:

The offeror shall authenticate the offer with his Digital Certificate for submitting the offer electronically on eProcurement platform and the offers not authenticated by digital certificate of the offeror will not be accepted on the eProcurement 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, and Annexure-V (Excluding Wine & RTD) 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.

4. Payment Of Transaction Fee:

It is mandatory for all the participant offerors from 1st January 2006 to electronically pay a Non-refundable Transaction fee to 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

		<p>Banking of ICICI Bank, HDFC, Axis Bank to facilitate the transaction. This is in compliance as per Government of India Ministers of Finance, Department of Revenue, Circular No.155/6/2012-ST, Dt.09.04.2012. A service tax of 12.36% + Bank Charges for Credit Card Transaction of 1.85% on the transaction amount payable shall be applicable.</p> <p>5. Corpus Fund:</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 eProcurement platform before entering into agreement / issue of purchase orders, towards eprocurement fund in favour of Managing Director, APTS. There shall not be any charge towards e-Procurement fund in case of works, goods and services with ECV less than and upto Rs. 10 lakhs</p> <p>6. Offer Document:</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 at the time of intimation of approved basic prices by the Corporation.</p> <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>7. Offer Submission Acknowledgement:</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 eprocurement 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 Vayam technologies Limited 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 schedules of 'A', 'B', 'C', 'D'
- 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.
- 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 sealed in envelope superscribed as "Supply for A/B/C/D is to be dropped in the offer box provided at the office of Andhra Pradesh Beverages Corporation Limited, 4th floor, Prohibition & Excise complex."
 - 1) Demand draft of prescribed EMD.
 - 2) Demand draft of process fee for Rs. 10,000/-
 - 3) Annexure V certificate (for 'A' & 'B' categories only, not applicable to the Wine and RTD varieties).
 - 4) Valid Distillery/Winery excise license copy.
 - 5) Complete offer document duly signed on all pages

INFORMATION FOR THE OFFERORS

- The Data to be filled as per Annexure-II is provided in excel format.
- All Existing suppliers shall mention the supplier code as allotted by APBCL in the Ist Column. New suppliers need not give any code.
- Select the brand description from the given Drop Down Box which contains description of all the brands registered with APBCL till date to fill 4th column. In case, the brand description is new and not provided in the Drop Down Box then select the new brand description in drop down box and type the Name of the Brand description in the column "NEW BRAND ENTERED."
- The relevant information for 3rd, 5th, 8th, 9th, 10th & 12th column is also provided in a Drop Down Box, which may be selected accordingly for filling the data in these columns.
- All other information like Name of the Supplier, Number of Bottles per Case, BASIC PRICE PER CASE, Tie-Up / Sub-Lease, Alcoholic Strength etc., shall be entered in the relevant columns manually, with utmost care.
- **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, D.No.6-2-654/1 5th floor,
Sri. Kalpa Complex, Opp. Shadan College, Khairatabad, Hyderabad -500004
Andhra Pradesh, India.**

**Contact Phone Numbers
Land Line: +91- 040- 44426250 / 51
Fax: +91- 040- 44426252
Mobile: 093938 97965 / 093938 97936
E-Mail: helpdesk.eproc@ vayamtech.com**

“OR”

ANDHRA PRADESH BEVERAGES CORPORATION LIMITED
(A State Government Undertaking)
4th, 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: dmmisapbcl@yahoo.com

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

- 1. Sri. A. Satish Kumar, Data Base Administrator – 99493 51026**
- 2. Smt. S. Vijaya Lakshmi, Data Processing Officer – 91777- 79921**

For any other information contact:

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

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

GRAMS: "BEVERAGES"

PHONE: 24747306/24747307

FAX : 24746403

OFFER e-PROCUREMENT NOTIFICATION NO: APBCL/I/2012-13/2, DATE: 16-06-2012

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OFFER SCHEDULE FOR SUPPLY OF "B" CATEGORY OF IMFL

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 "B" CATEGORY OF IMFL at the rates quoted by me/us in Annexures 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)
4TH FLOOR, PROHIBITION & EXCISE COMPLEX, 9 & 10 M.J. ROAD,
HYDERABAD – 500 001.

