

AGREEMENT WITH SUPPLIER (SELLER) OF FOREIGN LIQUOR

This agreement made and executed at Bhubaneswar on this day of between Odisha State Beverages Corporation Limited (OSBCL), a State Government Undertaking registered under the provisions of the Indian Companies Act, 1956, having its registered office at 2nd Floor, Fortune Towers, Chandrasekharapur, Bhubaneswar - 751023 represented by its Managing Director, (or any other authorized officer) called as the Corporation, (here in after referred to as the “PURCHASER”) which expression shall unless repugnant to the context or meaning thereof shall mean and include its successors in interest and permitted assign of the **ONE PART**

And

M/s.a Company/ Firm registered under the Companies Act and situated at..... represented by the Managing Director or the authorized officer of the said Company or Firm represented by its partner hereinafter called as the SUPPLIER (SELLER) which expression, unless repugnant to the context or meaning thereof, shall mean and include its successors in interest and permitted assigns of the **OTHER PART**.

Whereas the Government of Orissa, by Act No. 9 of 2000 published in the Orissa Gazette on 04.10.2000 and in the Notification No. 514 dt. 30.01.2001 published in the Orissa Gazette on 31.01.2001, and Section 19 of the Odisha Excise Act, 2008 conferred exclusive privilege of supplying, by wholesale, Foreign Liquor (FMFL), India Made Foreign Liquor (IMFL), Wine, Beer and Country Liquor;

Whereas the Corporation (Purchaser) intend to purchase ENA based Foreign Liquor (FMFL), India Made Foreign Liquor (IMFL), Wine, Beer and Country Liquor in wholesale for ultimate sale of the same to the retail licensees in the whole of the State of Odisha at its designated depots;

Whereas the Supplier (Seller) has offered for the supply of ENA based Foreign Liquor (FMFL), India Made Foreign Liquor (IMFL), Wine, Beer and Country Liquor to the Corporation (Purchaser), by quoting their prices for their products and whereas the Supplier (Seller) has further agreed to supply ENA based Foreign Liquor (FMFL), India Made Foreign Liquor (IMFL), Wine, Beer and Country Liquor at the rate finalised by the Purchaser (approved by the PFC) and duly indicating the Offer Prices, which is the F.O.R. destination price and it includes all levies and expenses till the consignment is received at the depots of the Corporation (Purchaser), unloaded and stacked at his own risk excluding Import Fee, Excise Duty/Countervailing Duty/Vend Fee and any other tax or duty that may be imposed by the appropriate authority;

Whereas the Purchaser accepts the offer and wishes to procure from time to time depending on the demand for the supply of Brands at the rates indicated at **Annexure-2** subject to the terms and conditions mentioned at **Annexure-1**;

Whereas the Supplier (Seller) agrees to enter into fresh agreement with the Corporation (Purchaser), if and when the former has any new brand or label or pack size launched with the offer price(s) fixed in due manner, for sale of the said new brands to the Purchaser at the said duly fixed offer prices as in the **Annexure-2** of the said fresh agreement which will remain valid till 31st March of

the ongoing financial year or till expiry of the validity period of the label registration whichever is earlier subject to the terms & conditions mentioned at **Annexure-1**;

Whereas in the event of revision of price of an existing brand or an existing pack size during the period of agreement in force, an addendum to the said agreement in force will be signed by both Corporation (Purchaser) and Supplier (Seller) to the extent of such revision of price having the same mentioned in a fresh **Annexure-2** to the said addendum;

Whereas the said price schedule as at **Annexure-2** duly signed and submitted by the Supplier (Seller) along with their offer shall be construed as acceptance of all the terms and conditions specified therein which shall be read as part and parcel of this agreement;

Whereas the Purchaser has the right to take advance for the Import Fee and the Excise Duty/Countervailing Duty/Vend Fee from the Supplier (Seller) in shape of temporary security deposit;

Therefore, subject to the terms and conditions described in Annexure-1, it is hereby agreed to by and between the parties as follows:

VALIDITY OF THE RATE CONTRACT

This Contract comes into force with immediate effect and shall be valid till 31.03.2019. However, this Contract may be extended for a further maximum period of one year beyond 31.03.2019 with the mutual consent of both the parties.

