INVITATION OF OFFERS

FOR SUPPLY OF

“BEER”

e-OFFER NOTIFICATION

NO:P&ED/APSBCBCL/B/2017-18/1, Dt. 05/01/2018

PROHIBITION & EXCISE DEPARTMENT

Excise Complex, RS No.88-2B,
Sai Vihar Apartments, Poultry Farm Road, Prasadampadu (V),
Vijayawada-521108.
Amaravathi,
Andhra Pradesh.
Landline: 0866-2428344/0866-2428345.

EMail :excise.apbcl@gmail.com
apbclmm@yahoo.co.in
As per Section-4 of Andhra Pradesh (Regulation of Trade in (Indian Made Foreign Liquor), Foreign Liquor), Act, 1993 [Act No-15 of 1993] [as amended by the Act No.17 of 2006], the right to Import, Export and carry on wholesale trade and distribution of Indian Liquor, Foreign Liquor, Wine and Beer solely vests in the Government for whole of the State of Andhra Pradesh.


The Commissioner of Prohibition & Excise, as authorized by the Government of Andhra Pradesh to invite price offers on behalf of Government of Andhra Pradesh for supply of all types of Beer from suppliers/manufacturers who are possessing valid license issued by competent authority, located within the Country on Rate Contract basis, for supply to the IMFL wholesale depots located in the entire State of Andhra Pradesh. The suppliers located in India who is possessing a valid License including Excise license issued by the competent authority of any State or Union Territory in India are willing to enter into rate contract agreement with the Commissioner of Prohibition & Excise for supply of the Beer during the year 2017-18 i.e., one (1) year from the date of rate contract agreement, may submit their offers for supplies of Beer. The offerors shall confirm to the offer conditions set out in the schedule.

The Commissioner of Prohibition & Excise, Government of Andhra Pradesh releases payments to the suppliers from the Government Treasury P.D. Account from the sale proceeds of Beer remitted by the authorized licensees.

The Breweries/Suppliers shall offer to supply as per the specifications set out in the Offer schedules.
The offer schedule for supply of Beer containing the terms and conditions are made available Online in the following website -

https://excisehpfs.ap.gov.in

The offers in Annexure-IA, IB, IIA & IIB shall be submitted through online for supply of Beer.

Apart from online submission of Annexure- IA, IB, IIA,IIB, the offerors are requested to submit the entire set of offer document duly super scribed as “FOR SUPPLY OF BEER” (as the case may be) addressed to the Commissioner of Prohibition & Excise, Government of Andhra Pradesh along with details of EMD, Offer Scrutiny charges, Brand scrutiny charges (as detailed below) after opening of the Tender at MM section for record purpose.

<table>
<thead>
<tr>
<th>Offer Category Type</th>
<th>Amount in Rs. towards EMD</th>
<th>Amount in Rs. towards Offer Scrutiny charges</th>
<th>Amount in Rs. towards Brand Scrutiny Charges</th>
</tr>
</thead>
<tbody>
<tr>
<td>BEER</td>
<td>Rs.1,00,000=00</td>
<td>Rs.10,000/-</td>
<td>Rs.5000/- for Beer Brand upto 2 sizes and Rs.1000/- for every additional size.</td>
</tr>
</tbody>
</table>

Offers not accompanied by Earnest Money Deposit, Offer Scrutiny charges, brand Scrutiny charges (online) shall be rejected.

**The Payment remittance particulars:**
Name of the Beneficiary : The Commissioner of Prohibition & Excise, A.P.
Account No :917020002805400
IFSC Code :UTIB0001899
Name of the Bank :Axis Bank
Branch :Kanuru, Vijayawada.

The online pre-qualification offers will be opened on 22/01/2018 at 2.00 PM and Price Offer will be opened on 22/01/2018 at 3.00 PM on https://excisehpfs.ap.gov.in

The representatives of Breweries /Suppliers who have offered online can be present at the time of opening the online offers.

For any support on e-offer submission process & technical support, all the offerors may contact over phone or in person in the following addresses:

Project Manager,
Beer offer notification help desk
C-Tel Info Systems Pvt. Ltd.,
Camp at: 3rd, Floor, Proh. & Excise Complex,
Prasadampadu, Vijayawada
The Commissioner of Prohibition & Excise, Government of Andhra Pradesh reserves the right to accept, reject or cancel any offer in part or full.

For any further information/clarification, the OSD (MM)/GM(MM) may be contacted on all working days during office hours in the Office of Commissioner of Prohibition & Excise, Excise Complex, RSNo.88-2B, SaiVihar Apartments, Poultry Farm Road, Prasadampadu (V),Vijayawada-521108.Amaravathi,Andhra Pradesh.Landline:0866-2428344/0866-2428345.

Commissioner of Prohibition & Excise
## OFFER FOR “SUPPLY OF BEER”

