



# **KERALA STATE BEVERAGES (M&M)** **CORPORATION LIMITED**

(A GOVERNMENT OF KERALA UNDERTAKING)  
Website: [www.ksbc.kerala.gov.in](http://www.ksbc.kerala.gov.in), E-mail: [ksbcdp@gmail.com](mailto:ksbcdp@gmail.com)

Notification No.KSBC/CMD/140/FMFL/FMW/2023

## **NOTICE INVITING OFFERS FOR REGISTRATION FOR SALE OF FOREIGN MADE FOREIGN LIQUOR (FMFL) AND FOREIGN MADE WINE (FMW) ,EXCLUDING FOREIGN MADE BEER, TO KSBC UNDER RATE CONTRACT**

1. The Corporation is the monopoly wholesale purchaser and seller of Foreign Made Foreign Liquor, Indian Made Foreign Liquor, Wine and Beer in the State of Kerala and holds FL-9 License exclusively under the Abkari laws in the State.
2. The present invitation of e-Tender offers through the Kerala Government e-tender portal <https://etenders.kerala.gov.in> is from “Original Manufacturers owning a Distillery/ Winery abroad **OR** their authorized dealers having a customs bonded Warehouse **OR** the dealers authorized by the subsidiary of a foreign manufacturer in India having a customs bonded Warehouse”, or sub dealer appointed/ authorized by the authorized dealer in India, for registration and for entering into rate contract with the Corporation for sale of FMFL and FMW ,excluding Foreign made Beer, to the Corporation for the period from 1<sup>st</sup> April 2023 to until further notice. Separate e-Tender offers and prescribed EMD are to be submitted for FMFL and FMW using separate Digital Signature Token by the suppliers. Only offers submitted through the Kerala Government e-tender portal <https://etenders.kerala.gov.in> will be considered. The last date for submission of e-Tender offers is **5.00 pm on 25.02.2023**. The offers will be opened at **11 AM on 28.02.2023**.
3. Documents and details specified are also to be submitted in sealed covers at the Head Office of the Corporation at BEVCO TOWER, Vikas Bhavan.P.O, Palayam, Thiruvananthapuram 695033 on or before **5.00 pm on 25.02.2023**
4. Copy of the Terms and Conditions governing the offers and other documents can be downloaded from the Kerala Government e-tender portal <https://etenders.kerala.gov.in>.
5. Besides the above, “Original Manufactures owing a Distillery / Winery abroad **OR** their authorized dealers having a customs bonded Warehouse **OR** the dealers authorized by the subsidiary of a foreign manufacturer in India having a customs bonded Warehouse”, or sub dealer appointed/ authorized by the authorized dealer in India, who intend to enter into the rolls of the corporation **OR** supply additional brands throughout the year will be allowed to submit new / subsequent offers through e-tender portal of KSBC website ([www.bevco.in](http://www.bevco.in)) from 1<sup>st</sup> April 2023.

6. The offers shall be subject to the statutory provision in this regard as well as the guidelines issued by the Board of Directors and Government of Kerala from time to time.
7. This invitation is only for registration of offers for entering into a rate contract. The Corporation shall not be under any obligation to accept any offer, brand or rate. The offeror shall have no right vested in him to insist on the Corporation to purchase the goods offered by him.
8. The Corporation may amend/add/remove or modifies any of the terms and conditions of the rate contract at any time in any manner considered appropriate.
9. The Corporation reserves the right to accept or reject any rate offer or to cancel the offer invitation without assigning any reason what so ever.
10. For any queries/help, please contact the helpline No. 9447297905

**S/d**  
**GENERAL MANAGER (FINANCE)**

Thiruvananthapuram  
Date : 30.01.2023



## **KERALA STATE BEVERAGES (MANUFACTURING AND MARKETING) CORPORATION LIMITED**

(A GOVERNMENT OF KERALA UNDERTAKING)

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

Kerala, India

Phone: 0471 - 2724970, FAX: 0471 – 2727604

GRAM: BEVERAGES, Website: [www.ksbc.kerala.gov.in](http://www.ksbc.kerala.gov.in)

E-mail: ksbccep@gmail.com

[KGST No:11010320/15-3-84, CST No:11015320/15-3-84,

TIN No:32010194924, PAN No.AACK9431G]