MISCELLANEOUS

Unless otherwise specifically agreed to in writing, any concession shown by the parties to this agreement by one to the other shall not prejudice their individual rights under this Agreement.

This Agreement has been executed in two copies, the original remains with the Corporation (Purchaser) whereas the second copy will remain with the Supplier (Seller). By signing this Agreement both parties i.e. the Corporation (Purchaser) and the Supplier (Seller) agreed to abide by these present.

This agreement consists of these presents and the terms and conditions at **Annexure-1** and the finalised Price schedule of OSBCL at **Annexure-2** which shall form part of this Agreement. The provisions of the Liquor Sourcing Policy issued by the Purchaser from time to time not inconsistent with this agreement shall also form part of this agreement. In case of omission of any provision of the extant Liquor Sourcing Policy in the terms and conditions (**Annexure-1**) of this agreement or contradiction of any term/condition of the Agreement with that of the extant Sourcing Policy, the extant Sourcing Policy will prevail over the Agreement.

IN WITNESS WHERE OF THE PARTIES here to have signed this agreement on the day and year first written above.

SUPPLIER (SELLER)

**For and on behalf of the
OSBCL (PURCHASER)**

Witnesses-

Witnesses-

1.

1.

2.

2.

TERMS AND CONDITIONS

1. GENERAL:

A. Corporation (Purchaser): - Means the Odisha State Beverages Corporation Ltd. (in short OSBCL) (A Govt. of Odisha Undertaking) having its registered office at 2nd Floor, Fortune Towers, Chandrasekharpur, Bhubaneswar - 751023.

B. Supplier (Seller): - Supplier (Seller) wherever they appear in the agreement hereinafter means the person, firm or Company or Corporation, who is registered with the OSBC, the Purchaser, and offers to supply their goods to the Corporation (Purchaser) for ultimate sale to the licensed retailers.

C. Brands: - Different types of Whisky, Rum, Brandy, Gin, Vodka, Wine, Beer, Country Liquor (CL) and similar products purchased by the Corporation from the registered Suppliers (Sellers) under different names (labels) as approved by the Excise Commissioner, Odisha and sold in the market.

D. Offer Price: Price at which the Supplier (Seller) offers to sell its FMFL/IMFL/Wine/Beer/CL products to the Corporation, which is the F.O.R. destination price that includes all expenses of the Supplier (Seller) towards package, freight, insurance, EAL fee, label registration fee, license fee, Export fee etc. and taxes, if any, other than Import Fee and State Excise Duty/ Countervailing Duty/ Vend Fee and any other tax or duty that may be imposed by the appropriate authority till the consignment is received at the depots of the Corporation (Purchaser), unloaded and stacked at his own risk. The Offer Price when approved by the Price Fixation Committee of the Corporation constituted by the Government in Excise Department becomes approved Offer Price for the supplier (Seller).

E. Landing Cost: The Import Fee (as per Government Policy in the relevant year) added to Offer Price, but other than State Excise Duty/ Countervailing Duty/ Vend Fee.

F. Purchase Price: This is Landing cost + applicable Excise Duty/ Countervailing Duty/ Vend Fee.

G. Additional Rounding Off License Fee (AROLF): It is the rounding off of MRP to next Rupee 5. This AROLF amount is to be passed on to the State Government after the same is collected from retailers.

H. Sales Price: The price at which OSBCL sells FMFL/ IMFL / wine/ Beer/ CL to the licensed vendors (retailers) excluding VAT and TCS. Thus, Sales Price is the Landing cost + Excise Duty + OSBC's Profit Margin + AROLF.

I. Case: Package generally containing 9 numbers of bottles of 1000 ml. each **OR** 12 numbers of bottles of 750 ml. each (quarts) **OR** 24 numbers of bottles of 375 ml. each (pints) **OR** 48 numbers of bottles of 180 ml. each (nips) **OR** 96 numbers of bottles of 90 ml. each in case of IMFL **and** 12 numbers of bottles of 650 ml. each **OR** 24 numbers of bottles of 330 ml. each **OR** 24 canes of 500 ml. each in case of Beer **and** 25 numbers of bottles of 200 ml. each **OR** 30 numbers of bottles of 300 ml each **OR** 15 numbers of bottles of 600 ml each in case of Country Liquor **OR** any other pack sizes as and when duly approved by Excise Commissioner and introduced.

