



KERALA STATE BEVERAGES (M&M) CORPORATION LIMITED

(A GOVERNMENT OF KERALA UNDERTAKING)

Website: www.ksbc.kerala.gov.in, E-mail: ksbcbevco@yahoo.in

Notification No.AE4/080/KSBC/MD/Liq/2011-2012

NOTICE INVITING OFFERS FOR REGISTRATION FOR SALE OF FMFL, IMFL AND 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 (Brandy, Whisky, Rum, Gin, Wine, Vodka etc.) and Beer in the State of Kerala and holds FL-9 License exclusively under the Abkari laws in the state.
2. Sealed offers are invited from “Manufacturers owning a Distillery/ Brewery/Blending Unit/ Winery” for registration and for entering into rate contract with the Corporation for sale of FMFL, IMFL and Beer to the Corporation for a period from 1st April 2011 to 31st March 2012 or until further notice. Separate offer documents and prescribed EMD is to be submitted for IMFL, Wine, Beer and FMFL. The offers will be received between 15th January 2011 and 14th February 2011. The last date for receipt of offers in the Head Office of the Corporation at Sree Sasthakripa Office Complex, Sasthamangalam, Thiruvananthapuram - 695 010 is 4 P.M on 14th February 2011 and the offers will be opened at 5 P.M on the same day.
3. Copy of the Terms and Conditions governing the offers and other documents can be obtained from the Corporation’s Head Office at Sasthakripa Office Complex, Sasthamangalam, Thiruvananthapuram - 695010 from 15.01.2011 on payment of Rs.5,200/- (Non-refundable) by cash or by demand draft drawn in favour of the Kerala State Beverages (M&M) Corporation Ltd., payable at Thiruvananthapuram and can also be downloaded from the Website www.ksbc.kerala.gov.in
4. The offers shall be subject to the guidelines issued by the Board of Directors and Government of Kerala from time to time.
5. This invitation is only for registration of offer for entering into a rate contract. The Corporation shall not be under any obligation to accept any offer, brand or rate. The offeror shall have no right vested in him to insist on the Corporation to purchase the goods manufactured by him.

Sd/-

Thiruvananthapuram
Date: 31st December 2010

**N.SHANKER REDDY IPS
MANAGING DIRECTOR**



KERALA STATE BEVERAGES (MANUFACTURING AND MARKETING) CORPORATION LIMITED

(A GOVERNMENT OF KERALA UNDERTAKING)

P.B No. 2263, Sree Sasthakripa Office Complex, Sasthamangalam.P.O.

Thiruvananthapuram – 695 010, Phone: 0471 - 2724970, FAX: 0471 – 2727604

GRAM: BEVERAGES, Website: www.ksbc.kerala.gov.in, E-mail: ksbcbevco@yahoo.in

Notification No.AE4/080/KSBC/MD/Liq/2011-2012

31st December 2010

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

1. (a) Offers are invited exclusively from Manufacturers of IMFL (Brandy, Whisky, Rum, Gin, Wine, Vodka etc.) & Beer owning a Distillery/Brewery/Blending Unit/Winery. In case of manufacturers of IMFL (except Wine) and Beer from outside Kerala, they should have had minimum sale of 10,000 cases outside Kerala during the financial year 2010-2011 (up to the date of submission of offer) except new manufacturers who have started business after 31st March, 2010. A certificate to this effect (in Annexure 'A1' enclosed) should be submitted along with the offer duly attested by the distillery / blending unit / brewery excise in-charge.
- (b) Offers for FMFL are invited exclusively from manufacturers owning a Distillery/ Brewery/ Blending unit/ Winery situated outside India. Such offers on behalf of the foreign manufacturers may be submitted through a duly authorized agent in India who should preferably be a Limited Company.
- (c) The Corporation will have the right to inspect and satisfy the functioning of the Distillery / Brewery / Blending Unit / Winery of the manufacturer who has entered into the rate contract for sale of liquor to the Corporation and for such inspection the Chief Executive or the authorized person of the Distillery / Brewery / Blending Unit / Winery shall extend all assistance. Instructions given after inspection in respect of functioning of the Distillery / Brewery / Blending Unit / Winery and maintenance of quality and other standards should be strictly complied with by the Unit.