<p>| | | |</p>
<table>
<thead>
<tr>
<th></th>
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</thead>
<tbody>
<tr>
<td>1.</td>
<td>Department Name</td>
<td>Prohibition &amp; Excise Department</td>
</tr>
<tr>
<td>2.</td>
<td>Circle/Division</td>
<td>NA</td>
</tr>
<tr>
<td>3.</td>
<td>Tender Number</td>
<td>NO: P&amp;E DEPT/APSBC/B/2017-18/1, Dt: 05/01/2018</td>
</tr>
<tr>
<td>4.</td>
<td>Tender Subject</td>
<td>INVITATION FOR OFFERS FROM BREWERIES/SUPPLIERS OF BEER LOCATED WITHIN THE COUNTRY FOR SUPPLY OF BEER ON RATE CONTRACT BASIS FOR THE YEAR 2017-18.</td>
</tr>
<tr>
<td>5.</td>
<td>Period Of Contract</td>
<td>One Year from the date of Rate Contract Agreement</td>
</tr>
<tr>
<td>6.</td>
<td>Form Of Contract</td>
<td>As per Tender Document</td>
</tr>
<tr>
<td>7.</td>
<td>Tender Type</td>
<td>Open</td>
</tr>
<tr>
<td>8.</td>
<td>Tender Category</td>
<td>RATE CONTRACT</td>
</tr>
<tr>
<td>9.</td>
<td>Schedule EMD / Offer Security Deposit</td>
<td>1. The EMD is Rs.1,00,000/- (Rupees One lakh only). 2. The security deposit : Rs. 15.00 lakhs (Rupees fifteen lakhs only)</td>
</tr>
<tr>
<td>10.</td>
<td>EMD/Offer Security Deposit Payable To</td>
<td>Commissioner of Proh. &amp; Excise, A.P. Payable at Vijayawada.</td>
</tr>
<tr>
<td>11.</td>
<td>Offer Scrutiny charges &amp; Brand Scrutiny charges</td>
<td>i)Rs.10,000/- (Rupees Ten thousand only) shall be paid online to the CPE Head of Account. ii)Rs.5,000/- for Beer Brand up to 2 sizes and Rs.1000/- for every additional size.</td>
</tr>
<tr>
<td>12.</td>
<td>Offer Scrutiny charges &amp; Brand Scrutiny charges Payable To</td>
<td>Commissioner of Proh. &amp; Excise, A.P. Vijayawada.</td>
</tr>
<tr>
<td>13.</td>
<td>Transaction Charges Payable to M/s. C-Tel Info System Ltd.,</td>
<td>The participating offerors have to pay a transaction Charges <strong>Rs.11,800/-</strong> (Rupees Eleven thousand eight hundred Only) including taxes as applicable</td>
</tr>
<tr>
<td></td>
<td>Schedule Sale Opening Date</td>
<td>05-01-2018 at 10.00 A.M.</td>
</tr>
<tr>
<td>---</td>
<td>---------------------------</td>
<td>--------------------------</td>
</tr>
<tr>
<td></td>
<td>Schedule Sale Closing Date &amp; Time</td>
<td>22/01/2018 at 12.00 Noon.</td>
</tr>
<tr>
<td>15.</td>
<td>Offer Submission in Annexure- IA, IB, IIA,IIB</td>
<td>Online only</td>
</tr>
<tr>
<td></td>
<td>Online Offer Submission Closing Date &amp; Time</td>
<td>22/01/2018 at 12.00 noon</td>
</tr>
<tr>
<td>16.</td>
<td>Submission of information towards EMD, Brand Scrutiny charges, Offer Scrutiny charges and offer document duly signed on all pages shall be submitted after opening of the Tender.</td>
<td>Off-line only (Scanned copies should be uploaded through Online)</td>
</tr>
<tr>
<td>17.</td>
<td>Pre-Qualification Opening Date &amp; Time (Qualification and Eligibility Stage)</td>
<td>22/01/2018 at 2.00P.M.</td>
</tr>
<tr>
<td>18.</td>
<td>Technical Specifications Offer Opening Date (Technical Offer Stage)</td>
<td>Not applicable</td>
</tr>
<tr>
<td></td>
<td>Samples Required</td>
<td>Not applicable</td>
</tr>
<tr>
<td>19.</td>
<td>Price Offer Opening Date (Financial Offer Stage)</td>
<td>22/01/2018 at 3.00P.M.</td>
</tr>
<tr>
<td>20.</td>
<td>Place Of Tender Opening</td>
<td>Conference Hall, Excise Complex, RS No.88-2B, Sai Vihar Apartments, Poultry Farm Road, Prasadampadu (V),Vijayawada-521108. Amaravathi,Andhra Pradesh</td>
</tr>
<tr>
<td></td>
<td>Contact Person</td>
<td>Sri.A.Chandrasekhar Naidu</td>
</tr>
<tr>
<td></td>
<td></td>
<td>ADDL.COMMISSIONER OF PROH. &amp; EXCISE</td>
</tr>
<tr>
<td></td>
<td>Address/E-mail id</td>
<td>Excise Complex, RS No.88-2B, Sai Vihar Apartments, Poultry Farm Road, Prasadampadu (V), Vijayawada-521108. Amaravathi, Andhra Pradesh.</td>
</tr>
<tr>
<td>---</td>
<td>----------------------------------------------------------------------------------</td>
<td>----------------------------------------------------------------------------------------------------------------------------------</td>
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<tr>
<td>22</td>
<td></td>
<td><strong>E-mail</strong> <a href="mailto:excise.apbcl@gmail.com">excise.apbcl@gmail.com</a> or <a href="mailto:apbclmm@yahoo.co.in">apbclmm@yahoo.co.in</a></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>23</td>
<td>Contact Details/Telephone, Fax</td>
<td>0866-2428344/0866-2428345.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Fax No.0866-2844244</td>
</tr>
<tr>
<td></td>
<td></td>
<td><strong>Mobile No.9704444963</strong></td>
</tr>
<tr>
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<tr>
<td>24</td>
<td>Eligibility Criterion</td>
<td>Manufacturers possessing a valid brewery license (including excise license).</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>25</td>
<td>Procedure For Offer Submission</td>
<td>The offeror shall submit his response through e-Offer submission on Tenders – AP EXCISE HPFS web site at <a href="https://excisehpfs.ap.gov.in">https://excisehpfs.ap.gov.in</a> by following tender procedure:</td>
</tr>
</tbody>
</table>
2. **DIGITAL AUTHENTICATION:**
The offeror shall authenticate the offer with his Digital Authentication for submitting the offer electronically on **Tenders – AP EXCISE HPFS web site** and the offers not authenticated by digital certificate of the offeror will not be accepted on the **Tenders – AP EXCISE HPFS web site**.

For obtaining Digital Authentication, offerors may please Contact:

- Project Manager,
- Beer offer notification help desk
- C-Tel Info Systems Pvt.Ltd.,
- Camp at : 3rd, Floor, Proh.& Excise Complex,
- Prasadampadu, Vijayawada
- Regd.Office Address:
- 1/5,1st floor, West Patel Nagar Main Road
- Opp: Metro Pillar No: 206,
- New Delhi-110 008
- Tel: +91-11-25880165/66 Fax: +91-11-25880166
- Tel: 040-42425500, 42425599 Tel: 0866-2845252

3. **Submission of Hard copies:**

After submission of offer (Annexure-IA,IB and Annexure-IIA, IIB) online, the offerors are required to submit the original receipts towards EMD, offer Scrutiny charges, Brand scrutiny charges and signed and attested on every page of the tender schedule to the Offer Inviting Authority after opening of the offer for record purpose. The Department shall not take any responsibility for any delay or non-receipt. If any of the documents furnished by the offeror are found to be false/fabricated/bogus, the offeror is liable for blacklisting, forfeiture of the EMD, cancellation of work and criminal prosecution.

4. **Payment Of Transaction Charges:**

It is mandatory for all the participant bidders to electronically pay a non-refundable transaction Charges to M/s.C-Tel, the service provider through "Payment Gateway Service on E-Offer platform". The Electronic Payment Gateway accepts all Master and Visa Credit Cards issued by any bank and Direct Debit facility/Net Banking of all nationalized banks to facilitate the transaction.
### 5. Offer Document:

The offeror is requested to download the offer document and read all the terms and conditions mentioned in the offer Document and seek clarification if any from the Offer Inviting Authority. Any offline offer submission clause in the offer document could be ignored.

The downloaded offer document has to be signed on all pages as a token of acceptance of terms and conditions mentioned therein and submit along with payment towards EMD, offer Scrutiny charges and brand scrutiny charges to the Offer Inviting Authority after opening of the offer for record purpose.

The offeror has to keep track of any changes by viewing the Addendum/Corrigenda issued by the Offer Inviting Authority on time-to-time basis in the [Tenders – AP EXCISE HPFS web site](#). The Department calling for offers shall not be responsible for any claims/problems arising out of this.