**Notification No. KSBC/CMD/140/FMFL/FMW/2023**

**30.01.2023**

**Terms and conditions for registration of manufacturers for entering into rate contract for sale of Foreign Made Foreign Liquor (FMFL) and Foreign Made Wine (FMW), excluding Foreign made Beer, to Kerala State Beverages (Manufacturing and Marketing) Corporation Ltd.**

1. (a) Offers are invited exclusively from the Original Manufacturers owning a Distillery/ Winery abroad **OR** their authorized dealers having a customs bonded Warehouse **OR** the dealers authorized by the subsidiary of a foreign manufacturer in India **Or** sub dealer appointed/ authorized by the authorized dealer in India having a customs bonded Warehouse.  
  
(b) The Corporation will have the right to make such enquires/inspections either directly or indirectly to satisfy the functioning of the Distillery /Winery unit of the manufacturer offeror or their Authorized Agent who offers rate contract for sale of liquor to the Corporation either directly or through authorized agents/ sub agents at their cost for which necessary facilities and information are to be provided/furnished.  
  
(c) The offerors shall provide all information and data relating to their distillery / Winery Unit or their Authorized Agent in India, that may be requested for by the Corporation from time to time. Failure to furnish any information or willfully furnishing incorrect information will ipso facto render the offer liable for rejection/cancellation.
2. (a) The offeror should also enclose Demand Draft for Rs.11,800/- (Rs.10000+18%GST - non-refundable) drawn in favor of the Kerala State Beverages (Manufacturing and Marketing) Corporation Ltd., payable at Thiruvananthapuram, Kerala, India being the cost of Terms and Condition governing the offer and other documents (Demand Draft should be scanned and uploaded on to the Portal and payment should not be made online).

- (b) Only offers which are submitted through the Kerala Government e-Tender Portal <https://etenders.kerala.gov.in> will be considered. Detailed instructions regarding documents/details to be submitted through the e-tender portal and documents/details to be submitted in sealed cover by the supplier at the Head Office of the Corporation is attached as Annexure C & Annexure C1. The documents/details to be submitted in sealed cover should be super scribed “**Offer for FMFL/FMW/2023**”, and addressed to the Chairman and Managing Director, Kerala State Beverages (Manufacturing and Marketing) Corporation Ltd., BEVCO TOWER, Vikas Bhavan. P.O, Palayam, Thiruvananthapuram 695033, Kerala, India. The last date for submission of e-tender/rate contract offers and submission of documents in sealed covers is **5.00 pm on 25.02.2023**.
- (c) Besides the above, “Original Manufacturers owning a Distillery/ Winery abroad **OR** their authorized dealers having a customs bonded Warehouse **OR** the dealers authorized by the subsidiary of a foreign manufacturer in India having a customs bonded Warehouse”, or sub dealer appointed/ authorized by the authorized dealer in India, who intend to enter into the rolls of the corporation **OR** supply additional brands throughout the year will be allowed to submit new/subsequent offers through e-tender portal of KSBC website ([www.bevco.in](http://www.bevco.in)) from 1<sup>st</sup> April 2023.
3. (a) Offers shall be for entering into rate contract for sale of FMFL/ FMW to the Corporation from 01.04.2023 to until further notice. Separate offer and specified EMD should be submitted for sale of FMFL and FMW (using separate Digital Signature Token for FMFL and FMW). The offer for FMFL shall be accompanied by a Bank Draft for an amount of Rs.10,00,000/-(Rupees Ten Lakhs Only) drawn in favour of the Kerala State Beverages (Manufacturing and Marketing) Corporation Ltd., payable at Thiruvananthapuram towards initial Earnest Money Deposit. The offer for FMW shall be accompanied by a Bank Draft of Rs.1,00,000/- (Rupees One Lakh only) drawn in the same manner. EMD of the successful offeror shall be converted into Security Deposit. The amount can also transferred to KSBC A/C (**YES Bank, Account No.034988700000160, IFSC: YESB0000349**) mentioning EMD in the narration and copy of digital transfer receipt can be enclosed with Tender. For a sale quantity of FMFL up to 5,000 cases, the Security Deposit shall be Rs.10 lakhs and shall progressively increase by Rs.1 lakh for every additional sale of 5,000 cases. The maximum Security Deposit for FMFL will be Rs.1 crore. For sale of FMW upto 2,200 cases, Security Deposit will be Rs.1,00,000 and shall progressively increase by Rs.25,000 for every additional sale of 1,100 cases. The maximum Security Deposit for FMW will be Rs.10 lakhs. The Security Deposit bears no interest. (**Demand Draft/Digital receipt should be scanned and uploaded on to the Portal**).