- (d) The offerors shall provide all information and data relating to their distillery / Blending Unit / Brewery / Winery 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.
2. (a) In case of Offeror who has downloaded the Terms and Conditions governing the offers and other documents from the website of the Corporation should also enclose a Demand Draft of Rs.5,200/- (non-refundable) payable at Thiruvananthapuram.
- (b) The offers should be sent in sealed cover super scribed “Offer for FMFL/IMFL/BEER/AE4/080/KSBC/MD/Liq/2011-2012”, and addressed to the Managing Director, Kerala State Beverages (Manufacturing and Marketing) Corporation Ltd., Sasthamangalam, Thiruvananthapuram - 695 010, so as to reach on or before 4 P.M on 14th February 2011. Offers received beyond the deadline will not be eligible for consideration under any circumstance.
3. (a) Offers shall be for entering into rate contract for sale of FMFL/IMFL/BEER to the Corporation. Separate offer documents and specified EMD should be submitted for sale of IMFL, Wine, Beer and FMFL. The offer for IMFL (other than Wine), Beer and 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 Wine shall be accompanied by a Bank Draft of Rs.50,000/- (Rupees fifty thousand only) drawn in favour of Kerala State Beverages (M&M) Corporation Limited. EMD of the successful offeror shall be converted into Security Deposit. For a sale quantity of IMFL (other than Wine), Beer, FMFL up to 15,000 cases, Security Deposit shall be Rs.10 lakhs and shall progressively increase by Rs.1 lakh for every additional sale of 15,000 cases. This is up to a sale quantity of 1.5 lakh cases in total. For sale quantity beyond 1.5 lakh cases, Rs.2 lakhs will be realized for every additional sale of 25,000 cases. The maximum Security Deposit will be Rs.75 lakhs. For sale of Wine above 550 cases and upto 1,100 cases, Security Deposit will be Rs.1 lakh and shall progressively increase by Rs.25,000 for every additional sale of 550 cases of Wine. The maximum Security Deposit for Wine will be Rs.3 lakhs. The Security Deposit bears no interest.
- (b) Offers received without the prescribed EMD will be rejected.
- (c) Offers, which do not satisfy the conditions laid down in this document, are liable to be rejected and the EMD if any made will be refunded.
4. The offers shall be made in the enclosed Annexure – B “Data-Sheet”.

5. (a) Only those brands of IMFL, FMFL and Beer, which have been registered with the Kerala Excise Department, will be purchased by the Corporation. The name of the brand once quoted and approved by the Corporation will not be permitted to be altered. The same approved name of the brand should be registered with the Kerala Excise Department. Brands quoted by an offeror shall not be a registered brand of another offeror and shall not be in violation of any law that may be in force from time to time. If any such violation is noticed, the Corporation may take such action as it may deem fit including recovery of direct or indirect expenses and damages that may be suffered by the Corporation and forfeiture of Security Deposit.
- (b) The following information is to be bar-coded on the labels affixed to the bottles of liquor sold to the Corporation.
- i) Name of the Country.
 - ii) Name of the Offeror.
 - iii) Name of the brand.
 - iv) Size of the package.
 - v) Check digit.