### 6. Offer Submission Acknowledgement:

The offeror shall complete all the processes and steps required for Offer submission. The system will generate an acknowledgement with a unique offer submission number after completing all the prescribed steps and processes by the offeror. Users may also note that the offers for which an acknowledgement is not generated by the [Tenders – AP EXCISE HPFS web site](#) are treated as invalid or not saved in the system. Such invalid offers are not made available to the Offer Inviting Authority for process the offers. The Department and M/s.C-Tel Info System Ltd., are not responsible for incomplete offer submission by users.

| 31. | General Terms & Conditions | As per offer document |
HOW TO APPLY

- The Offer schedule for supply of Beer against e-Offer notification can be downloaded in the following web site: [https://excisehpfs.ap.gov.in](https://excisehpfs.ap.gov.in)
- The Offer Schedule for Beer shall be read thoroughly for submission of the following:
  - Technical specification offer as per Annexure-IA & IB to be submitted online only. Though in Annexure-IA & IB information was sought, important items need to be filled in web link [https://excisehpfs.ap.gov.in](https://excisehpfs.ap.gov.in) Excel and PDF format. The said information shall be mailed to: excise.apbcl@gmail.com, apbclmm@yahoo.co.in
  - The copies of approved manufacturing licensed copy along with payment receipts for prescribed EMD, Offer Scrutiny charges, Brand Scrutiny charges shall be scanned and uploaded.
- Price offer as at Annexure-IIA & IIB to be submitted online only.
- The system will generate an acknowledgement with a unique offer submission number on successful completion of the above process.
- The following set of documents along with (3) payment receipts shall be placed in sealed envelope super scribed as “Supply of Beer” is to be submitted in the O/o.Commissioner of Proh. & Excise after opening of the tender:

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<table>
<thead>
<tr>
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</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>EMD UTR No.</td>
<td>Rs.1,00,000/-</td>
</tr>
<tr>
<td>2.</td>
<td>Offer Scrutiny charges</td>
<td>Rs.10,000/-</td>
</tr>
<tr>
<td></td>
<td>UTR No.</td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td>Brand approval charges – 2 sizes</td>
<td>Rs.5,000/-</td>
</tr>
<tr>
<td></td>
<td>UTR No.</td>
<td></td>
</tr>
<tr>
<td>4.</td>
<td>Brand approval charges – 3 sizes</td>
<td>Rs.6,000/-</td>
</tr>
<tr>
<td></td>
<td>UTR No.</td>
<td></td>
</tr>
<tr>
<td>5.</td>
<td>Brand approval charges – 4 sizes</td>
<td>Rs.7,000/-</td>
</tr>
<tr>
<td></td>
<td>UTR No.</td>
<td></td>
</tr>
<tr>
<td>7.</td>
<td>Complete offer document duly signed on all pages.</td>
<td></td>
</tr>
</tbody>
</table>


INFORMATION FOR THE OFFERORS

- The complete information shall be provided as per Annexure-IIA & IIB and submit online in the prescribed format in Excel and web link.
- The list of all BEER brands existing in the Department will be made available in the application with a drop down for offering the Basic Price and MRPs along with the size and description as per Annexure – IIA & IIB.
- For offering new brands the complete brand description along with offered basic price per case and size in ml.
- The Basic Price per case shall be offered carefully after going through the Tender Schedule in detail.
- All other information like code for status of the brand, and alcoholic strength etc., shall be entered in the relevant fields.
- **THE OFFEROR SHOULD NOT CHANGE OR ALTER THE DATA FIELDS GIVEN IN THE EXCEL FORMAT.**

For any support on e-offer submission process/technical support all offerors may contact over phone or in person to the Project Manager, e-offer helpdesk:

**Project Manager,**  
C-Tel Info Systems Pvt.Ltd.,  
Camp at : 3rd Floor, Proh. & Excise Complex,  
Prasadampadu, Vijayawada  
Tel: +91-11-25880165/66 Fax: +91-11-25880166  
Tel: 040-42425500, 42425599 Tel: 0866-2845252

**“OR”**

OFFICE OF COMMISSIONER OF PROHIBITION & EXCISE

Excise Complex, RS No.88-2B, Sai Vihar Apartments, Poultry Farm Road,  
Prasadampadu (V), Vijayawada-521108. Amaravathi, Andhra Pradesh.  
Landline: 0866-2428344 / 0866-2428345

For any information regarding Annexure-IA,IB & Annexure-IIA,IIB contact:

1. Sri.K.Koteswara Rao, Excise Section :9704558063  
2. Sri. Ch.Vijayababu, MIS Section :9704377942  

For any other information contact:

Sri. M. Srinivasarao, OSD(MM & Excise) – 9704444963
OFFEROR SCHEDULE FOR “SUPPLY OF BEER”

Name of the firm :

Address :

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

I/We clearly understand all the terms and conditions of the offer and agree to undertake the supply of “Beer” at the rates quoted by me/us in Annexure- IIA & IIB.

I/We assure that I/We shall abide by the terms and conditions of the offer and the instructions issued by the Prohibition & Excise Department from time to time.

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

Signature :
Name in full :
Designation :
Seal of the firm :

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

As per Section-4 of Andhra Pradesh (Regulation of Trade in Indian Made Foreign Liquor, Foreign Liquor), Act, 1993 [Act No-15 of 1993] [as amended by the Act No.17 of 2006], the right to Import, Export and carry on wholesale trade and distribution of Indian Liquor, Foreign Liquor, Wine and Beer solely vests in the Government for whole of the State of Andhra Pradesh.


The Commissioner of Prohibition & Excise, as authorized by the Government of Andhra Pradesh to invite price offers on behalf of Government of Andhra Pradesh for supply of all types of Beer from suppliers/manufacturers who is possessing valid license issued by competent authority, located within the Country on Rate Contract basis, for supply to the IMFL wholesale depots located in the entire State of Andhra Pradesh. The suppliers located in India who is possessing a valid License including Excise license issued by the competent authority of any State or Union Territory in India are willing to enter into rate contract agreement with the Commissioner of Prohibition & Excise for supply of the Beer during the year 2017-18 i.e., one (1) year from the date of rate contract agreement, may submit their offers for supplies of Beer. The offerors shall confirm to the offer conditions set out in the schedule.

The Commissioner of Prohibition & Excise, Government of Andhra Pradesh releases payments to the suppliers from the Government Treasury P.D. Account from the sale proceeds of Beer remitted by the authorized licensees.

The Breweries/Suppliers shall offer to supply as per the specifications set out in the Offer schedules.
2.0 DETAILS OF OFFER:

2.1 SUBMISSION OF OFFERS:
The Offers (Annexure-IA, IB & Annexure-IIA, IIB) will be accepted Online only. The online offers (Annexure-IA, IB & Annexure-IIA, IIB) shall be submitted before 12.00 noon of 22-01-2018. The online offers will be opened on 22-01-2018 at 2.00 P.M. The offer document duly signed on all pages and payment receipts towards Earnest Money Deposit (EMD) of Rs.1,00,000/- (Rupees One lakh only), Offer Scrutiny charges of Rs.10,000/- (Rupees Ten thousand only) and Brand Scrutiny charges of Rs.5,000/- (Rupees Five thousand only) for every additional size thereon as specified at para 2.3 (A) (i) shall be placed in an envelope, duly sealed and super-scribed “Offer for supply of ‘Beer’ ” shall be submitted on any working day in person at the office of the Commissioner of Prohibition and Excise, Excise Complex, RS No. 88-2B, Sai Vihar Apartments, Poultry Farm Road, Prasadampadu (V), Vijayawada-521108, Amaravathi, after opening of the tender. The Department reserves the right to extend the date for receipt of the offers and opening of the offers.