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

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

- (c) MRP as worked out and intimated by the Corporation should be printed on the labels of FMFL and FMW bottles sold to the Corporation. The MRP will be fixed in consonance with the taxation policy of the Government of Kerala and the decision of the Corporation in this respect. The MRP shall be rounded off to the next higher multiple of tens.
- (d) The labels affixed on the bottles and on the cartons should contain all information mandatory or otherwise required. Particulars of the products printed on the outer cartons should be clear enough to identify the product and the inside contents very specifically. The particulars in the outer cartons should include the batch number and the manufacturing date of the product.
- (e) All sales are to normally forth come from the quoted Distillery / Winery only or on behalf of whom the rate is offered. The sales made (with particular reference to cartons, bottles and caps) should be tamper proof and in permissible standards prescribed. The seller will be responsible for its

compliance and is to periodically confirm the effectiveness of the arrangements made in this respect.

- (f) The rate quoted for each brand of FMFL and FMW shall be per case for sale at the FL-9 warehouse of the Corporation and the above rate should include Customs and all other Duties as is applicable and paid while Import and should include freight, insurance, import duty while import, GST, Bottle deposit, packing, labeling, handling, loading, unloading expenses, other expenses and levies etc but does not include Kerala Import Duty, Kerala Excise duty and Kerala Sales Tax.
- (g) The minimum rate quoted as above exclusive of Customs and all other Duties for Import as is applicable and payable while Import to India, but inclusive of all other expenses and operating margins of the offeror should not be less than Rs.6000/- per case for FMFL and Rs.3,000/- for FMW and any quote below these rates will be rejected.
- (h) The maximum number of brands can quoted is 20 for FMFL and FMW. And the maximum permitted pack size shall be eight viz., 180 ml, 200 ml, 300 ml, 375 ml, 500 ml, 700 ml, 750 ml and 1000 ml only.
- (i) The Corporation may allow new pack sizes or discontinue existing pack sizes as may be considered necessary.
- (j) The Corporation may recover in advance the special fee payable on supply of liquor and refund it only on receipt of liquor stock at the destination warehouse.
- (k) A cost sheet in the prescribed format (enclosed as Annexure – A) relating to each quoted brand of FMFL and FMW should be enclosed along with the Offer. The same should be signed by the Chief Executive/Power of Attorney Holder/Authorized Agent and authenticated by a Chartered Accountant/Cost Accountant in practice.
- (l) 'Sale' for purpose of payment will be the point of 'taxable sale' by the Corporation under the KGST Act 1963.
- (m) **Terms of Payment:** Payment for the goods sold to the Corporation under Rate Contract will be only after the goods are sold by the Corporation:
  - (i) Payment in respect of goods sold by the Corporation will normally be on a weekly basis, based on previous week's sales, after deducting cash discount of 7% for FMFL and 6% for FMW.