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

- (c) MRP should be printed on the labels of IMFL, FMFL and Beer bottles sold to the Corporation. The MRP will be fixed in consonance with the taxation policy of the Government of Kerala and the decision of the Board of Directors of the Corporation in this respect. The MRP shall be rounded off to the next higher multiple of fives and tens.
- (d) The labels printed 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 forthcome from the quoted Distillery / Blending Unit / Brewery / Winery only. The sales made (with particular reference to cartons, bottles and caps) should be tamper proof and in permissible standards prescribed. The seller will be responsible for its compliance and is to periodically confirm the effectiveness of the arrangements made in this respect. Sale from any unit other than the quoted Distillery / Blending Unit / Brewery / Winery will be allowed only with the prior written permission of the Corporation.
- (f) The rate quoted for each brand of FMFL/IMFL/Beer shall be per case for sale at destination and the above rate includes freight, insurance, export duty, CST, Bottle deposit, packing, labeling, handling, loading, unloading

expenses, other expenses and levies etc. (in the case of FMFL, the above rate should also include Customs and all other duties as is applicable and paid while import), but does not include Kerala Import Duty, Kerala Excise duty and Kerala Sales Tax.

- (g) The minimum rate quoted as above will be Rs.235/- per case for IMFL. The IMFL brands quoted for less than Rs.235/- will be rejected.
- (h) The number of brands quoted shall not exceed a maximum of twelve brands.
 - (i) For FMFL and IMFL the maximum permitted pack size shall be eight viz., 180 ml, 275 ml, 375 ml, 500 ml, 750 ml, 1000 ml, 1500 ml and 2250 ml only.
 - (ii) For Beer the maximum permitted pack size shall be two viz., 330 ml and 650 ml.
- (i) A cost sheet in the prescribed format (enclosed as Annexure - A2) relating to each quoted brand of IMFL and Beer should be enclosed along with the Offer. The same should be signed by the Chief Executive of the Distillery / Blending Unit / Brewery / Winery and authenticated by a Chartered Accountant/Cost Accountant in practice. For FMFL a statement detailing the various elements involved in pricing may be independently furnished and duly authenticated by the agent in India.
- (j) 'Sale' for purpose of payment will be the point of 'taxable sale' by the Corporation under the KGST Act 1963.
- (k) 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:
 - 1) IN RESPECT OF GOODS SOLD BY KSBC FROM ITS FL-9 SHOPS (Warehouses):-

Payment in respect of goods sold by the Corporation from its FL-9 Shops (Warehouses) will be after a period of 45 days from the date of delivery at the Warehouse or after the goods are sold out whichever is later, OR 100 % of the value on actual sale of goods from its FL-9 Shops (Warehouses) in a fortnight after deducting 2% cash discount.
 - 2) IN RESPECT OF GOODS SOLD BY KSBC FROM ITS FL-1 SHOPS (Retail Outlets):-
 - i) 100 % of the value of all regular brands (Regular Brands means, brands and their percentage / quantity included in the Shop Transfer List of FL-1 shops prepared as prescribed by the Board of Directors from time to time) sold in a fortnight from KSBC FL-1 shops after deducting cash discount ranging between 4.25% to 7.75%. (Cash Discount for products up to

Rs.235 is 4.25%; for products above Rs.235 but below Rs.250 is 4.85%; for products above Rs.250 but below Rs.300 is 5.45%; for products above Rs.300 but below Rs.400 is 6.50% and for products above Rs.400 is 7.75%).

- ii) 100 % of the value of all special brands (Special Brands means, any extra / additional quantity transferred from the brands listed in the Shop Transfer List or any other brands) sold in a fortnight from KSBC FL-1 shops after deducting cash discount ranging between 6.75% to 21.75%. (Cash Discount rate for Beer products under Special Brand Category with landed cost below Rs.400 per case is 6.75% and Cash Discount for Beer products with landed cost above Rs.400 per case is 9.75%; Cash Discount for IMFL products up to Rs.235 is 9.05%; for products above Rs.235 but below Rs.250 is 9.30%; for products above Rs.250 but below Rs.300 is 9.80%; for products above Rs.300 but below Rs.400 is 13.55% and for products above Rs.400 is 21.75%).