J. India Made Foreign Liquor (IMFL): Means liquor produced, manufactured or compounded in India and made in colour and flavour to resemble Gin, Brandy, Vodka, Whisky or Rum imported from foreign countries into India and includes "milk punch" and other liquors consisting of or containing any such spirits, but does not include foreign liquor and such other intoxicants as may be declared by the State Government to be India Made Foreign Liquor.

K. Foreign Liquor (FMFL): Means every liquor imported into India, other than India made foreign liquor and country liquor and such other intoxicants as may be declared by the State Government to be foreign liquor.

L. Country Liquor (CL): Means all liquor produced or manufactured in India other than foreign liquor and India made foreign liquor and includes-

- (i) Plain spirit which has been made in India from materials recognized as bases for country spirit, like rice, gur, treacle or molasses, and on which duty has not been imposed at the rate fixed for importation of spirit into India.
- (ii) tari or toddy,
- (iii) all fermented liquors made from mohua, rice, millet or other grain according to indigenous processes, and
- (iv) such other intoxicants as may be declared by the State Government to be country liquor.

M. Beer: Means any liquor prepared from malt or grain with or without addition of sugar and hops and includes black beer, ale, stout, porter and such other substance as may be specified by the State Government.

N. Goods: Different brands/products of FMFL/ IMFL / wine/ Beer/ CL.

O. Registration Fee: Supplier has to deposit Rs.1,00,000/- (Rupees One Lakh) as non-refundable yearly Registration Renewal Fee in shape of A/c Payee Demand Draft from any Nationalised Bank in favour of “**OSBC Ltd.**” payable at Bhubaneswar..

P. Security Deposit: Supplier has to deposit one time refundable security deposit of Rs. 10,00,000/- (Rupees Ten Lakh) in shape of **A/c Payee** Demand Draft from any nationalized Bank in favour of “**OSBC Ltd.**” payable at Bhubaneswar, which shall not carry any interest at the time of refund.

Q. Government: Means Government of Odisha or Government of India as may be applicable and understood contextually.

R. Act: Means the Odisha Excise Act, 2008 and as amended from time to time.

S. Rule: Means the Odisha Excise Rules, 2017 and as amended from time to time.

The words and expression used but not defined in this Agreement shall have the same meaning as respectively assigned to them in the Act or in the Rule or in the Excise Policy or in the Liquor Sourcing policy.

2. OFFER PRICE

i) The suppliers (sellers) who have been registered and are interested and agreed in depositing further security, offer firm price for those products which they want to market in Odisha .

ii) The prices offered by the supplier (seller), after their approval by the Price Fixation Committee constituted by the Govt. in Excise Department shall be valid till revision. However, the Purchaser may permit the revision of prices consequent upon variation in price of the input materials as well as change in prices of such brands in the neighboring States. The decision of the Price Fixation Committee with respect to change in prices of the different products shall be binding on the suppliers (sellers).

iii) The suppliers (sellers) can apply for revision of their offer prices after depositing Rs.10, 000/- (Rupees Ten Thousand) only per brand as processing fee. The Offer Price revision is subject to the approval by the Price Fixation Committee (PFC) on consideration of various cost factors affecting landing cost and the market condition.

iv) The suppliers (sellers) are required to declare the prices (Offer Price/EDP/Ex-factory price and MRP) for their brands prevalent both in neighbouring states of Odisha and other States as well through affidavit. They will submit fresh declaration with regard to change in prices of the brands in the neighbouring States. The fresh declaration with regard to change in prices is also to be submitted in the form of affidavit.

v) The prices quoted should be F.O.R. destination, which is inclusive of

all taxes and levies (Excluding State Excise duty/ Countervailing Duty/ Vend Fee) and CST (if any), packing, forwarding charges, freight, insurance, brand registration fee, licence fee etc. The supplier (seller) has to incur the entire expenditure till the consignment is received at the destination i.e. designated depots of the Purchaser or any other location within Odisha as specified in the Import/Transport Pass.

vi) The prices (F.O.R. destination) quoted should be rounded off to the nearest rupee and shall be uniform irrespective of the location of the destination/depot within Odisha.