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

- (ii) For any special transfer (STN) to shops, the Corporation will levy additional discounts as below.
    - a) For FMFL- 2%
    - b) For FMW- 2%
  - (iii) The above discount rates may be amended/ modified at any time for all/any category of liquor, by the Corporation as may be considered necessary.
- (n) All amounts due to the Corporation will be deducted from the payments due to such seller, EMD, Security Deposit etc. of such seller.
- (o) The Corporation reserves the right to modify the Rate Contract Terms in accordance with the Abkari Policy of the Govt. of Kerala or any other directive to be issued by state or central Government from time to time.
- 6. (a) The documents, viz., the completed data sheet (Annexure A and B as is applicable for FMFL and FMW, and the copy of the terms and conditions governing the offer (on each page) shall be signed by the Chief Executive of the Distillery/ Winery or by the authorized officer or by the authorized agent in India as the case may be, as proof of acceptance of the terms and conditions. The name, designation and address of the signatory should be clearly mentioned against each such signature. All correspondences should be through the authorized signatory, as above clearly mentioning his name and designation.
- (b) Manufacturers/Sellers/dealer should submit the brand ownership certificate of the brands quoted by them (Copyright, patent, Trademark etc.).
- 7. Once the rate of any of the brands is accepted / decided by the Corporation and the same is communicated by the Corporation, in writing to the offerors, it will constitute a complete rate contract. The Rate Contractor (Seller) will thereafter be liable to sell as much quantity of each brand / pack as and when required by the Corporation at the approved rates and conditions. In case of failure to do so, the Corporation may take such action as it deems fit including levy of any penalty and/or recovery of any direct/indirect loss/damage that may be suffered by the Corporation apart from forfeiture of Security Deposit.
- 8. a) The quantity to be purchased from each Seller shall normally depend upon the demand for the product. However Corporation has the full right to place orders for purchase as per its sole discretion and requirement.
- b) The Corporation reserves the right to place additional purchase orders with the sellers who offer trade discounts on purchases at the prescribed rate or for other reasons as per the sole discretion of the Corporation.

9. (a) On receipt of the offers and their scrutiny by the Corporation, it shall be open to the Corporation to enter into negotiation with the offeror and  
(b) The Chief executive or authorized officer of the Offeror Company or their authorized agent in India shall represent the firm at the negotiations.
10. Any offer, which does not satisfy the conditions or includes wrong information either in terms, documents or in the data sheet and schedules will be liable to be rejected.
11. The decision of the Corporation shall be final with respect to:-
  - (a) Acceptance or rejection of any or all the offers without assigning any reason.
  - (b) To select the Distillery/ Winery and brands out of those offered.
  - (c) Price fixation, terms of payment and all other terms with the offerors in respect of goods quoted/sold to the Corporation.
12. The quality of FMFL and FMW sold to the Corporation pursuant to the rate contract should conform to the standards prescribed by Bureau of Indian Standards or Food Safety and Standards Authority of India (FSSAI). It shall also conform to the specifications in the Kerala Abkari Act, Rules, other laws and government policy as revised and retained from time to time.

The Chemical Examination Certificate certifying that it is fit of human consumption and is free from noxious substances should be issued by the competent laboratory of the manufacturing country or from the Food and Safety Standards Authority of India or from any Government Laboratory in India and should be sent to the Corporation against dispatch of each batch of FMFL. Similarly Chemical Examination Certificate certifying that it is fit of human consumption and is free from noxious substances should also be submitted for FMW. Those goods which arrive without the specified chemical examination certificate shall not be released for sales and such goods will be disposed of by the Corporation as per provisions of the Abkari Act and Rules and the cost there of will be realized from the respective Seller in the manner prescribed. The Corporation also reserves the right to periodically subject the samples for chemical examination / for verification of standards in the government owned Laboratories in Kerala and the expenses incurred by the Corporation for such Chemical examination/verification will have to be borne by the Seller. Ensuring the quality of the products as per the standards and the quality specifications will be the absolute responsibility of the respective Seller.

13. (a) The entire goods of FMFL and FMW sold to the Corporation should get exhausted through sales within 90 days from the date of receipt of these goods in the depots of the Corporation. As otherwise, such goods will be liable for such actions and penalty as specified in the penalty clause.