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

- 3) Or any other condition the Board of Directors may decide from time to time.
 - (l) All amounts due to the Corporation will be deducted from the payments due to such seller, EMD and Security Deposit etc.
- 6. The documents, viz., the completed data sheet (Annexure A, A1, A2 and B as is applicable for FMFL/IMFL and Beer), and the copy of the terms and conditions governing the offer (on each page) shall be signed by the Chief Executive of the Distillery/ Brewery/Blending unit/Winery or by the Power of Attorney Holder as proof of acceptance of the terms and conditions and shall bear the seal of the distillery/brewery/blending unit/Winery. The name, designation and address of the signatory should be clearly mentioned against each such signature.
- 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 depend upon the demand for the product.

- b) The Corporation reserves the right to place additional purchase orders with the sellers who offer trade discounts on purchases of FMFL/IMFL/Beer brands.
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 of the Offerror Company shall represent the firm at the negotiations.
10. Any offer, which does not satisfy the conditions or include wrong information either in terms, documents or in the data sheet and schedules shall be liable to be rejected.
11. The decision of the Board of Directors of the Corporation shall be final with respect to:-
- (a) Acceptance or rejection of any or all the offers without assigning any reason.
 - (b) To select the Distillery/Brewery/Blending unit/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.
 - (d) Further, notwithstanding anything contained in the terms and conditions to the contrary, the Board of Directors of the Corporation shall be at liberty to relax, alter, amend, insert, omit any or all of the terms and conditions of the offer documents etc. to any Kerala Government owned Distillery / Blending Unit / Bottling Unit / Brewery / Winery in public interest and/or following guidelines issued by the state Government and in such cases the offerors and/or Rate Contractors/sellers, as the case may be, will not be entitled to impede such action by the Corporation in any manner whatsoever citing any reason whatsoever.
12. The quality of FMFL, IMFL and BEER sold should conform to the standards indicated in the annexure 'A' (enclosed). It shall also conform to the specifications in the Kerala Abkari Act, Rules, other laws and government policy as revised and retained from time to time.

The Chemical Examination Certificate and a certificate showing that ENA has been used in production in case of IMFL (except scotch whiskies / Wine) should be sent to the Corporation against dispatch of each batch of FMFL/IMFL. For IMFL such Chemical Examination Certificates should be duly authenticated by the Chief Chemical Examiner/Authority recognized by the State and ENA certificate by the Chief Executive of the Distillery / Blending Unit authenticated by Excise Authority. Chemical Examination Certificates of Beer should be authenticated by the Chemist/Brew Master of the brewery and duly authenticated

by Excise authority of the brewery. Those goods which arrive without the specified chemical examination certificate shall not be released for sales and such goods will be disposed of by the Corporation as per provisions of the Abkari Act and Rules and the cost there of will be realized from the respective Seller in the manner prescribed. The Corporation also reserves the right to periodically subject the samples for chemical examination/verification of standards and the expenses incurred by the Corporation for such Chemical examination/verification will have to be borne by the Seller. Ensuring the quality of the products as per the standards and the quality specifications will be the absolute responsibility of the respective Seller.

13. (a) The entire goods of FMFL, IMFL and BEER sold to the Corporation should get exhausted through sales within 90 days from the date of receipt of these goods in the depots of the Corporation. As otherwise, such goods will be liable for such actions and penalty as specified in the penalty clause.
 - (b) The goods remaining unsold beyond 240 days will be liable for such actions and penalties as specified in the penalty clause.
 - (c) Subject to approval by Excise Authorities, the Corporation reserves the right to destroy all such goods, which are not sold out within 360 days from the date on which they were received in the depots of the Corporation. Further, such goods will be liable for such actions and penalty as specified in Penalty Clause.
14. (a) The Seller shall make all adequate arrangements for transport and free delivery of goods, in good condition at the designated depots (as in Annexure to B - (i)) within the validity period of the import/transport permit and any failure to do so will attract penalty and recovery of expenses, duties etc.. In case of any accident enroute the Seller shall immediately lodge a complaint before the Police Station 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.
15. Once a brand is offered and accepted by the Corporation, the Seller shall not unilaterally discontinue its sale without reasonable cause and without giving advance notice to the Corporation of not less than sixty days intimating Seller's

intention to discontinue. Failure to observe the above condition will result in the Corporation blacklisting the defaulting Seller and forfeiture of the Security Deposit and/or levy penalty as the Corporation may decide.