2.2. VALIDITY OF OFFERS:
The offers will be kept valid for a period of 120 days from the scheduled date of opening of offers.

2.3. A. EARNEST MONEY DEPOSIT, OFFER SCRUTINY CHARGES AND BRAND SCRUTINY CHARGES:

i) Offers shall be accompanied by three (3) payment receipts.
   1) Rs.1.00 lakh (Rupees One lakh only) towards EMD.
   2) Rs.10,000/- (Rupees Ten thousand only) towards Offer Scrutiny charges.
   3) Rs.5,000/- (Rupees Five Thousand Only) upto (2) two sizes and @ Rs.1,000/- (Rupees One Thousand only) for every additional size of
the Beer brand.

ii) No interest is payable for EMD and Security Deposit.

iii) Offers without EMD, Offer Scrutiny charges and brand Scrutiny charges will be rejected.

iv) Before finalization of offers and during the validity period of the offer if the offeror withdraws his offer, the EMD will be forfeited. The EMD will be returned to the unsuccessful offeror(s) within a reasonable period of time after finalization of the offers.

v) In respect of successful offeror(s), the EMD will be adjusted after entering Rate Contract agreement with the Department.

vi) The Offer Scrutiny charges & Brand Scrutiny charges are non-refundable.

vii) Security Deposit bears no interest.

B. Security Deposit:

i) The successful offeror(s) shall furnish a Demand Draft for an amount of Rs.15.00 lakhs (Rupees fifteen lakhs only) drawn in favor of “Commissioner of Prohibition & Excise, A.P., Vijayawada” on any Scheduled Bank payable at Vijayawada as security deposit along with an agreement in a prescribed proforma for supply on rate contract basis towards performance guarantee.

ii) In case of the approved supplier(s) for the year 2013-14 whose Security Deposit are with Department as on the date of entering into rate contract agreement for the year 2017-18, such security deposits will be adjusted towards security deposit for the year 2017-2018.

2.4. Transaction Charges:

It is mandatory for all the participant bidders to electronically pay a Non-refundable Transaction Charges to M/s. C-Tel, the service provider through "Payment Gateway Service on e-offer platform". The Electronic Payment Gateway accepts all Master and Visa Credit Cards issued by any bank and Direct Debit facility/Net Banking of ICICI Bank, HDFC, Axis Bank and IDBI Bank to facilitate the transaction. The participating offerors have to pay a transaction Charges Rs.11,800/- (Rupees Eleven Thousand Eight hundred Only) including taxes applicable.

2.5 PROFILE:

The offeror shall furnish Company profile and other details as per the pro-forma enclosed in Annexure-IA.
2.6 PRICE PARTICULARS:

A) i) The offerors shall quote basic prices for their brands keeping in view the lowest basic price at which the same brand of beer is being supplied to the State level Corporation / Department during the financial year 2017-18 in any State/Union Territory in the Country including Andhra Pradesh.

ii) The Basic Price quoted shall be inclusive of Packing and forwarding charges, Freight, HEAL Cost, Insurance etc.

iii) The Basic Price quoted shall be uniform irrespective of the location of wholesale depot of destination in Andhra Pradesh.

B) The offeror shall indicate the status of ownership of the brands quoted in the offer. If the brand is not owned by the offeror, he shall clearly certify that a valid agreement exists between the owner of the brand and the offeror for manufacturing that brand and supply to the Department. The Department will not be responsible for any dispute arising with reference to such brands. In the event of any dispute between the Offeror or any person owning or otherwise entitled (are claiming so to be) to such brand(s),

i) the supplier shall fully indemnify the Department in respect of any and all such disputes (including costs on actual); and

ii) the Department shall not be obliged to place any orders / indents on such suppliers, till such disputes resolved.

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

C) The online price offers shall be submitted as per Annexure-IIA & IIB.

D) i) When the Basic Price offered for an offered brand shall be accepted by the Department for which the Basic Price will be communicated along with the MRP to the offeror(s) for approval of label from the
Commissioner of Prohibition and Excise, A.P. Amaravathi as required under A.P. State Excise Laws.

ii) The supplier shall print, the Maximum Retail Price as indicated by the Department on the Label of each bottle of all sizes on all brands of Beer as required under Rule 11(A) of the A.P.(Regulation of Trade in Indian Made Foreign Liquor and Foreign Liquor) Rules 1993.

E) The offeror may quote for any brand and in respect of the brands recommended by the Tender Committee, the offeror shall get the labels of the said brands approved by the Commissioner of Prohibition & Excise, Govt. of A.P. as per the Excise Rules and submit to the Department within (6) months from the date of communication of approved rates. All such brands which remain unregistered after (6) months shall be deemed to have lapsed.

However, if the labels for any specified brand(s) is/are not approved by the Department as on the date of entering into Rate Contract Agreement, the Department will not enter into rate contract agreement for such brands till the Label / Labels are approved.

F) The Department may, in its sole discretion (but the Department shall not be obliged to) permit suppliers during the term of rate contract (Original or as extended by the Department) to introduce new sizes / brands of Beer provided

i) the labels for the same are approved by the Commissioner of Prohibition and Excise, Govt. of Andhra Pradesh. and

ii) the rate(s) is/are as approved by the Department.

G) However during the period of rate contract (Original or as extended by the Department), it shall be open to the Department to place orders for supply of Beer on any person / firm / company or Corporation during exigencies even though the person / firm / company or corporation had not participated in this offer.

2.7 TENDER COMMITTEE:

a) i) All the offers received will be scrutinized by the Committee appointed by the Government.

ii) To obtain competitive price it shall be open to the tender committee to conduct negotiations with any or all of the offerors, either
individually or collectively, at its discretion.

b) Tender committee shall, on completion of negotiations, either individually or collectively, inform the Department whether the offer for any brand(s) is (are) recommended or not.

c) The Department may accept the offers recommended by the Tender Committee and will reject the offers not recommended by the Tender Committee.

d) The Tender Committee, at its discretion, or at the request of the offeror or otherwise, may, conduct Re-negotiations for any offer for any brand(s) which have not been recommended within the validity period as specified in clause 2.2.

2.8 RATE CONTRACT AGREEMENT:

A) The offerors whose offers have been accepted shall enter into a rate contract agreement for a period of one year from the date of entering into the rate contract agreement by specifying the basic price at which supply during the period under contract will be made as specified under clause 2.6 D (ii) with the Department in terms of THE INDIAN CONTRACT ACT 1872.

B) The Department reserves the right to extend the rate contract agreement up to two years after the expiry of the contract period. It is further extendable by mutual consent.