- (b) The goods remaining unsold beyond 240 days will be liable for such actions and penalties as specified in the penalty clause.
  - (c) Subject to approval by Excise Authorities, the Corporation reserves the right to dispose all such goods, which are not sold out within 360 days from the date on which they were received in the depots of the Corporation, in the manner it deems fit including its destruction, sale on discount, auction etc. All expense on this account will be debited to the supplier. Further, such goods will be liable for such actions and penalty as specified in Penalty/Demurrage Clause.
14. (a) The Seller shall make all adequate arrangements for transport and free delivery of goods, in good condition at the designated warehouses (as in Annexure to B - (i)) within the validity period of the import/transport permit and any failure to do so will attract penalty and recovery of expenses, duties etc.. In case of any accident enroute the Seller shall immediately lodge a complaint before the Police Station having jurisdiction. Simultaneously, the Seller shall forthwith inform the Corporation about the accident by the quickest mode of communication. The Seller shall thereafter produce relevant documents in support of such accident in case where revalidation or any other legal formalities have to be complied with.
- (b) The goods shall normally be delivered during working hours of the Corporation's depots. There shall normally be no receipt of goods at the depots on Sundays and other holidays on which days the depots shall remain closed. The responsibility for the goods till their unloading and stacking inside the depot will be that of the Seller.
  - (c) To Improve the Track and Trace, there shall be a process of affixing the QR code embedded security label in the bottles at the customs bonded warehouse. The track and trace of the goods from customs bonded warehouse to KSBC warehouses and to retail units can be carried out by scanning the uniquely identifiable security label affixed on the bottles. The Manufacturers/Seller/dealer should be equipped with all the infrastructural facilities as per the specification mentioned by the Corporation, for affixing the QR code embedded security label in the bottles supplied to the Corporation. The QR Coded labels will be printed and provided to the Manufacturers/Seller by the Corporation. The cost of the security labels is to be borne by the Manufacturers/Seller/dealer themselves at a rate that may be fixed by the Corporation from time to time.
15. Once a brand is offered and accepted by the Corporation, the Seller/dealer shall not unilaterally discontinue its sale without reasonable cause and without giving advance notice to the Corporation of not less than ninety days intimating Seller's intention to discontinue. Failure to observe the above condition will result in

Corporation blacklisting the defaulting Seller and forfeiture of the Security Deposit and/or levy penalty as the Corporation may decide.

6. (a) This Rate Contract offer invitation is subject to the Abkari Policy of Government of Kerala for the year or for any period thereafter, with respect to all matters determined from time to time by the said Abkari Policy and covered under this Rate Contract.
  - (b) The currency of the contract and the terms and conditions spelt out herein shall always be subject to the Abkari Laws in Kerala, the Customs Act or any other Law in force and policies of the Union and State Governments from time to time.
17. (a) This invitation is only for registration of offer for entering into a rate contract. The Corporation will not be under any obligation to accept any offer, brand or rate. The offeror shall have no right vested in him to insist on the Corporation to purchase the goods manufactured by the offeror.
  - (b) The contract can be terminated at the option of the Corporation at any time without any notice period or the Seller by giving a notice for clear period of 90 days, which date shall be determined from the date on which the notice reaches Corporation through registered post/e-mail or equal mode of communication.
18. (a) If any amount debitable to the account of the Seller for any contingencies, inspection etc. payable under the contract agreement or expressly agreed to be debited in the course of business transactions with the Seller exceeds the balance maintained by the Corporation in the account of the Seller, the Seller will indemnify the Corporation accordingly and make payments, on demand.
  - (b) The value of transit and/or godown breakage (if any), along with duties and Gallonage Fee if any leviable thereon and duly recorded by the Corporation, shall be debited to the Seller.

**19. Offences and Penalties**

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

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

- (a) Where the goods sold to the Corporation do not get exhausted through sales within 90 days from the date of receipt of goods in the depots/FL01 Shops of the Corporation, the Corporation shall levy a penalty as may be determined by the Corporation from time to time, for the goods remaining unsold beyond 90 days from the date of their receipt in the depots /FL-01 shops of the Corporation and until they are finally disposed off. The penalty amount will be calculated brand wise on FIFO basis or such other basis as may be determined by the Corporation from time to time. The amount of penalty so levied will be deducted from the payment due/Security Deposit etc. of the Seller. The Corporation reserves the right to move these goods to other warehouse/Shops of the Corporation for effecting sale etc. and the expenses incurred thereon shall be debited to the account of the seller.
- (b) In order to dispose non-moving/more than 90 days old stock, suppliers may submit any incentive offer, scheme for their sale which will be considered on merit and subject to the excise rules & regulations and other statutory provisions.
- (c) Where goods continue to be held up, without being sold out for more than 240 days, in addition to the provisions of Clause (a) above, the Corporation reserves the right to debit all expenses and other statutory duties incurred to the account of respective seller and recover it from the payment due or Security Deposit etc.
- (d) Subject to approval by Excise Authorities, the Corporation reserves the right to dispose all such goods, which are not sold out within 360 days from the date on which they were received in the depots of the Corporation, in the manner it deems fit including its destruction, sale on discount, auction etc. All expense on this account will be debited to the supplier. Further, such goods will be liable for such actions and penalty as specified in Penalty/Demurrage Clause.
- (e) Penalty for revalidation / regularization / cancellation of permits and withholding of permit Application, penalty for Exiting a Brand etc, will also be recovered or debited to the Seller.
- (f) In case of failure of the Rate Contractor (Seller) to sell as much quantity of each brands/pack as and when required by the Corporation at the approved Rates and Conditions as required in Clause 7, the penalty to be levied shall be such as may be decided by the Corporation from time to time.