TERMS AND CONDITIONS for entering into a rate contract for supply of "B" category IMFL(including Wine and Ready to Drinks) to M/s.A.P.Beverages Corporation Limited against the Offer Notification No:APBCL/I/2012-13/2 Dated: 16-06-2012

1.0 INTRODUCTION:

The Government of Andhra Pradesh have conferred the exclusive privilege of importing, exporting and distribution of Indian Made Foreign Liquor, to licensees in the whole of the State of Andhra Pradesh, on M/s.A.P.Beverages Corporation Limited a Company wholly owned and controlled by the Government of Andhra Pradesh (the "Corporation"). The Corporation intends to procure in wholesale good quality IMFL (INDIAN MADE FOREIGN LIQUOR - ENA / MALT BASED) 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 Indian made foreign Liquor IMFL (ENA/MALT Based) at competitive price during the Year 2012-13 from 01-08-2012 to 30-06-2013 subject to extension by the Corporation. Offers quoted for RS based IMFL will not be considered. Offers are invited from manufacturers possessing a Distillery/Winery duly licensed (including Excise Licence) by the competent authority of any State Government or Union Territory in India. The licensed Distilleries/wineries can submit their offers on behalf of sub-lessee (s) also.

2.0 DETAILS OF OFFER

2.1 SUBMISSION OF OFFERS:

The Distilleries with a minimum sale of 50,000 cases (Fifty thousand cases) of IMFL (not applicable to the Wine and RTD varieties) during the period from 1-4-2011 to 31-03-2012 or in case of Distilleries which are closed during the financial year 2011-12, they shall have a minimum sale of 50,000 cases in a calendar year or a Financial year immediately preceding the year in which they were closed, shall be eligible to submit **Online offers (Annexure-I & Annexure-II). 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 03-07-2012. Online offers will be opened on 03-07-2012 at 3.00 P.M.** The demand drafts towards Earnest Money Deposit (EMD) of Rs.1,00,000 lakhs (Rupees one Lakh only) as specified at para 2.3 and process fee of Rs.10,000/- (Rupees ten thousand only) along with Annexure-V and complete set of the

offer document duly signed on all pages shall be placed in an envelope, duly sealed and superscribed "Offer for supply of 'B' category IMFL" shall be submitted on any working day in person at the office of the Managing Director, M/s.A.P.Beverages Corporation Limited 4TH FLOOR, PROHIBITION & EXCISE COMPLEX, 9 & 10 M.J. ROAD, HYDERABAD – 500 001 before 2.00 P.M. on **03-07-2012** and the envelopes will be opened on the same day at 2.30 P.M. 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 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 process 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 & Transaction Fee:

- i. **Offers shall be accompanied by two (2) demand drafts. One for Rs.1,00,000/- (Rupees one lakh only) towards EMD and the other for Rs.10,000/- (Rupees ten thousand only) towards process fee drawn in favour of "M/s.A.P. Beverages Corpn. Ltd." on any Scheduled Bank payable at Hyderabad.**
- ii. The EMD and process fee shall bear no interest.
- iii. Offers without EMD and process 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 process fee is 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) for "B" category IMFL and Rs. 2.00 Lakhs rupees two lakhs only) for exclusive supply of "Wine" and "RTD" 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) whose earlier Security Deposits are with M/s.APBCL as on the date of entering into rate contract agreement for the year 2012-2013, such security deposit of Rs.15 lakhs will be adjusted towards security deposit for the year 2012-2013 against their offer.**

C.Transaction Fee:

It is mandatory for all the participant offerors from 1st January 2006 to electronically pay a Non-refundable Transaction fee to M/s. APTS Hyderabad., 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 to facilitate the transaction. This is in compliance as per Government of India Ministers of Finance, Department of Revenue, Circular No.155/6/2012-ST, Dt.09.04.2012. A service tax of 12.36% + Bank Charges for Credit Card Transaction of 1.85% on the transaction amount payable to Vayam Technologies Limited. 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:

- a) 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** or <https://tender.eprocurement.gov.in>.
- b) The offeror shall submit certificate in original in proforma given in Annexure -V issued by the Commissioner of Excise or the Managing Director of the Govt. Corporation dealing in IMFL, or any Competent authority of the State / Union Territory concerned indicating the number of cases of IMFL sold during the financial year in Annexure-I. If the total number of IMFL (not applicable to wine and RTD varieties) cases sold during the period from 01-04-2011 to 31-03-2012 or in case of distilleries which are closed during the financial year 2011-12, they

shall have a minimum sale of 50,000 cases in a Calendar Year or a financial year immediately preceding the year in which the Distilleries are closed, or if the offeror fails to enclose the certificate from the authority mentioned above, the offer will be rejected.

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 IMFL was supplied to the concerned state level corporation / department during the financial year 2011-2012 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.
- iv) The basic Prices of the cases of the sizes (1000 MI, 750 MI, 500 MI, 375 MI, 180 MI, 90 MI and 60 MI or any size or any type of pack approved by Commissioner of Proh. & Excise, A.P., from time to time) under a particular brand should be quoted in such a way that they all fall under the "B" category. For example, the basic price of a case of 750 MI of a particular brand be in "B" category the prices of the cases of the remaining sizes should also fall in "B" category only.

- 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 be entitled not to place any orders / indents on such suppliers.

- C).** The online price offers shall be made as per Annexure-II, **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 IMFL as required under Rule 16 (4) (vi) of A.P. Distillery (manufacture of Indian made Foreign Liquor other than Beer & Wine) Rules 2006 and Rule 11 (4) (viii) of A.P. Winery Rules 2006.

The rates of Excise Duty / Countervailing Duty, A.P.Vat, APBCL Trade Margin, Additional trade margin, Special Margin 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 size(s) / brand (s) of IMFL 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 and
 - iii) the IMFL is of "B" category.
- 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 IMFL 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.

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 IMFL of "B" category 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 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 brands (IMFL of "B" category) offered for supply during the currency of contract and approved by the Corporation, the Corporation may place only a trial order of 10,000 cases of IMFL 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) SUPPLY OF IMFL OF BASIC PRICE UPTO Rs.400/- PER CASE:

The Corporation reserves the right to demand the Supplier/company to supply, IMFL (other than Wine, Beer and Ready to Drink varieties) of up to Rs.400/- basic per case as per stipulation given below.

Supplier/company having an average sale of 50,000 cases per month in A.P. during preceding financial year (i.e. from April, to March) shall have to supply a minimum of 15% of their total sale per month in A.P. in the previous financial year, as and when demanded during the original contract period (2012-2013) or as extended by the Corporation.

- C)** 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.

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 order 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 IMFL 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) As soon as an order for supply is placed, supplier(s) outside Andhra Pradesh, have to advance to the Corporation the amount equivalent to Import Fee (IF), Countervailing Duty (CVD) and cost of Excise Adhesive Labels (EALs)/ Hologram in respect of the quantity of IMFL ordered, by way of a demand draft drawn in favour of the Corporation and have to raise a debit advice against the Corporation. After receipt of the advance the Corporation would remit the same to the Government of A.P. and 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).

iii) In respect of stocks of IMFL imported from outside the State all the bottles are to be affixed with Excise Adhesive labels supplied by the Commr. of Prohibition & Excise, Govt. of A.P. immediately on arrival of the stock at the depots after Excise verification. The supplier shall bear the cost of Excise Adhesive Label and the cost of affixing it, which will be fixed from time to time by the competent authority. This is subject to change as may be notified by the competent authority.

The supplier(s) shall affix at the supplier(s) cost the barcode label on every carton/case 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 Government. The entire cost of barcode label shall be borne by the supplier.