2.9 PACKING:

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

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

2.10 RELEASE OF ORDERS FOR SUPPLY:

A) (i) This being a Rate Contract, the Department will be under no obligation to place orders for any specified minimum quantities of “Beer” from the supplier during the period of currency of the contract (Original or as may be extended by the Department). During the first 45 days of the
contract period (Original or as may be extended by the Department) orders for supply will be released as per the supplier's request. Subsequently the Department will ordinarily place the orders for supply based on the average of actual sales during preceding three months or preceding period if it is less than three months. In respect of certain brands with low volume of sales the Department will consider the eligibility depot wise/size wise to meet the requirements. The supplier shall, as requested by the Department, shift the stocks from one depot to another at supplier's own cost and risk. The closing stock of any brand at any depot shall not normally exceed the quantity anticipated to be sold in 15 days.

(ii) In respect of new “Beer” brands offered for supply during the currency of contract (Original or as may be extended by the Department) and approved by the Department, the Department may place only a trial order of 15,000 cases and subsequent orders will be issued as indicated above.

(iii) However, in any exigency of circumstances the Department may issue orders for supply in excess of the eligibility as referred in 2.10(A) (i) to a Supplier or Suppliers.

B) The supplier shall raise the Invoice strictly as per the brand description and the rate given in the order for supply without deviation of any kind.

C) The Department releases “Orders for Supply” and “Inter Depot Transfer Orders” on behalf of Government of Andhra Pradesh.

D) The supplier shall raise the invoices and other relevant documents on Prohibition & Excise Department, Government of Andhra Pradesh (represented by Chief Manager / Manager, Govt. IMFL Depot, ……………………).

2.11 DISPATCHES:

A) Within 24 hours from the date of dispatch of goods, the supplier should communicate following particulars to the consignee (Depot) by e-mail: a) Order for supply No. & Date. b) Number of cases dispatched and mode of dispatch. Further, the Advance shipment Notice (ASN) regarding dispatch of the consignment shall be processed through HPFS Application.

B) i) The supplier has to incur all the expenditure till the consignment is
received at destination i.e., designated depots of the Department or any other location within A.P. as specified in the relevant orders for supply. Unloading of the goods shall be the responsibility of the supplier and unloading charges shall be borne by the supplier. In respect of suppliers located outside the State of Andhra Pradesh, the consignments have to be dispatched under valid import permit issued in the name of importer (Department) by the competent authority (Commissioner of Prohibition & Excise, Govt. of A.P.). Import of Beer into the State of A.P. from the other States involves remittance of the statutory levies to the Govt. of Andhra Pradesh for issuance of Import Permits by the Commissioner of Prohibition & Excise, A.P. The Statutory Levies are levied as notified by the competent authority and they are also subject to change from time to time by the competent authority.

ii) Alternatively, the Department also reserves the right to introduce a system for appointing contract labour for handling unloading and loading operations at Govt. IMFL depots wherever necessary. The entire expenditure in this aspect will be debited to the account of supplier(s) and licensees as applicable. As soon as an order for supply is placed, supplier(s) outside Andhra Pradesh, have to advance to the Government the amount equivalent to Import Fee (IF) & Countervailing Duty (CVD) in respect of the quantity of Beer to be imported, by way of a Challan / e-Challan remitted to the Government under relevant treasury heads and have to raise a debit advice against the Government. After receipt of the challan / e-challan the Department will obtain the required import permit(s) to enable the supplier(s) to dispatch the consignment. The Department will settle / adjust the amount paid towards the Countervailing Duty (CVD) and Import Fee (IF), at actuals, along with the regular invoice amount. In case the competent authority, at any time, collects or demands any amount towards fee / duty / tax towards past transaction, the same will be debited to the account of the supplier(s) and will be recovered from the supplier(s) or adjusted from the payments to be made to the supplier(s).

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

iii) It is mandatory to utilize the Department software for dispatches and transactions from time to time as ordered by the Department.

2.12 A) DELIVERY SCHEDULE: 

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

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

B) RESPONSIBILITY OF THE SUPPLIER: DURING SUPPLY OF THE STOCKS AND ITS DEVIATIONS, IF ANY:

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

a) That the consignment shall be dispatched from the brewery sufficiently in advance before the expiry of the import permit/transport permit issued by the Competent Authority.

b) That the consignment should reach the destination / depot and delivery be effected before the expiry of the validity of the import permit/transport permit.

c) That the consignment should travel exactly along the route prescribed in the import permit/transport permit and that there shall be no deviation there from. In the Import Permit/Transport Permit the route
will be so specified as to make it necessary for the consignment to get checked in Prohibition and Excise Check posts noted in the permits. The list of Prohibition and Excise Check posts are given in Annexure-IV for guidance. The locations of the Prohibition and Excise Check posts may change from time to time. The supplier is responsible for proper compliance with the terms and conditions of the import permit/transport permit under relevant rules and will be responsible in respect of any actions as may be taken by the Department authorities for any violations or non-compliance and any delay / non-delivery of brands. The Department will not in any manner be responsible or liable for any consequences of action taken by the Prohibition & Excise authorities. The Department will not be responsible to refund the advance paid towards import fee/CVD specified under Clause 2.11 B (i) in respect of consignments which are ordered to be confiscated by the Commissioner of Prohibition & Excise, Government of Andhra Pradesh or any other Competent Authority as a consequence of deviation from the terms and conditions of the import permit/transport permit.

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

C) TRANSIT INSURANCE:

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

2.12. TERMS OF PAYMENT:

A) Stocks received in good and perfect condition shall alone be accepted. The cost of breakages in transit/unloading shall be borne by the supplier. Stocks which are found defective in packing or in quality or in any other aspect during verification shall be rejected summarily and these rejected stocks shall be disposed as per the rules laid down by the Department or taken back by the supplier if he so desires.

B) Payments will be made normally on the 45th day from the date of sale of the stocks in good and proper condition at the Depots, subject to the condition that such stocks are sold by the Department within the period of 45 days. The supplier shall prefer a claim on the Department in respect of the supplies made and quantity sold during the specified days with all relevant documents viz. Invoice in original with two copies with proof of dispatch and receipt. Payments shall be restricted to the actual quantities sold after withholding an amount equivalent to the value of actual or estimated unsold stocks as on the date of preferring the claim and any other
adjustment whether by way of any increase or other levy under Clause 2.11 B (i) above or otherwise.

i) The goods shall be dispatched on the same day as the Invoice is raised (as is evidenced by the Excise Transport Permit etc.)

ii) The claims shall be accompanied by the GRNs (Goods Received Note) issued by the Depots concern.

iii) The payments shall be restricted to the actual sale value after withholding an amount equivalent to the value of stock actual or estimated unsold stocks as on the date of preferring the claim and other adjustments, if any.

iv) In case the supplier desires to receive the payment earlier than the 45th day, the Department may (but is not obliged) make the payments on weekly basis for the stocks sold during the specified week by deducting the amounts calculated at the following rates as “Payment Claim Process Charges” for making early payments.

   a. 1.5 (%) percent for payment made within 15 days from the date of sale of supplies.
   b. 1 (%) percent for payments made between the 16th and 30th day from the date of sale of supplies.
   c. 0.5 (%) percent for payments made between the 31st and 44th day from the date of sale of supplies.