vii) The supplier (seller) shall quote the price only for the brands the labels of which have been approved by the Excise Commissioner, Odisha as on the date of submission of offer price and which remains valid for the entire period of the contract. He shall give a declaration of the list of brands of liquor which the supplier will manufacture himself and the brands of liquor which he will not manufacture but get manufactured by other licensed manufacturer for him to supply to OSBCL.

viii) The supplier (seller) shall indicate the status of ownership of the brands which he has offered for sale and in case the brand is not manufactured by him, he shall clearly specify that a valid agreement between the licensed manufacturer of the said brand of liquor and the supplier (seller) is existing for manufacture of the said brands by the manufacturer and for its supply by the supplier (seller) to OSBCL i.e. the Purchaser. **The supplier (seller) only will raise invoice on OSBCL** In case the manufacturer, who is not the supplier (seller), dispatches the said brands of liquor from his factory premise to OSBCL and raises invoice, he/she shall clearly specify that **“The invoice is raised for and on behalf of <Supplier> and the payment of the invoiced amount to be made to <Supplier>”** and the Supplier shall countersign the said invoices under his seal and signature. The payment for all supply shall be made by OSBCL to the supplier only and not to the manufacturer. The OSBCL will in no way be responsible or be a party to any dispute arising inter-se between the supplier and

the manufacturer in connection with any legal or commercial with regard to payment/non-payment/outstanding payment etc nor OSBCL will be liable to make any payment to the manufacturer under any circumstances. The OSBCL will not entertain any claim from the manufacturer. On the other hand, the supplier shall indemnify OSBCL from any loss, if any, that may arise out of such dispute.

ix) The suppliers (sellers) shall submit the prices for their products on competitive basis keeping in view the existing prices of similar segments/brands of the competitors in Odisha market.

3. LOADING & UNLOADING

It is the responsibility of the supplier (seller) to engage labourers for unloading of their stock/consignment and stacking them properly in the godowns/depots of the Corporation (Purchaser) and he will pay the unloading charges directly to the labourers at the rate negotiated by them. The entire expenditure towards unloading and stacking of stock shall be borne by the supplier. The Retailers shall at their own risk load their purchased stock from the godown of OSBCL engaging labourers at their level by paying the loading charges at the rate negotiated by them. However, both loading and unloading will be closely supervised by godown staff.

4. IMPORT PASS / TRANSPORT PASS

i) In respect of the suppliers (sellers) located both inside and outside the State of Odisha, the consignments have to be dispatched under valid import pass or Transport Pass as may be applicable issued in the name of M/s. Odisha State Beverages Corporation Ltd. by the competent authority. Import of Foreign Liquor (FMFL), India Made Foreign Liquor (IMFL), Wine, Beer and Country Liquor into the State of Odisha from the other States involves remittance of the statutory levies to the Govt. of Odisha at the prevailing rates.

ii) Before the Import Pass/Transport Pass is delivered, the suppliers (sellers) both inside and outside Odisha have to pay in advance the money

equivalent to the Import Fee and the Excise Duty/Countervailing Duty/Vend Fee to the purchaser as temporary security to obtain the Import Pass/Transport Pass for transportation of the liquor to the designated depots. The purchaser will settle the advanced amount paid as temporary security towards the Import Fee and the Excise Duty/Countervailing Duty/Vend Fee with the regular invoice amount which would be settled after the sales either in whole or in part. Any amount when held to be due towards fee/duty/tax towards past transactions, the same will be recovered from the supplier (seller) or adjusted from the payments to be made to the supplier (seller).

iii) The purchaser will ordinarily deliver Import Passes/ Transport Passes based on the actual sales during the previous month by adopting the formula {1.5 times of sales in the last month (-) minus Closing Stock (-) minus pending Order}. In respect of stock to be imported from the Distilleries / Breweries situated outside the State, two times of sales in the previous month will be taken into account instead of 1.5 times in the above formula.