The supplier(s) shall affix Excise Adhesive label/ Hologram, as supplied by the Excise Officer, on each sealed bottle of liquor, at his own cost.

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 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 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 distillery/winery 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/transport permit, he shall report the matter to the General Manager(Excise), of Corporation, so as to reach him atleast 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 distillery or winery that IMFL stocks have not been dispatched from the distillery or winery 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.

i. 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 enroute, 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 whatsoever 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 45th day from the date of receipt 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 45th 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 for making early payments.
 - a. 1.5 percent for payments made within 15 days from the date of receipt of supplies.
 - b. 1 percent for payments made between the 16th and 30th day from the date

of receipt of supplies.

- c. ½ percent for payments made between the 31st and 44th day from the date of receipt of supplies.

C) 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.

D) SLOW MOVING STOCK:

- i) The supplier shall take all necessary steps for liquidating stocks of all brand (s) supplied to the Corporation.
- ii) If at least 25% of stock (s) of any brand (s)/case (s) pertaining to any consignment do not get sold in 6 months period, such brand (s)/ case (s) will be treated as slow moving stocks for purpose of this clause
- iii) Last day of the month will be the basis to identify slow moving stocks.
- iv) In respect of such stock at the end of the six month period a penalty of Rs.25/- per case per month will be charged in addition to the penalty under clause 2.12 C.
- v) At the end of 10 months a penalty of Rs.50/- per case per month will be charged in addition to the penalty under clause 2.12 C till the date of destruction or taking back to their manufacturing units.
- vi) If the slow moving stock is not liquidated even after 12 months, the slow moving stock is liable for destruction or will be permitted to take back to their manufacturing units as per rules.
- vii) the slow moving stock also be permitted for destruction or to take back to their manufacturing units as per rules on the request of the supplier within 12 months.
- viii) The Managing Director reserves the right to revise, from time to time, the penalty as considered appropriate.

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

3.1 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:

“Brands” means the different types of Whisky, Brandy, Rum, Gin, Vodka, Wine and Ready to Drink varieties 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 IMFL from the Distilleries / Wineries situated within the State the basic price includes Cost price + Cost of Excise Adhesive Labels (EAL) / Hologram + freight charges + handling charges for loading and insurance etc.,
- ii) In respect of IMFL procured from the Distilleries / Wineries located outside the State of A.P., the basic price includes, in addition to the above, the following also:

C.S.T. (Central Sales Tax) and Export Duty levied by the state where the IMFL 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 IMFL 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 = Sub Total + APBCL Margin on Sub Total + A..P.Vat on APBCL Margin + Additional Trade Margin on landed cost = Issue Price(rounded off to nearest next rupee) + Retailer’s Margin = Maximum Retail Price (MRP rounded off to nearest next rupee, differential amount rounded off will be credited to government as Special Margin)}.

E) CASE:

‘Case’ means 9 Numbers of 1000 ml / 12 Numbers of 750ml or 6 Numbers of 750ml / 24 Numbers of 375ml / 48 Numbers of 180ml / 96 Numbers of 90 ml and 150 Numbers of 60 ml Glass Bottles / Pet bottles / Tetra Pack.

The pet bottles / Tetra Pack are to be certified by Central Food Technological Research Institute as fit for preservation, and all such types of packs or sizes as approved by the Commissioner of Proh. & Excise, A.P. from time to time.

F) CATEGORISATION:

The definition of "B" IMFL Category is as under :

Category	Basic Price / Case
"B"	Above Rs. 450/- and upto Rs.700/-

G) PRODUCT: "Product" Includes Brandy, Whisky, Gin, Rum, Vodka, Wine and Ready to Drink varieties.

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 IMFL.

I) 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.

3.2 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 the Corporation unless accepted in writing.

3.3 TEST CERTIFICATE:

The supplier shall ensure that the IMFL (ENA / MALT Based only) supplied against the orders for supply placed by the Corporation shall meet the following requirements.