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

D) The Commissioner of Proh. & Excise reserves the right to modify the terms of payment.

3.0. DEFINITIONS:

A) DEPARTMENT : Department means Prohibition & Excise Department.

B) CORPORATION: Corporation means Andhra Pradesh State Beverages Corporation Limited.

C) SUPPLIER:

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

D) BRANDS:

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

E) BASIC PRICE:

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

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

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

F) MAXIMUM RETAIL PRICE:

The MRP on each bottle of BEER is indicated by the Department in the following manner. The MRP (Maximum Retail Price means Basic Price + Excise Duty / Countervailing Duty = Landed cost + A.P. Vat on Landed Cost = Issue Price(1) + 0.5% MARGIN on Issue Price (1) + Addl.Excise Duty on Landed cost = Issue Price (2) (rounded off to next higher rupee, differential amount rounded off will be called as Special Privilege Fee) + Retailer’s Margin on issue price (2) = Maximum Retail Price (MRP rounded off to next higher Ten rupee, differential amount rounded off will be called as Additional Privilege Fee).

G) CASE:

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

Any Case size as approved by the Commissioner of Proh. & Excise.

50 ltrs., 30 ltrs., 20 ltrs., and 10 ltrs kegs for Draught Beer.

All types of packs or sizes as approved by the Commissioner of Proh. & Excise, A.P. from time to time.
H) PRODUCT: “Product” Includes different types of Beer.

I) GOODS RECEIPT NOTE (GRN):
The “Goods Receipt Note” means a document generated by the Department at the Depots for taking stocks into account after Excise verification, received under valid Transport permit / Import permit against valid “Orders for Supply” released by the Department.

J) TENDER COMMITTEE:
Tender Committee means the Committee appointed by the Government to recommend the basic prices to the Commissioner of Proh. & Excise for issue of orders for supply of BEER.


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

4.1 TEST CERTIFICATE:
The supplier shall ensure that Beer supplied against the Order for supply placed by the Department shall meet the following requirements.

A) Clarity: All the Beer shall be clear and transparent liquids free from sediments or suspended particles.

B) Freedom from Harmful ingredients: All the Beer shall be free from any ingredients injurious to health.

C) Freedom from added colouring matter: All the Beer shall be free from added colouring matters except caramel.

D) Aroma and Taste: All kinds of Beer shall posses the relevant characteristic aroma (flavour) and taste.

E) Microbiological requirements for Beer: Beer shall be free from coliform bacteria and other pathogenic micro organisms.

F) Pasteurization: Bottled or canned beer shall be effectively pasteurized.
The quality of BEER shall meet the standards prescribed by Bureau of Indian Standards (BIS). The copy of Chemical Examination Certificate duly attested by the Brewery Officer/competent authority concerned should be sent to the designated Govt. IMFL Depot along with dispatch of each batch and consignment of BEER. Such chemical examination certificate shall be duly authenticated by the Chemical Examiner/Authority recognized in the A.P. State in respect of brands manufactured in Andhra Pradesh. In respect of brands dispatched from the Breweries located outside Andhra Pradesh the Chemical Examination certificate shall be duly authenticated by the Brewery Officer/Authority recognized by the State/Union Territory in which the manufacturer’s unit is located. The Department also reserves the right to subject the samples to chemical examination for verification of standards. If it is found during such an examination that the stock supplied does not meet the prescribed standards, the Department will not be liable to make any payments to the supplier in respect of such stocks and the Department may, without prejudice to any other right or claim that the Department may have, terminate the rate contract forthwith and the Supplier shall have no claim or other recourse against the Corporation in respect of such termination. Further the Supplier shall comply with the orders passed by the competent authority in respect of any samples which are not found to be of prescribed standards.

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

4.3 A. The supplier warrants that:

a) The supplier is conscious of the need for timely supply of good quality brands.

b) Each product(s) shall be of the prescribed standards.

c) The supplier will, maintain all valid and subsisting licences and approvals (the ‘Approval(s)’) as may from time to time be required in respect of the brewery and in respect of all of the brands;

d) In the event of suspension / cancellation of Approval(s) the Supplier will promptly and in any event within 48 hours inform the Department of such suspension / cancellation along with copy(ies) of order(s) and the remedial measures, if any adopted;

e) The supplier accepts responsibility for all liability whether from deficiency in quality of brand / packaging or otherwise.

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

a. In the event that:

i. the supplier breaches any warranty or obligation;

ii. any Approval(s) are suspended/ cancelled/ revoked /terminated;

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

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

4.4. WITHDRAWAL OF THE OFFER:

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

4.5 The Contract is not assignable by either party.

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

4.7 NON-WAIVER:

No failure of either the Department or the supplier to exercise and no delay by it in exercising any right, power or remedy in connection with or under the rate contract shall operate as a waiver of that right, power or remedy nor shall any single or partial exercise of any right, power or remedy preclude any other or further exercise of that right, power or remedy or exercise of any other right, power or remedy. Any express waiver of any breach of the rate contract shall not be deemed to be a waiver of any other or subsequent breach.

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

4.8 PREJUDICIAL ACTS:

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

a) Offering illegal gratification including offering a bribe, reward or advantage etc., pecuniary or otherwise to any officer or employee of the Department;

b) Any malpractice such as forgery, falsification or fabrication of any
documents, bills, vouchers, delivery challans etc., or supplying IMFL which does not conform to specifications or any other act or omission contrary to law or bye-laws / rules / regulations of the Department or the Government of the State of Andhra Pradesh.
The Department, without prejudice to other legal rights or claims shall have the right to terminate the rate contract forthwith, debar the Supplier and forfeit the EMD/Security Deposit and such other amounts that may be lying with the Department besides initiating other appropriate action. The Supplier shall have no claim whatsoever against the Department in respect of such termination. All losses that may be incurred by the Department in this regard shall be recoverable from the supplier.

4.9 **RIGHT OF CANCELLATION:**

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

4.10 The Department reserves the right to terminate the rate contract with one month's notice without assigning any reason.

4.11 The supplier should abide by the provisions of The Andhra Pradesh Excise Act, 1968, and the Andhra Pradesh (Regulation of trade in Indian Made Foreign Liquor and Foreign Liquor) Act 1993 and Rules made there under in force from time to time and any other relevant enactments like Standards of Weights & Measures Act, 1976/(Enf.) Act.1986/and Packaged Commodities) Rules, 1977. The supplier is solely and individually responsible for all the consequences arising out of the violations in this regard. Any legal complications arising out of failure to comply with various rules shall be responsibility of the supplier. Any losses/damages suffered, if any, by the Department due to the lapse on the part of the supplier for not complying with any of the rules will be made good by the supplier.

4.12 **FORUM FOR LEGAL PROCEEDINGS:**

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

4.13 **INSPECTION:**

The Department or their authorized representative shall have the right to inspect, test and expedite supply or get inspected, tested and expedited the supply of any brands at the works of the supplier or at any other place decided by the Department.
However, this will not exonerate the supplier from the responsibility of manufacturing and supplying the brands as per the requirements specified in order for supply / contract.