5. PACKING

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

ii) in respect of stocks of Foreign Liquor (FMFL), India Made Foreign Liquor (IMFL), Wine, Beer and Country Liquor imported from outside the State and procured from within the State, all the bottles are to be affixed with Polyester based or Paper based Hologram called Excise Adhesive Labels (EAL) supplied by the Excise Commissioner, Govt. of Odisha failing which the supplier (seller) shall be liable to pay penalty to the Govt. as per the extant Excise Policy. The competent authority may also initiate legal action as deemed proper for such default.

iii) Any damage and breakage of the goods supplied due to defective and improper packing, short filled bottles and also due to the manufacturing defect

shall not be considered for payment and debited/adjusted from the account of the supplier (seller).

6. DOCOCUMENTS ACCOMPANYING THE CONSIGNMENT

6.1 The Supplier shall send the following documents along with the consignment.

- i. The original copy of Import Pass / Transport Pass.
- ii. The original copy of Export Pass / Passes (in case of supply from outside State).
- iii. Dispatch Note generated from online system of OSBCL.
- iv. 3 copies of the invoice (one copy to be directly dispatched to OSBCL Head Office at Bhubaneswar either through e-mail or through reputed courier agency) to be issued on the day of dispatch of goods.
- v. Chemical Analysis Report.
- vi. A copy of e-way bill (In case of supply from outside State).
- vii. Lorry Receipt / Transporter Copy.

7. DELIVERY SCHEDULE

i) The supplies should be made as per the strict conformity to the delivery schedule indicated in the Purchase Order and in the body of the Import Pass/Transport Pass as the case may be. The stock should be delivered during the working hours of the Depot and on the working days only. The address of any location mentioned may undergo change and the purchaser may open additional depots and include the same in the list.

ii) The purchaser does not receive stocks at the depot during holidays. In case the consignment arrives at the depot on a holiday 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 (seller). The purchaser reserves the right to order any quantity for any depot.

iii) In respect of brands with low volume of sales the purchaser will

consider the eligibility depot-wise/brand-size/pack-size wise to meet the requirements. The supplier (seller) should, as requested by the purchaser, shift the stocks from one depot to another at its own cost and risk. The closing stocks of any brand at any depot shall not normally exceed the quantity anticipated to be sold in 15 days.

iv) The movement of consignment shall not be deviated from the route prescribed in the Import Pass/Transport Pass.

v) The entire quantity of consignment covered under the Import Pass/Transport Pass required to be transported direct to its destination and shall not be broken in transit.

8. RESPONSIBILITY OF SUPPLIER (SELLER)

- a. The responsibility for all legal and financial implication arising out of the delay in dispatch or delay in reaching the destination depot or deviation from the terms and conditions of the Import Pass/Transport Pass issued by the Competent Authority shall rest on the supplier (seller). Consequently, the supplier (seller) shall ensure the following at his risk and responsibility.
- b. The consignment shall be dispatched from the Distillery/ Brewery sufficiently in advance before the expiry of the import pass/transport pass issued by the Competent Authority. The goods shall be dispatched on the same day as that of the raising of the Invoice as evidenced by the Dispatch note.
- c. The consignment should reach the destination depot and delivery affected before the expiry of the Validity of the Import Pass/Transport Pass.
- d. The consignment should travel exactly along the route prescribed in the Import Pass/Transport Pass and there shall be no deviation there from. The purchaser shall not be held responsible for any action taken by the

Excise authorities for violation of the terms and conditions of the Import Pass/Transport Pass or other relevant rules. The entire responsibility shall rest on the supplier (seller) in this regard. The purchaser will not be responsible for any consequences upon the default of the supplier (seller) in this regard and delays, if any, in unloading the stock at the destination/Depot as a result of the complications arising out of the deviations mentioned above or otherwise. The purchaser shall not be responsible to refund the advance paid towards import on consignments, which are ordered to be confiscated by the Excise Commissioner, Government of Odisha or any other Competent Authority as a consequence of deviation from the terms and conditions of the Import pass/Transport pass.

- e. That in case the supplier (seller) is not in a position to dispatch the goods sufficiently in advance of the expiry of the Import pass/Transport pass, he shall report the matter to the Chief Operating Officer of M/s Odisha State Beverages corporation Ltd., the Purchaser, so as to reach him at least four days before the expiry of the Import pass/Transport pass along with the pass/passes in original and certificate of non-utilization issued by the Excise supervisory Officer in charge of the Distillery/Brewery explaining the reasons. The purchaser may thereupon seek extension of the validity as may be required depending upon the circumstances of the case.
- f. The Purchaser shall charge Processing Fee towards extension of validity of the non-executed Import Pass/Transport Pass as the case may be at the following rates;
 - i. Rs. 5000/- per Pass if validity period to be extended within 3 (three) months period from the date of issue of the Import Pass/Transport Pass.
 - ii. Rs. 10,000/- per Pass if validity period to be extended after 3 (three) months and up to 6 (six) months from the date of issue of the Import Pass/Transport Pass.