A) Clarity :All the IMFL (ENA / MALT Based only) shall be clear and transparent liquids free from sediments or suspended particles.

B) Freedom from Harmful ingredients: All the IMFL (ENA / MALT Based only) shall be free from any ingredients injurious to health.

C) Freedom from added colouring matter: All the IMFL shall be free from added colouring matters except caramel. Rum without colouring matter shall be designated as white Rum. Gin and Vodka shall be clear, free from added colour and shall not develop any turbidity on being diluted with water.

D) Aroma and Taste: All IMFL shall possess the relevant characteristic aroma (flavour) and taste.

E) Maturity: Rum and Whiskies when labeled as "matured" shall be a blend of spirits matured for not less than 3 months in suitable containers.

The quality of IMFL shall conform to the standards prescribed by the Bureau of Indian Standards (BIS). The copy of Chemical Examination Certificate duly attested by the Distillery Officer / competent authority concerned should be sent to the designated Corporation depot along with dispatch of each batch and consignment of brands. Such chemical examination certificate shall be duly authenticated by the Chemical Examiner / Authority recognised in the A.P. State in respect of brands manufactured in Andhra Pradesh. In respect of brands dispatched from outside Andhra Pradesh, the Chemical Examination certificate shall be duly authenticated by the Chief Chemical Examiner/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 any product does not conform to 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.

- 3.4** 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 Distillery 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(s) 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 order 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, A.P. Distillery (Manufacture of Indian made Foreign Liquor other Beer & Wine) Rules 2006, A.P. Winery Rules 2006 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.

ANNEXURE - I

ANDHRA PRADESH BEVERAGES CORPORATION LIMITED

PROFILE

(To be furnished on letter head)

- 1.a) Name of the manufacturing Distillery/
Winery 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 - Distilleries/Wineries located in A.P.
- Non-local - Distilleries/ Wineries located outside A.P.

4. Legal status of the manufacturing
Distillery/Winery 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 Proof Liters per annum) :
- b) Total Number of IMFL cases
produced by the Unit
(from 1-4-2011 to 31-03-2012) :
- c) Number .of Lines Sanctioned :
- 1) Automatic :
- i) 12 Nozels :
- ii) 20 Nozels :
- iii) 40 Nozels :
- 2) Semi Automatic :
- 3) Manual Lines :

- 6 Whether the manufacturing distillery /Winery:
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 distillery /Winery :
 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. Total Number of IMFL cases sold during :
 the period from 01-04-2011 to 31-03-2012.

The offeror shall enclose certificate issued
 by the Commissioner of Excise or M.D.
 Govt. Corporation dealing IMFL, or any
 Competent authority indicating the total No.
 of cases of IMFL sold during 2011-12. If the total
 No. of cases sold during 2011-12 is below
 50,000 cases (Fifty thousand cases) or in case of
 distilleries which are closed during the financial year
 2011-12, they shall have a minimum sale of 50000
 cases in a calendar year or a financial year immediately
 preceding the year in which they are closed
 or the offeror fails to enclose the letter from
 the authority detailed above, the offer will
 be rejected(not applicable to Wine and RTD
 varieties).

9. 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

10. 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

11. Any other details :
 Place : Signature :
 Date : 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

**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 "B" Category IMFL
2012-13 – basic prices quoted - Reg

Ref: Notification No.APBCL/I/2012-13/2 Dt. 16-06-2012.

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

Supplier Code (in case of existing suppliers only)	Name of the supplier	Local / Non local	Brand Description	Size in ML per Bottle	Number of bottles per case	*Basic price in Rs. per case	Brand Segment
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)

Type of pack G (Glass) / P (Pet)	**Status of the Brand Own / Tie-up / of Sub-lessee	***Tie-up / Sub-lease brand owned by (Name of the Brand Owner / or Sub-Lessee)	**** Code for Blend	Alcoholic Strength % (proof)	Alcoholic Strength % (v / v)
(9)	(10)	(11)	(12)	(13)	(14)

*Basic price

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

- Local - Distilleries / Wineries located in A.P.
Non-local - Distilleries / Wineries located outside A.P.

