

**"Terms & Conditions" for entering into rate contract for supply of
FMFL/IMFL and Beer to CSMCL Raipur by FL10A and FL10B licensees for
the year 2021-22**

1. The offers should be sent in sealed covers with superscript " Rate Offer for FMFL/IMFL/BEER/2021-22" and addressed to the Managing Director, Chhattisgarh State Marketing Corporation Ltd., Aabkari Bhavan, Labhandi, Chhokra Nala, Raipur 492012 so as to reach on or before **01:00 PM on 19/02/2021**
2. (a) Offer shall be accompanied by a bank draft for an amount of Rs. 59,000/- (50,000 + 18% GST) as registration fees drawn in favour of The Managing Director, Chhattisgarh State Marketing Corporation Ltd. payable at Raipur. It shall be applicable for any new FL10 A/B license only. Those already registered need not to pay.
(b) Offers which do not satisfy the conditions laid down in this document are liable to be rejected and security amount will be refunded
- i (a) The offers may be submitted only by the FL10(A) and FL10(B) license holders of the Department of Excise, Chhattisgarh .
(b) The offers shall be made in the enclosed application format .
(Annexure.- 'A').
(c) The licensee shall also submit the duly signed Terms and Conditions of Rate offer.
(d) All the above will form part of Agreement of the offer.
(e) **Annexure 'D'** should also be submitted in USB Flash drive in a **Sealed Cover**
4. (a) The rate offer of Only those labels of IMFL/FMFL and BEER which has been registered with the Excise Commissioner Chhattisgarh could be quoted . The rate of the labels once quoted and approved by the corporation will not be permitted to be altered throughout the financial year 2021-22.
(b) The following information is to be Bar-coded on the labels affixed to the bottles of liquor supplied to the corporation.
 - (i) Name of Country.
 - (ii) Name of the Company.
 - (iii) Name of the Brand/Label.
 - (iv) Size of the Package.
 - (v) Check Digit.
 - (vi) Retail Selling Price.

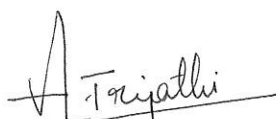
The above information will be over and above the requirements stipulated in the State Excise label, which may be affixed on the bottles separately.

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- (d) The FL10A and FL10B licensee shall quote the rates for such label(s) which are registered with the Excise Commissioner, Chhattisgarh.
- (e) The FL10A and FL10B licensee shall quote the Landing price for their products.
- (f) The rate of any new approved labels during the year shall be approved by the Corporation only on quarterly basis.
- (g) **(To be deleted)**
- (h) The licensee shall submit the consent letter from all the concerned companies on their letter heads.
- (i) **Landing Rate Analysis:**
- The Landing price could be quoted by the FL10(A)/FL10(B) licensee for only those label. which are approved by Excise Commissioner of Chhattisgarh.
 - A Maximum variation of 10% will be allowed in landing price quoted for the last year i.e. 2020-21. However no increase in rates for the products, Blended and Bottled outside India as well as Blended outside India but Bottled in India, shall be allowed with respect to last year.
 - The cost analysis of offered rates should be submitted along with the rate offer. The cost analysis should be approved by the Chartered Accountant / Cost Accountant on their letter head.
 - The rate quoted shall be the same irrespective of the supply unit. No variation in rate shall be allowed on change of source.
 - The decision of Managing Director will be final and binding on the FL10(A)/FL10(B) licensee concerned.
- (j) The landing price quoted should be FOR CSBC Godowns inclusive of all expenses. The FL10A/ FL10B licensee has to incur all the expenditure till the stock is delivered at the CSBC depot.
- (k) In case the duty rates are increased or decreased by the Govt. new landing prices would be calculated on the basis of new duty/fees, which shall be acceptable to the FL10A/ FL10B licensee. (No variation of landing price shall be allowed)



- Demurrage charge shall not be leviable on the products Blended and Bottled outside India as well as Blended outside India but Bottled in India.
 - At the end of the agreement period the entire demurrage charge levied/leviable shall be recovered from the bills/guarantee of the licensee.
 - Beer could be supplied from the CSBC godowns to shops up to 30 days prior to expiry date. Stock remaining after expiry at CSBC godowns shall be destroyed, as per the process determined by Chhattisgarh State Beverages Corporation Limited, (CSBC).
 - The demurrage charge levied shall on spirit and malt be chargeable to FL 10(A)/ FL10(B) licensee. For Spirit 25% of the applicable demurrage charge will be born by the placement agency and rest 75% by FL 10(A)/FL10(B).
16. The currency of the contract and the terms & conditions spelt out there in shall be subject to the Chhattisgarh Excise Laws/Custom Act (in case of FMFL) and any law in force and policies of the Union and State Govt. from time to time. Application of any new law/ taxes by government shall be born by the FL 10(A)/ FL 10(B)
17. **(To be deleted).**
18. The difference in CVD for the closing balance stock at 31ST March, shall be payable by the FL 10(A)/ FL 10(B) licensees to the government account.
19. In case of indented stock not being fit for issue to the shops and the loss of duty condition arises, then the loss of duty shall be charged from the FL 10(A)/ FL 10(B) licensee whose label is found unfit.
20. Termination of the Contract shall be governed in accordance with condition stipulated in the Agreement of Sale enclosed in **Annexure-“C”** of the document.
21. The sealed offers shall be opened by the Managing Director or by other officer of the corporation authorized by the Managing Director at **on 02:00 PM. 19/02/2021** at the head office of the corporation.