## 20. **Prejudicial Acts**

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

- (a) Offering illegal gratification including offering a bribe, reward or advantage etc. pecuniary or otherwise to any officer/employee of the Corporation.
  - (b) indulging in any malpractice such as forgery, falsification or fabrication of any documents, bills, vouchers, delivery challans, misuse of Transport / Import permit / permit applications, non adherence to the prescribed quality standards etc. or introduction of any liability in connection with the sale of FMFL and FMW which amounts to an offence punishable under Indian Penal Code or any other enactment.
  - (c) Furnishing any incorrect or misleading information, the Corporation, without prejudice to other legal rights, shall have the right to terminate the contract forthwith, blacklist the Seller, destroy/dispose goods purchased from them and remaining in stock of the Corporation, forfeit the Security Deposit and such other amount that may be lying with the Corporation besides initiating other appropriate action. All expenses / losses that may be incurred by the Corporation in this regard shall be recovered from the Seller.
  - (d) It shall be open to the Corporation to terminate the contract forthwith if the Seller violates any one of the provisions of the contract or any of the provisions of the Kerala Abkari Act or any other Law or the Rules made there under and in force or any decision of the Board of Directors of the Corporation. The Security Deposit and other amounts lying with the Corporation shall be forfeited and the Seller-company blacklisted. Appropriate legal action will also be initiated and the Seller will be held liable for damages and costs incurred by the Corporation.
21. The e-tender offers and sealed covers shall be opened by the Chairman and Managing Director or by other officer of the Corporation authorized in this behalf by the Chairman and Managing Director at 11.00 AM on 28.02.2023 at the Head Office of the Corporation.
22. The Corporation may at its sole discretion at any time modify/delete/add/amend any of the terms and conditions of the Rate contract as may be considered necessary or in public interest.

23. **Mediation/Arbitration**

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

24. **Assignment**

The contract is not assignable on either side.

I, .....  
Chief Executive / Power of Attorney Holder of the Distillery / Winery / Authorized  
Agent in India do hereby confirm that I accept all the above terms and conditions of the  
rate contract.

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

Place : Name :

Date : (Seal) Designation :

Address :

(Terms and Conditions of the Rate contract 1 to 24 to be signed with name on all pages by the Chief  
Executive of the Distillery / Winery or his Power of Attorney/Authorized Agent and to be scanned and  
uploaded on to the Portal.)

**Statement detailing the various elements involved in pricing of each of the brands and packs quoted should be furnished duly authenticated by Chief Executive / Power of Attorney Holder / Authorized Agent and Chartered Accountant**

Cost Sheet As on .....

Brand Name .....

Name and Address of the supplier.....

Components	FMFL/FMW							
	Cost per case							
	180ml	200ml	300ml	375ml	500ml	700ml	750ml	1000ml
Cost of Finished Goods (Excluding customs Duty)								
Customs Duty								
Clearing and Forwarding charges								
Warehousing charges								
Export pass fee								
Outward freight								
Packing and Stickers cost								
Administrative expenses								
Salary and other overheads								
Cash Discount								
Profit								
Selling cost to KSBC								

Sd/-

Name:

Address of Chief Executive

**DATA SHEET**

(To be typed in Letter Head)