*** A copy of the subsisting agreement between the supplier and the Brand owner (Executed by authorised 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.

** Code for Status of the Brand **** Code for Blend

- O – for Own Brands 01 – ENA based
T - for Tie-up Brands 02 - Malt based
S - for Sub-Lessee Brands 03 - Others (give details)

PLACE:
DATE :

SIGNATURE OF CHIEF EXECUTIVE
OF THE DISTILERY/ WINERIES.
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

S.No.	DEP. CODE	NAME OF THE DEPOT	PHONE NO.	S.No	DEP. CODE	NAME OF THE DEPOT	PHONE NO.
1	1	DEPOT MANAGER, IMFL DEPOT,APBCL HYDERABAD –1 H.No.12-165, Peerzadiguda(V), Ghatkesar (M) RANGAREDDY DT.	27206176	9	9	DEPOT MANAGER, IMFL DEPOT,APBCL GundlaSingaram Village,WARANGAL – 506 009	95 870 2439324
2	2	DEPOT 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	DEPOT MANAGER, IMFL DEPOT, APBCL P.BOX NO. 11 KARIMNAGAR – 505 001	95 8782 276218
3	3	DEPOT 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	24204510	11	11	DEPOT MANAGER, IMFL DEPOT,APBCL N S P Complex , Wyra, KHAMMAM – 507 165	95 8749 251242
4	4	DEPOT MANAGER IMFL DEPOT, APBCL NagapoorVillage, Utnoor (M) ADILABAD–504 311	95 8731 278648	12	12	DEPOT MANAGER, IMFL DEPOT, APBCL Pandipadu Road, Kalleru (M) KURNOOL – 518 002	95 8518 230496
5	5	DEPOT MANAGER IMFL DEPOT, APBCL Madhapoor(V), Makloor (M) NIZAMABAD-503 213	95 8462 280037	13	13	DEPOT MANAGER, IMFL DEPOT, APBCL Oddepally (V), Putalapattu (M) CHITTOOR –517 124	95 8572 270042
6	6	DEPOT MANAGER IMFL DEPOT, APBCL Kolcharam(M), Chinnaghapur(V) MEDAK – 502307	95 8452 227349	14	14	DEPOT MANAGER, IMFL DEPOT,APBCL Somaldoddi (V) Via Georgepet ANANTHAPUR – 515 004	95 8554 277013
7	7	DEPOT MANAGER IMFL DEPOT, APBCL Keshavrajpalli NALGONDA–508 001	95 8682 244715	15	15	DEPOT MANAGER IMFL DEPOT,APBCL IDA RTC Work Shop CUDDAPAH – 516 002	95 8562 244815
8	8	DEPOT MANAGER, IMFL DEPOT, APBCL Thimmajipet village MAHABOORNAGAR -509 406	95 8540 233555	16	16	DEPOT MANAGER IMFL DEPOT,APBCL Deverapalem Village Nellore Mandal NELLORE – 524 001	95 861 2399706