16. The currency of the contract and the terms and conditions spelt out herein shall always be subject to the Abkari Laws / Customs Act (in case of FMFL) / 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 brand or rate. The offeror shall have no right vested in him to insist on the Corporation to purchase the goods manufactured by him.

(b) The contract shall be terminated at the option of either the Corporation or the Seller by giving a notice for clear period of thirty days, which date shall be determined from the date on which the notice reaches the other party through registered post.
18. (a) If any amount debitible 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, decisions of the Board of Directors and for violation of quality conditions of goods sold, and also for committing omissions, irregularities and similar conducts etc.

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

- (a) Where the goods sold to the corporation do not get exhausted through sales within 90 days from the date of receipt of goods in the depots of the Corporation, the Corporation shall levy a penalty of Rs.5/- per case, per month, for the goods remaining unsold beyond 90 days from the date of their receipt in the depots (FL-9 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 will reserve the right to move these goods to another warehouse for effecting sale etc. and the expenses incurred thereon shall be debited to the account of the seller.

- (b) 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.
- (c) Subject to approval by Excise Authorities, in addition to the provisions of Clause (a) above, the Corporation reserves the right to destroy all such stocks which are lying unsold for more than 360 days from the date on which they were received in the depots of the Corporation and debit cost, duties, expenses incurred on such destroyed stocks to the account of the respective supplier and recover the same from the payments due or Security Deposit etc.
- (d) 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.

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 chalangos, misuse of Transport / Import permit / permit applications etc. or introduction of any liability in connection with the sale of FMFL, IMFL and BEER which amounts to an offence punishable under Indian Penal Code or any other enactment and
- (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 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 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 sealed offers shall be opened by the Managing Director or by other officer of the Corporation authorized in this behalf by the Managing Director at 5 p.m. on 14th February, 2011 at the Head Office of the Corporation.

22. 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 referred to arbitration only and not to any Court of Law. A Senior Officer of the rank of Secretary to Government or above will act as Arbitrator whose decision shall be final and the arbitration proceedings shall be at the city of Thiruvananthapuram.

23. Assignment

The contract is not assignable on either side.

I,
Chief Executive / Power of Attorney Holder of the Distillery / Brewery / Blending Unit / Winery / Authorized Agent in India (in case of FMFL) 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 :

**KERALA STATE BEVERAGES (MANUFACTURING AND MARKETING)
CORPORATION LIMITED
QUALITY SPECIFICATION FOR FMFL, IMFL AND BEER**

(a) IMFL and FMFL

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

Requirements of Beer**(b) BEER**

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

NB: Changes made from time to time and judicial rulings will be complied with.

(In the letter head of the company)

- A. Certified that wesold/exported a quantity of 10,000 cases of liquor outside the State of Kerala during the financial year 2010-2011 details of which are given below:

Sl.No.	Permit No.	Brand	State to which supplied (Destination)	Quantity
1	2	3	4	5
1				
2				
etc.				
Total				
Total number of cases of the brands quoted for supplies in Kerala as per this quotation and was sold outside the state (A)				=
Total number of cases of the brands not quoted for supplies in Kerala as per this quotation and was sold outside the state (B)				=
Total number of cases sold outside the state (A + B)				=

For

Name of Distillery / Blending Unit / Brewery

Authorized Signatory
/ Chief Executive

Sd/-
Distillery / Blending Unit / Brewery **Excise I/C**

- B. Certified that we have started business after 31st March 2010 and we have sold / exported a quantity of cases of liquor upto