1. Name, address, Telephone/Telex/Fax Nos. etc. of the manufacturing Distillery / Winery / Authorized Agent/Dealer.
2. Address for correspondence Telephone/E-Mail/Fax Nos. etc. of the manufacturing Distillery / Winery/ Authorized Agent/Dealer.
3. Name, Address and Telephone/E-Mail/Fax numbers etc. of the Chief Executive / Power of Attorney Holder / Authorized Agent.
4. Type of manufacturing Unit
  - a) Distillery
  - b) Winery
5. Ownership of the Unit, Company, Firm etc
6. Total production capacity of the manufacturing distillery / Winery in a Year.
  - i) In bulk litres
  - ii) In cases
7. a) No. of cases that can be produced in a day
  - i) FMFL
  - ii) FMWb) No. of cases that can be produced in a year
  - i) FMFL
  - ii) FMW
8. Whether supplying to other states
  - a) Yes
  - b) No
9. Which all States in India
10. Whether supplying to Canteen Stores Department, Armed Forces/Army purchase organization.
  - a) Yes
  - b) No

Specify details of FMFL and FMW brand and pack size sold in separate enclosure.

11. Whether the manufacturing Distillery / Winery possess a license.  
If yes, enclose photocopy of license and confirm. (License to be scanned and uploaded on to the Portal)
- a) No. and date of issue of the license.
  - b) Date of expiry of the license.
  - c) Whether the certified copy of the license is enclosed.
    - i) Yes
    - ii) No
12. (a) Income Tax Permanent Account Number details
- (b) TIN Number (Kerala Government)
  - (c) GST Number
13. (a) List of Brands for FMFL/FMW quoted for sale along with FOD (Free on Delivery) rate for the year 2021-22. To be entered in the excel proforma in the e-tender site <https://etenders.kerala.gov.in>
14. (b) Sellers information. To be submitted in the proforma attached in the letter head of the seller.
15. Details of authorized local Representatives. To be submitted in the following proforma in the Letter Head of the Seller.

Sl.No.	Name	Address	Telephone	Fax	Authorized to

16. Details of Name of Bank, Bank Address, Bank Account Number of the supplier & IFS Code of the bank branch.
17. Any other matter



18. (a) List of FMFL / FMW brands quoted for sale along with FOD rate for financial year 2023-24 effective from 01.04.2023

Sl. No.	Liquor type (Brandy, Whisky, Rum, Gin, Wine, Vodka)	Brand Name of Product 2021-22	Strength (ABV)	Unit/Pack (ml.)	Number of Bottles in one Case	Offered Rate per case for Destination / KSBC Warehouses (in Rs.)	Name of the country from which you propose to import the brand	Rate per case exclusive of Customs and all other Duties for Import as is applicable and payable while import to India but inclusive of all other expenses and operating margins shall not be less than Rs.6000/- per case for FMFL and Rs.3,000/- for FMW

- Note:**
1. The above rate per case for sale at destination should include Customs and all other duties as is applicable and paid while import, operating margin of the offeror, subsequent expenses like freight, insurance, export duty, GST, bottle deposit, packing, labeling, loading, unloading expenses, other expenses and levies etc. The rate shall however not include taxes and duties of the State Kerala.
  2. For seller of FMFL/FMW, fluctuation in the rate of Foreign exchange to Indian Rupees will be borne by the seller during the period under contract and as such the rate should be quoted in rupees only.
  3. Instructions to fill up the Form 18(a) Excel Template in the e-Tender Portal is shown as Annexure B(ii)

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

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

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

18. (b) Sellers information

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

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

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

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

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

**ANNEXURE to B - (i)**

**LOCATION OF KSBC FL-9 WAREHOUSES**

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

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

**ANNEXURE B - (ii)**

**Instructions to fill up the Form 18(a) Excel Template in the e-Tender Portal**

1. All columns (column 1 to column 9) have to be filled up and no column should be left blank.
2. Column No. 1 has to be filled up with Running Number.
3. Column No. 2 (Type of Liquor) should be selected from the dropdown list. (Items other than the ones mentioned in the dropdown list is not allowed).
4. Column No. 3 should not be left blank even if the brand name is repeated for other units/packs.
5. Column No. 4 (Strength) should be entered in 'ABV' unit.
6. Column No. 5 (Unit) should be entered in millilitre (ml.).
7. Supplier Name, GST Number and Income Tax PAN should be clearly entered in the space provided.