AGREEMENT FOR SALE OF FOREIGN LIQUOR

This Agreement for Sale of Foreign Liquor (herein after referred to as "the Agreement") made and entered into this ----- day of 20-----.

BETWEEN

The **CHHATTISGARH STATE MARKETING CORPORATION LIMITED**, now hereby referred as "CSMCL" a company registered under the Companies Act, 2013 and having its registered office at Aabkari Bhavan, Labhandi, Chokra Nala Raipur, Chhattisgarh (herein after referred to as "the Purchaser") which expression shall, unless it is repugnant to the context or meaning thereof, be deemed to mean and include its successors and assigns, of the First Part,

AND

_____ having its office at _____ (herein after referred to as "the Seller") which expression shall, unless it is repugnant to the context or meaning thereof, be deemed to mean and include its successors and assigns, of Second Part.

The Purchaser and the Seller are hereinafter jointly referred to as "the Parties" and individually as "the Party".

WHEREAS

- A. The Purchaser is a state government company incorporated with a view to control and operate the trade of liquor so as to make available foreign liquor of good quality at fair prices within the State.
- B. And that in view of the decision of the Government of Chhattisgarh and pursuant to the objects in its Memorandum of Association, the Purchaser is engaged in procuring Foreign Liquor for sale within the State of Chhattisgarh.

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MALT (Beer)
COMPANY NAME & COMPANY ADDRESS (SUB Lessee)
DATE :-
CHEMICAL ANALYSIS REPORT

Brand Name Sample/ Size
Batch No. Date

LAB Analysis Report:

| S.No. | Characterisitics | Results observed in sample |
|-------|-------------------------------|----------------------------|
| 1 | Brand Name | |
| 2 | Base of Beer | |
| 3 | Batch No | |
| 4 | Date of sample Drawn | |
| 5 | Analysis Date | |
| 6 | Alcohol Strength % (V/v) | |
| 7 | ph | |
| 8 | percentage of CO ₂ | |

The Above Beer is fit for Human consumption

Officer in charge

chiefchemist/chemist

4. **TERMS OF PAYMENT:** The terms formaking payment for the foreign liquor purchased in terms of the Agreement shall be as follows;
- 4.1 The corporation shall pay the FL10A/ FL10B licensee only for the stock lifted for retail shops. Payments will be calculated on the stock sold in every 10 days and shall be paid within next subsequent 10 days. Stock stored in warehouse of CSBC shall not be eligible for any payment. After 1st payment of the FL10A licensee is made all subsequent bills shall include a payment certificate of Chartered Accounted of the FL 10 (A/B) licensees.
- 4.2 If any dispute between FL10 A licensee and manufacturer /supplier comes to the notice of CSMCL. M.D. CSMCL reserves the right to suspend all transactions with that labels.
5. **OTHER CONDITIONS FOR PURCHASE:** The following conditions shall also constitute the obligations of the Seller;
- 5.1 The FL10A/ FL10B licensee shall raise the invoices for the Stock strictly as per the description of the Stock lifted and the invoices shall only bear the consolidated rate mentioned in the Purchase Order without any breakup.



RATE OFFER OF LIQUOR LABELS

FOR (Freight on Receipt) rates for Brand/labels to be supplied to CSMCL

NAME OF THE COMPANY (FL10 (a/b): XYZ

NAME OF THE BOTTLING PLANT:

LANDING PRICES TO CSMCL FOR 2021-22

| Brand Name | Label Name | Category *(FMFL/FMFL/MALT) | Glass | Pack Size | No. of bottles | QTY in PL/BL in one case | Whether the product was approved by CSMCL in the previous year 20-21. (Yes/No.) | Whether the label has been registered with Excise Commissioner, Chhattisgarh Yes/No. If so furnish Regn. No. | Whether the product was approved by any other FL10A in the previous financial year 2020-2021 & if so specify the name of the FL10A and attached NOC from that FL10A | Landing price year 2021-22 (without Excise Duty/ Countervailing Duty (CVD)) | Amt of Excise Duty/ CVD ** | Total Landing Price | CSBC Godown Rental | Final Purchase Price of CSMCL year 2021-22 |
|------------|------------|----------------------------|-------|-----------|----------------|--------------------------|---|--|---|--|----------------------------|---------------------|--------------------|--|
|------------|------------|----------------------------|-------|-----------|----------------|--------------------------|---|--|---|--|----------------------------|---------------------|--------------------|--|

* Category (FMFL :- Blended and Bottled outside India / Blended outside India but Bottled in India)

** Excise Duty/ Countervailing Duty (CVD) as applicable.

(Where there is the change in the FL10A/ FL10B licensee of any brand/label already registered with the Corporation, the present FL10A/ FL10B licensee shall enclose "No Objection Certificate" from the former FL10A/ FL10B licensee.)

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

Signature of Chief Executive

Place :

Name :

Date :

Seal

Designation :

Address :

Note:- The above information is to be provided in USB drive, in sealed envelope with the rate offer.