S.NO	DEP CODE	NAME OF THE DEPOT	PHONE NO.	S.NO	DEP. CODE	NAME OF THE DEPOT	PHONE NO.
17	17	DEPOT MANAGER IMFL DEPOT, APBCL S.N.216, Pernamitta Near Ongole PRAKASAM - 523 001	95 8592 233492	22	23	DEPOT MANAGER IMFL DEPOT, APBCL East Godvari-I VDO's Training Centre, Samalkot E.G. - 533 440	95 884 2327369
18	18	DEPOT MANAGER IMFL DEPOT, APBCL, GUNTUR-I, Nallapadu Village, Guntur - 522 005	95 863 2290147	23	24	DEPOT MANAGER IMFL DEPOT, APBCL East Godvari-II A P S H Weavers Co-op Society Ltd., APCO Bhavan, Lalacheruvu, RAJAHMUNDRY-533101	95 883 2441285
19	19	DEPOT 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	994935104 7	24	25	DEPOT 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	DEPOT MANAGER IMFL DEPOT, APBCL VIJAYAWADA-I Autonagar VIAJAYAWADA , KRISHNA DT.-520 007	95 866 2555970	25	26	DEPOT MANAGER IMFL DEPOT, APBCL Vizag-II , S No.77 Jerripothulapalem Viz Chintalagatta Post VISHAKHAPATNAM- 531035	95 891 2520291
21	21	DEPOT 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	DEPOT MANAGER IMFL DEPOT, APBCL S.NO. 73 & 74, Before Railway Gate Nellimerla Village VIZIANGARAM - 531 217	95 8922 244241
27	22	DEPOT MANAGER IMFL DEPOT, APBCL West Godavari-I Govt. Dist. Compound Chagallu , W.G. -534342	95 8813 271417	34	28	DEPOT MANAGER IMFL DEPOT, APBCL Sharmamommedpuram Village Etcherla Mandal SRIKAKULAM - 532 402	95 8942 231137

28	29	DEPOT 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	DEPOT MANAGER IMFL DEPOT, APBCL Gudipeta Village, Survey No.347 Near 13 th APSP Battalion MaNchiryal ADILABAD Dt.	95 8736 232557
S.NO.	DEP. CODE	NAME OF THE DEPOT	PHONE NO.	S.NO	DEP. CODE	NAME OF THE DEPOT	PHONE NO.
29	30	DEPOT MANAGER IMFL DEPOT, APBCL West Godavari-II M R C Buildings , Guntur Road, Eluru WEST GODVARI – 534 001	95 8812 240059	36	36	DEPOT MANAGER IMFL DEPOT, APBCL, Sy.No.588,589 & 590,Kondamadugu (v),Bibinagar (m), Nalgonda District	96522 24909
30	32	DEPOT MANAGER IMFL DEPOT, APBCL Rangareddy- II Sy.No. 468, Bowrampet (v), Qutbullapur (m), Rangareddy Dist.500043.	99493 51061	37	37	DEPOT MANAGER IMFL DEPOT, APBCL.H.No.2-234, Sy.No. 171, Jalpally (v), G.P.Saroornagar(m), Rangareddy District.	96188 80810
31	33	DEPOT MANAGER IMFL DEPOT, APBCL East Godavari-III M/s. Rajkrishna Enterprises, Near Taluqa Office, Amalapuram EAST GODAVARI – 533 201	95 8856 237478	38	38	DEPOT 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	DEPOT 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	DEPOT MANAGER IMFL DEPOT, APBCL WARANGAL-II H.No. 2- 42 Near APSEB sub- station, Madikonda, Hanmakonda, Warangal- 506142	97019 99869
33	41	DEPOT MANAGER IMFL DEPOT, APBCL, Prakasam-II, Godowns of SMT. A. Durga Kumari, Jowharnagar, Markapuram (V), Prakasam Dist	085922334 92				

LIST OF INTEGRATED / PROHIBITION AND EXCISE CHECK POSTS			
S.NO	DISTRICT	INTEGRATED CHECK POSTS	PROHIBITION & EXCISE CHECK POSTS
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

ANNEXURE - V

CERTIFICATE

Date :

Ref No :

.Dated:

This is to certify that M/s. ----- A distillery -----
----- with Excise License No.-----located at
-----Town / Village ----- District ----- State -----
with APVAT Tax Registration No. ----- with installed capacity of --
----- IMFL , Sold ----- Number of cases of IMFL , which
is equivalent to ----- proof liters, during the period from
01.04.2011 to 31-03-2012 **Or** from -..... to (in
the case of Distilleries which are closed during 2011-12).

Office Seal

Commissioner of Prohibition & Excise/
M.D., of State Beverages Corporation/
Any other competent authority