For

Name of Distillery / Blending Unit / Brewery

Authorized Signatory
/ Chief Executive

Sd/-
Distillery / Blending Unit / Brewery **Excise I/C**

DATA SHEET

(To be typed in Letter Head/in duplicate)

1. Name, address, Telephone/Telex/Fax Nos. etc. of the manufacturing Distillery /Brewery/Blending Unit/Winery.
2. Address for correspondence Telephone/E-Mail/Fax Nos. etc. of the manufacturing Distillery / Brewery / Blending Unit/Winery.
3. Name, Address and Telephone/E-Mail/Fax numbers etc. of the Chief Executive of the Distillery / Brewery / Blending Unit/Winery.
 - (a) Name, Address and Telephone/E-Mail/Fax numbers of the Managing Director/Chief Executive of the Company/firm owners of the unit.
4. Name, Address, and Telephone/Telex/Fax numbers of the Executive of the company authorized to interact with the Corporation.
 - (a) Name, Address and Telephone/Fax numbers of the Board of Directors /Partners /Trustees of the company /Firm/society.

All the above information to be furnished in respect of controller in India also in case of FMFL.

5. Type of manufacturing Unit
 - a) Distillery
 - b) Brewery
 - c) Blending Unit
 - d) Winery
 - e) Others
6. Ownership of the Unit
 - a) Proprietor
 - b) Partnership
 - c) Public Ltd.
 - d) Private Ltd.
 - e) Co-operative Society
 - f) Others
7. Total production capacity of the manufacturing distillery /Brewery/ Blending Unit/ Winery in a Year.
 - i) In bulk litres
 - ii) In cases
8. a) No. of cases that can be produced in a day
 - i) IMFL
 - ii) BEER

b) No. of cases that can be produced in a year

iii) IMFL

iv) BEER

c) Specify details brand and pack size in separate enclosure.

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

a) Yes

b) No

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

10. Whether supplying to Mahe

a) Yes

b) No

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

11. Whether supplying to Canteen stores department, Armed Forces/Army purchase organization.

a) Yes

b) No

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

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

a) IMFL

b) BEER

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

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

13. Details of tie-up with other units:

a) Name of Unit/Units b) Location

c) Whether the tie-up Unit is already a supplier to KSBC

i) Yes

ii) No

Enclose copy of tie-up agreement.

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

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

If yes, enclose photocopy of licence and confirm.

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

15. Whether the manufacturing Distillery / Brewery / Blending Unit/ Winery possess the licence issued by the State Government./ In case of FMFL, licence issued by the country & state where the unit is located.

If yes, enclose photocopy of licence and confirm.

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

16. Income Tax Permanent Account Number details :

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

- 18 (a) List of Brands for IMFL / Wine / Beer quoted for sale along with FOD (Free on Delivery) rate for financial year 2011-2012. To be submitted in the proforma attached in the letter head of the seller.

- 18 (b) List of FMFL brands quoted for sale along with FOD (Free on Delivery) rate for financial year 2011-2012. To be submitted in the proforma attached in the letter head of the seller.

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

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

Sl.No.	Name	Address	Telephone	Fax	Authorized to

20. Any Other matter

18. (a) List of Brands of IMFL / Wine / Beer quoted for sale along with FOD rate for year 2011-2012

Sl.No.	Liquor type (Brandy, Whisky, Rum, Gin, Wine, Vodka, Beer)	Brand Name of Product for 2011-2012	Strength UP	Unit ML	Number of Bottles in one Case	Rate per case for Destination (in Rs.)	Whether the product was approved by the Corporation in the previous year 2010-11	If so product code listed in the KSBC pricelist 2010-11	If so the last approved rate per case for Destination	Brand Name used in previous year	Whether the product has been registered with the Commissioner of Excise Kerala, If so furnish Reg.no	Name of the state from which you propose to sell the brand
							Yes/No					