*Commissioner of Prohibition & Excise*
ANNEXURE – IA

PROFILE
(To be furnished on letter head)

1(A) a) Name of the Supplier : 
   b) Full address : 
   c) Telephone Numbers : 
   d) E-mail ID : 
   e) Type of Supplier (Manf. / S/L, / Tie up : 

1(B)a) Name of the manufacturing Brewery unit : 
   b) Full address : 
   c) Telephone Numbers : 
   d) FAX/Gram : 
   e) E-mail ID : 

2.a) Registered Office : 
   b) Full address : 
   c) Telephone Numbers : 
   d) FAX/Gram : 
   e) E-mail ID : 

3. Supplier Type : 
   Local - Breweries located in A.P.
   Non-local - Breweries located outside A.P.

4. Legal status of the manufacturing Brewery unit :
   a) Proprietary concern : 
   b) Partnership firm : 
   c) Public Limited Company (*) : 
   d) Private Limited Company (*) : 
   e) Others (specify) : 

5 a) Total licensed capacity of the unit (in Bulk Liters per annum) : 
   b) Total Number of cases produced by the Unit for (3) years (from 1-4-2014 to 31-03-2017) : 
   c) i) Number of Automatic filling lines installed. 
   ii) Filling capacity in bottles per minute : 

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

Place : Signature :
Date : Designation :
(Seal of the offeror)

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

(*) Certificate of incorporation to be submitted
Annexure IB

Copies of the documents to be uploaded:

1. Photo copy of COB license for Brewery issued by the Central Government of India.

2. Photo copy of Brewery license issued by the State Government

3. Photo Copy of FSSAI License

4. Photo copy of Bank transaction receipt of EMD of Rs.1,00,000/-.

5. Photo copy of Bank transaction receipt of offer scrutiny Charges of Rs.10,000/-. 

6. Photo copy of Brand scrutiny Charges:
   No of Brands:___, Rs:______________

7. Photo copy of complete offer document duly signed in all pages.

PLACE:  
SIGNATURE OF CHIEF EXECUTIVE

DATE:  
OF THE Brewery.

OR

AUTHORISED SIGNATORY

NAME:

DESIGNATION:

- COB: Carry on Business License issued by the Central Government of India
- FSSAI: Food Safety and Standard Authority of India
ANNEXURE-IIA

PRICE OFFER

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

Sub: Offer for “Supply of BEER” 2017-18 – offered basic prices – Reg.

Ref: Notification No. P&ED/APSBCL/B/2017-18/1, Dt.05-01-2018

* * * *

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

<table>
<thead>
<tr>
<th>Supplier Code (in case of existing suppliers only)</th>
<th>Name of the supplier / Brewer</th>
<th>Local / Non local</th>
<th>Brand Description</th>
<th>Size in ML per Bottle / Can / Keg</th>
<th>Num ber of bottles / Can per case</th>
<th>*Basic price in Rs. per Case / Keg</th>
<th>Type of pack</th>
</tr>
</thead>
<tbody>
<tr>
<td>(1)</td>
<td>(2)</td>
<td>(3)</td>
<td>(4)</td>
<td>(5)</td>
<td>(6)</td>
<td>(7)</td>
<td>(8)</td>
</tr>
</tbody>
</table>

**Status of the Brand Own / Tie-up / of Sublessee**

<table>
<thead>
<tr>
<th>(9) <strong>Tie-up / Sub-lease brand owned by</strong> (Name of the Brand Owner)</th>
<th>(10) <em><strong>Code for Strength</strong></em></th>
<th>(11) Alcoholic Strength % (v / v)</th>
</tr>
</thead>
<tbody>
<tr>
<td>(10)</td>
<td>(11)</td>
<td>(12)</td>
</tr>
</tbody>
</table>

* Basic Price

(a) Local Cost price + Freight + Insurance + Handling charges+HEAL+for loading and unloading etc.,

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

Local - Breweries located in Andhra Pradesh

Non-local - Breweries located outside Andhra Pradesh

Countervailing Duty - for Breweries located outside Andhra Pradesh

*** *** Code for Strength *** *** Code for Status of the Brand

04 - Alcoholic Strength Below 5% (v/v) O - for Own Brands

05 - Above 5% (v/v) to upto 7.5%(v/v) T - for Tie-up Brands

06 - Above 7.5% (v/v) S - for Sub-Lessee Brands

Any other information (attach additional sheets if required).

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

PLACE :

DATE :

SIGNATURE OF CHIEF EXECUTIVE
OF THE BREWERY

OR

AUTHORISED SIGNATORY

NAME:

DESIGNATION:

Note: (1) Brand code should be indicated in case the brand exists in previous rate contract of with Department.

(2) Enclose separate sheets wherever necessary.
DETAILS OF OFFERED BRANDS EXISTING BASIC PRICE AND MRP FOR THE YEAR 2017-18
AND BASIC PRICE OFFERED FOR THE YEAR 2017-18

<table>
<thead>
<tr>
<th>Supplier code/NEW</th>
<th>Offered Category</th>
<th>Name of the Supplier</th>
<th>Size in ML</th>
<th>BRAND DESCRIPTION</th>
<th>AP</th>
<th>TELANGANA</th>
<th>AP</th>
<th>KARNATAKA</th>
<th>TAMILNADU</th>
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<tbody>
<tr>
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<td></td>
<td>EXISTING BASIC PRICE (Rs)</td>
<td>MRP (Rs)</td>
<td>EXISTING BASIC PRICE (Rs)</td>
<td>MRP (Rs)</td>
<td>EXISTING BASIC PRICE (Rs)</td>
<td>MRP (Rs)</td>
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<thead>
<tr>
<th>KERALA</th>
<th>MAHARASHTRA</th>
<th>ORISSA</th>
<th>OTHER STATES</th>
<th>A.P.OFFERED BASIC PRICE FOR THE YEAR 2017-18 (Rs)</th>
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</thead>
<tbody>
<tr>
<td>EXISTING BASIC PRICE (Rs)</td>
<td>MRP (Rs)</td>
<td>EXISTING BASIC PRICE (Rs)</td>
<td>MRP (Rs)</td>
<td>EXISTING BASIC PRICE (Rs)</td>
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<td>14</td>
<td>15</td>
<td>16</td>
<td>17</td>
<td>18</td>
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</tbody>
</table>

* Proof of Basic Price & MRP of brands in respect of Non-Local suppliers shall be submitted.

PLACE: SIGNATURE OF CHIEF EXECUTIVE

DATE: OF THE DISTILERY/ WINERIES.