**INSTRUCTIONS TO THE FMFLAND FMW RATE CONTRACT OFFERERS**

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

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

1. Terms and Conditions of the Rate contract 1 to 24 to be **signed on all pages** by the Chief Executive of the Distillery / Winery or his Power of Attorney or Authorized Agent and **to be scanned and uploaded on to the Portal.**
2. Earnest Money Deposit Demand Draft for Rs.10,00,000/- for FMFL and for FMW, EMD of Rs.1,00,000/- drawn in favour of Kerala State Beverages (M&M) Corporation Limited payable at Thiruvananthapuram, Kerala, India towards initial Earnest Money Deposit. The amount can also transferred to KSBC A/C (**YES Bank, Account no.034988700000160, IFSC: YESB0000349**) mentioning EMD in the narration and copy of digital transfer receipt can be enclosed with Tender **Demand Draft/Digital receipt should be scanned and uploaded on to the Portal.**)
3. Demand Draft of Rs.11,800/- (non-refundable) drawn in favour of the Kerala State Beverages (Manufacturing and Marketing) Corporation Ltd., payable at Thiruvananthapuram, Kerala, India being cost of Terms and Condition governing the offer and other documents. (**Demand Draft should be scanned and uploaded on to the Portal and payment should not be made online.**)
4. Distillery / Winery license **to be scanned and uploaded on to the Portal. Copy of the original in colour**

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

List of Brands of FMFL / FMW quoted for sale along with FOD (Free on Delivery) rate for financial year 2021-22. To be filled up by the respective supplier in the Excel format given in the portal (Data sheet – Annexure B – Item 18 (a)).

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

1. All documents which have been scanned and uploaded on to the Kerala Government e-Tender Portal <https://etenders.kerala.gov.in>, by the offerer, that is Signed Terms and Conditions of the Rate contract, EMD DD/Digital receipt of Rs.10,00,000 / Rs.1,00,000, DD for Rs.11,800/- , Distillery / Winery license.
2. A Statement detailing the various elements involved in pricing of each of the brands and packs quoted should be furnished duly authenticated by Chief Executive / Power of Attorney Holder / Authorized Agent as Annexure A.
3. Data sheet giving information of the offerer.

**Note:**

1. The Tender condition should be signed with name in all pages by the Chief Executive / Power of Attorney Holder / Authorized Agent and should bear the seal.
2. Only offers submitted by the Chief Executive of the Company / manufacturing distillery / Winery or his power of Attorney Holder or Authorized Agent would be accepted.
3. Only manufacturers owning distillery / Winery abroad or their authorized agents in India or sub dealer appointed/ authorized by the authorized dealer in India will be accepted as a seller.
4. In case the offer is submitted by the power of Attorney Holder, Authorized Agent, copy of the original power of Attorney should be enclosed along with the offer.

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

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

11. The tendering system will give a successful offer updation message after uploading all the offer documents submitted & then an offer summary will be shown with the offer no, date & time of submission of the offer with all other relevant details. The documents submitted by the Offerors will be digitally signed using the e-token of the Offeror and then submitted.
12. The offer summary has to be printed and kept as an acknowledgment as a token of the submission of the offer. The offer summary will act as a proof of offer submission for the Rate Contract.
13. Offeror should log into the site well in advance for offer submission so that he submits the offer in time i.e on or before the offer submission end time. If there is any delay, due to other issues, Offeror only is responsible.
14. The Offeror should see that the offer documents submitted should be free from virus and if the documents could not be opened, due to virus, during tender opening, the offer is liable to be rejected.
15. The time settings fixed in the server side & displayed at the top of the tender site, will be valid for all actions of requesting, offer submission, offer opening etc., in the e-tender system. The Offerors should follow this time during offer submission.
16. All the data being entered by the Offerors would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered will not viewable by unauthorized persons during offer submission & not be viewable by any one until the time of offer opening. Overall, the submitted tender documents become readable only after the tender opening by the authorized individual.
17. The confidentiality of the offers is maintained since the secured Socket Layer 128 bit encryption technology is used. Data storage encryption of sensitive fields is done.
18. The Offerors are requested to submit the offers through online e-tendering system to the Offer Inviting Authority well before the offer submission end date & time (as per Server System Clock), so as to avoid any delay or problem during the submission process.
19. The Offeror should logout of the tendering system using the normal logout option available at the top right hand corner and not by selecting the (X) option in the browser.

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