- Note 1. The above rate per case for sale at destination includes freight, insurance, export duty, CST, Bottle deposit, packing, labeling, handling, loading, unloading expenses, other expenses and levies etc., but does not include Kerala Import Duty, Kerala Excise duty and Kerala Sales Tax.
2. Copy of the above 18 (a) details should also be submitted in a Compact Disc in Microsoft Excel format apart from the hard copy in the letter head of the company. If there are any discrepancies in the rates mentioned in hard copy and in the Compact Discs submitted, the details mentioned in the hard copy will prevail.
18. (aa) Please indicate whether any brand indicated in 18 (a) above, was approved under any other company in the previous year 2010-11 and if so specify.

Sl.No.	Name of Brand	Name of the company under which the brand was approved in previous year 2010-11

NB: Enclose No objection Certificate of the company from where the brands above were approved in previous financial year 2010-11. Also enclose a Certificate (from the quoted supplier of the brand in financial year 2011-2012) to undertake the liabilities, if any, of the brand.

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

Signature of Chief Executive

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

18. (b) List of FMFL brands quoted for sale along with FOD rate for financial year 2011-2012

Sl.No.	Liquor type (Brandy, Whisky, Rum, Gin, Wine, Vodka, Beer)	Brand Name of Product 2011- 2012	Strength UP	Unit ML	Number of Bottles in one Case	Rate per case for Destination (in Rs.)	Whether the product was approved by the Corporation in the previous year 2010-11	If so product code listed in the KSBC pricelist 2010-11	If so the last approved rate per case for Destination	Brand Name used in previous year	Whether the product has been registered with the Commissioner of Excise Kerala, If so furnish Reg.no	Name of the country from which you propose to import the brand
							Yes/No					

- 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, subsequent expenses like freight, insurance, export duty, CST, 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, 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. Copy of the above details 18 (b) should also be submitted in a Compact Disc in Microsoft Excel format apart from the hard copy in the letter head of the company. If there are any discrepancies in the rates mentioned in hard copy and in the Compact Discs submitted, the details mentioned in the hard copy will prevail.

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

Signature of Chief Executive

Place :

Date :

(Seal)

Name :

Designation :

Address :

18. (c) Sellers information

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

Note: 1. Copy of the above details 18 (c) should also be submitted in a Compact Disc in Microsoft Excel format apart from the hard copy in the letter head of the company. If there are any discrepancies in the details mentioned in hard copy and in the Compact Discs submitted, the details mentioned in the hard copy will prevail.

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

Signature of Chief Executive

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

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

LOCATION OF KSBC WAREHOUSES

1. KSBC WAREHOUSE, Pazhakutty , Nedumangad.
2. KSBC WAREHOUSE, Valliyakunnu, Attingal : 695 101
3. KSBC WAREHOUSE, Karikode , Kollam.
4. KSBC WARHEOUSE, Kottarakkara
5. KSBC WAREHOUSE, Kodumthara, Pathanamthitta.
6. KSBC WAREHOUSE, Kommady, Alappuzha : 688 001.
7. KSBC WAREHOUSE, Valanjavattom,Thiruvalla.
8. KSBC WAREHOUSE, S.H.Mount, Kottayam : 686 001
9. KSBC WAREHOUSE, Olamattom, Thodupuzha: 685 585
10. KSBC WAREHOUSE, Pettah, Tripunithura, Ernakulam
11. KSBC WAREHOUSE, Vengola, Perumbavoor
12. KSBC WAREHOUSE, Erummathala (PO) Chundi Aluva: 683 101.
13. KSBC WAREHOUSE, Chalakkudy
14. KSBC WAREHOUSE, Kuriyachira, Thrissur
15. KSBC WAREHOUSE, Coimbatore Road, Palakkad
16. KSBC WAREHOUSE, Angadipuram, Perinthalmanna
17. KSBC WAREHOUSE, Building No.3/2460, Beach Road, Vellayil Nadakkavu (PO), Kozhikode.
18. KSBC WAREHOUSE, Thavakkara, Kannur.