OR

AUTHORISED SIGNATORY

NAME: DESIGNATION:

Note:

The information shall furnish in the excel format only provided by the Department.
### Annexure-III

#### LOCATION OF THE IMFL DEPOTS:

<table>
<thead>
<tr>
<th>Sl.No</th>
<th>Dep CODE</th>
<th>DEPOT CODE</th>
<th>DEPOT ADDRESS</th>
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<tbody>
<tr>
<td>1</td>
<td>72</td>
<td>KRL</td>
<td>The DEPOT MANAGER, IMFL DEPOT, APBCL, Kurnool, Pandipadu Road, Kalluru Mandal, Kurnool - 518 002 Phone No: 08518 - 230496 Cell: 9949351039 (DM)</td>
</tr>
<tr>
<td>2</td>
<td>73</td>
<td>CTR-I</td>
<td>The DEPOT MANAGER, IMFL DEPOT, APBCL, Chittoor - I, Oddepally Village, Putalappatu Mandal, Chittoor - 517 124 Phone No: 08572 - 270042 Cell: 9949351040 (DM)</td>
</tr>
<tr>
<td>3</td>
<td>89</td>
<td>CTR-II</td>
<td>The CHIEF MANAGER, IMFL DEPOT, APSBCL, S.No.828/A1/B2&amp;839/2, Behind Eenadu Printing Press, Renigunta Road, Tirupati, Chittoor District - 517506 Phone No: 08577 - 2271233 Cell: 9949351058 (DM)</td>
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<tr>
<td>4</td>
<td>74</td>
<td>ATP</td>
<td>The DEPOT MANAGER IMFL DEPOT, APBCL, SOMALADODDI VILLAGE, GEORGEPET, ANANTHAPUR - 515 001 Phone No: 08554 - 277013 Cell: 9949351041 (DM)</td>
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<td>5</td>
<td>75</td>
<td>KDP</td>
<td>The Chief MANAGER IMFL DEPOT, APBCL, IDA RTC WORKSHOP, Buddayapalli Post, Kadapa - 516 002 Kadapa District Phone No: 08652 - 244815 Cell: 9949351042 (DM)</td>
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<tr>
<td>6</td>
<td>76</td>
<td>NLR-I</td>
<td>The CHIEF MANAGER IMFL DEPOT, APBCL Nellore, Deverapalem Village, Nellore Mandal, Nellore - 524 001 Phone No: 0861 - 2399706 Cell: 9949351043 (DM)</td>
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<td>7</td>
<td>77</td>
<td>PRK-I</td>
<td>The DEPOT MANAGER IMFL DEPOT, APBCL, Prakasam Depot, S.N.216, Pernamitta, Near Ongole, Prakasam - 523 001 Phone No: 08592 - 233492 Cell: 9949351045 (DM)</td>
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<tr>
<td>8</td>
<td>91</td>
<td>PRK-II</td>
<td>The CHIEF MANAGER IMFL DEPOT, APBCL, Prakasam – II, Sy.No. 465, 646/1, Narasimhapuram village, Markapuram Mandal, Prakasam District</td>
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<td>9</td>
<td>78</td>
<td>GTR-I</td>
<td>The CHIEF MANAGER IMFL DEPOT, APBCL, GUNTUR-I, Nallapadu Village, Near Loyola Public School, Guntur - 522 005 Phone No: 0863 - 229014 Cell: 9949351046 (DM)</td>
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<tr>
<td>10</td>
<td>79</td>
<td>GTR-II</td>
<td>The Depot MANAGER IMFL DEPOT, APBCL, GUNTUR-II, APSWC Godowns, Tenali, Guntur District - 522 201 Phone No: 08644 - 222630 Cell: 9949351047 (DM)</td>
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<tr>
<td>11</td>
<td>92</td>
<td>GTR-III</td>
<td>The DEPOT MANAGER IMFL DEPOT, APBCL, GUNTUR - III, Vinukonda Road, Near Pearls Kalyana Mandapam, Narsaraopet, Guntur District Phone No: 08647 - 230500 Cell: 9949351052 (DM)</td>
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<td>KRI-I</td>
<td>The CHIEF MANAGER IMFL DEPOT, APBCL, VIJAYAWADA-I, D.No.23-105, 106, Gollapudi, facing NH-9 Vijayawada, Krishna Dist. - 520 007 Phone No: 0866 - 2555970 Cell: 9949351048 (DM)</td>
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<td>82</td>
<td>W.G.-I</td>
<td>The DEPOT MANAGER IMFL DEPOT, APBCL, West Godavari - I, Govt. Distillery Compound, D.No.6-161, Chagallu, West Godavari Dist. - 534342 Phone No: 08813 - 271417 Cell: 9949351050 (DM)</td>
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<td>W.G.-II</td>
<td>The CHIEF MANAGER IMFL DEPOT, APBCL, West Godavari - IIM R C Buildings, Guntur Road, Eluru, West Godavari - 534 001 Phone No: 08812 - 240059 Cell: 9949351060 (DM)</td>
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<td>16</td>
<td>83</td>
<td>E.G.-I</td>
<td>The DEPOT MANAGER IMFL DEPOT, APBCL, East Godavari - I, VDO's Training Centre, Samalkot, East Godavari - 533 440 Phone No: 0884 - 2327369 Cell: 9949351051 (DM)</td>
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<tr>
<td>18</td>
<td>93</td>
<td>E.G.-III</td>
<td>The DEPOT MANAGER, IMFL DEPOT, APBCL, East Godavari - III, C/o Rajkrishna Enterprises, Near Taluq Office, Amalapuram, East Godavari - 533 201 Phone No: 08856 - 237478 Cell: 9949351062 (DM)</td>
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<tr>
<td>19</td>
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<td>VSP-I</td>
<td>The DEPOT MANAGER IMFL DEPOT, APBCL, Visakhapatnam - I, SY.NO.118/1, VELLANKI (V), ANANDAPURAM MANDAL, Vishakhapatnam - 530049 Phone No: 0891 - 252700 Cell: 9949351053 (DM)</td>
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<td>VSP-II</td>
<td>The CHIEF MANAGER IMFL DEPOT, APBCL Visakhapatnam - II, S.No.77, Jerripothulapalem, Via Chintalagatta Post, Vishakhapatnam - 531035 Phone No: 0891 - 2001330 Cell: 9949351054 (DM)</td>
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<td>VZM</td>
<td>The DEPOT MANAGER IMFL DEPOT, APBCL, S.No. 73 &amp; 74, Before Railway Gate, Nellimerla Village, Vizianagaram - 531 217 Phone No: 08922 - 244241 Cell: 9949351056 (DM)</td>
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<td>22</td>
<td>88</td>
<td>SKLM</td>
<td>The Chief MANAGER IMFL DEPOT, APBCL, Srikakulam - 532 402 Phone No: 08942 - 281137 Cell: 9949351057 (DM)</td>
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<tr>
<td>23</td>
<td>94</td>
<td>NLR-2</td>
<td>The Manager, APSBCL, Vakativarikandriga (village), Ozili (sub post), Ozili (Mandal), SPSR Nellore District - 524402.</td>
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<tr>
<td>24</td>
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<td>KDP-2</td>
<td>The Depot Manager, IMFL Wholesale Depot, Old Andhra Cotton Mills Compound, Mydukur Road, Proddatur - 516360. Kadapa District.</td>
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# LIST OF INTEGRATED / PROHIBITION AND EXCISE CHECK POSTS

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<tr>
<th>S.NO</th>
<th>DISTRICT</th>
<th>INTEGRATED CHECK POSTS</th>
<th>PROHIBITION &amp; excise CHECK POSTS</th>
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