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

GENERAL INSTRUCTIONS FOR FILLING
AND FOR SUBMISSION OF OFFERS

1. The Tender condition should be signed (in all pages) by the Chief Executive of the Company and the manufacturing Distillery / Brewery / Blending Unit / Winery or his power of attorney holder and shall bear the seal of the distillery / brewery / blending unit / Winery.
2. The data sheet should be typed in duplicate in the letter head of distillery / brewery / blending unit / Winery and should be signed on every page (including annexures, if any) by the Chief Executive of the Company and the distillery / brewery / blending unit / winery or his power of Attorney Holder and shall bear the seal of the distillery / brewery / blending unit / winery.
3. A demand draft for an amount of Rs.10 lakhs (for IMFL/FMFL/Beer) or Rs.50,000/- (for Wine) and Rs.5,200/- (for downloaded version of offer documents) as the case may be (refer condition nos. 2 and 3 above) drawn in favour of Kerala State Beverages (Manufacturing and Marketing) Corporation Ltd. payable at Thiruvananthapuram towards Earnest Money Deposit and offer document material should be enclosed.
4. Attach enclosure wherever found necessary.
5. The offer (documents indicated (1) (2) and Demand Draft as per (3) above, also with enclosure A1 and A2 should be sent in sealed cover super scribed "Offer for FMFL/ IMFL/BEER/AE4/080/KSBC/MD/Liq/2011-2012" and addressed to the Managing Director, Kerala State Beverages (Manufacturing and Marketing) Corporation Ltd., Sasthakripa Office Complex, Sasthamangalam, Thiruvananthapuram - 695 010, so as to reach on or before 4 p.m on 14th February 2011.
6. Late and unsealed offers will not be accepted under any circumstance.

Note :

1. Only offers submitted by the Chief Executive of the Company and of the manufacturing distillery / brewery / blending unit / Winery or his power of Attorney Holder would be accepted.
2. Only manufacturers owning distillery / brewery / blending unit / Winery and authorized agent in respect of FMFL will be accepted as a seller.
3. In case the offer is submitted by the power of Attorney Holder, the original power of Attorney should be enclosed along with the offer.

CHECK LIST

1. What license have you enclosed ? Distillery / Brewery / Winery / Blending License.
Yes / No
2. Do you want to supply more than one item? (IMFL/FMFL/Beer/Wine)
Yes / No
3. If 'yes', have you submitted separate offer documents and prescribed EMD separately for IMFL, Wine, Beer and FMFL?
Yes / No
4. Have you enclosed DD towards EMD separately?
 - a) Yes / No
 - b) DD No.
 - c) Date
5. Have you enclosed Offer Documents and Data sheets (in duplicate) duly authenticated.
Yes / No
6. Have you enclosed copy of the list of Brands quoted for sale rates applicable for financial year 2011-2012 (IMFL / Wine / Beer / FMFL) in a Compact Disc in Microsoft Excel format apart from the hard copy in the letter head of the company.
Yes / No
7. Have you enclosed copy of 18 (c) (Seller information) in a Compact Disc in Microsoft Excel format apart from the hard copy in the letter head of the company.
Yes / No
8. If you are using the downloaded version of the Terms and Conditions governing the offers and other documents, have you enclosed a Demand Draft for Rs.5,200 payable at Thiruvananthapuram along with each offer documents?
Yes / No
9. Have you enclosed certificate under Annexure - A1,(for Sellers of IMFL)
10. Have you enclosed brandwise cost sheet for the brands quoted (as per suggested format) and has the same been signed by the Chief executive and authenticated by Chartered Accountant/Cost Accountant.
Yes / No
11. Have you enclosed NOC in cases where any of the quoted brand was approved by any other company in the previous year.
Yes / No