- iii. After expiry of 6 (six) months from the date of issue of the Import Pass/Transport Pass, the Purchaser shall not receive any request for extension.

- g. It shall be the responsibility of the supplier (seller) to ensure due compliance of all laws, rules & regulations and instructions including in particular the provisions of Odisha Excise Act, 2008 and rules made hereunder. The supplier (seller) shall indemnify the purchaser against all losses and inconvenience caused to the corporation in the context of violation of any laws, rules & regulations and instructions or accident caused to the goods in transit.

- h. The supplier (seller) shall make adequate arrangements for transport and delivery of consignment at the designated depots. In case of any accidents en-route the supplier (seller) should immediately lodge a complaint before the police station having jurisdiction. Simultaneously the Corporation shall be informed of the accident immediately by the quickest mode of communication. The supplier (seller) shall procure and produce all relevant documents in proof of the accident in case revalidation of passes and any other legal formalities are to be complied with.

- i. The supplier (seller) shall make all necessary and required arrangements for prevention of large scale breakages / damages during transit by incorporating suitable terms and conditions in their contract with the transporter.

- J. The supplier (seller) shall remain liable to furnish standard information as may be required by the purchaser from time to time, failing which it shall be treated as non-submission of the information against which the purchaser shall be at liberty to take suitable action.

9. QUANTITY OF PURCHASE FOR SUPPLY

(i) The purchaser will be under no obligation to procure any specified minimum quantities of any brand of Foreign Liquor (FMFL), India Made Foreign Liquor (IMFL), Wine, Beer and Country Liquor during the period of currency of the contract. The Quantity to be procured from time to time shall be decided by the purchaser based upon the demand for the product. Further, the purchaser shall not be under any legal compulsion to procure all or any brands produced by a particular supplier (seller), simply because they have signed this Agreement and have made an offer.

(ii) Stocks received in good and perfect condition shall alone be accepted. The cost of breakages in transit/unloading/storage shall be borne by the supplier (seller). Stocks, which are found defective in packing or in quality or in quantity (short filled bottle) or any other aspects during verification at the time of delivery, shall be rejected summarily and these rejected stocks shall be disposed of as per the rules laid down by the purchaser.

10. TERMS OF PAYMENT

- (i) The Supplier (Seller) shall be paid to the extent of Sale only.
- (ii) The payment for the items sold at Depots to retailers with effect from 1st April, 2018 will be made in accordance with the **Clause 2.4.2 of the Excise Policy, 2018-19**, among others..
- (iii) The supplier (seller) shall extend all necessary assistance to the purchaser for liquidating the stocks of Foreign Liquor (FMFL), India Made Foreign Liquor (IMFL), Wine, Beer and Country Liquor (CL) being sold to the licensed retailers.
- (iv) Payments will be made to the supplier normally after the 45th day from the date of sale of the stocks
- (v) The Corporation may make payments to the supplier earlier than

45th day of sales to the retailers availing the following cash discount on Offer Prices.

- (a) 1.5 percent for payment made within 15 days from the date of sale to the retailers.
 - (b) 1 percent for payment made between the 16th and 30th day from the date of sale to the retailers
 - (c) 0.5 percent for payment made between 31st and 45th day from the date of sale to the retailers.
- (vi) The supplier has to give one cancelled cheque to capture the Bank Account details for payment by the purchaser through NEFT/RTGS towards sale proceeds, otherwise the payment shall be made through cheque in the name of the supplier (seller) and date of issue of cheque shall be considered as the date of payment to the concerned supplier.
- (vii) The supplier (seller) shall raise the Invoice strictly as per the description of the goods and the consolidated rate mentioned in the Import Pass/ Transport Pass without any breakup.
- (viii) The Corporation shall collect stock holding charge of ₹1/ (Rupees one) only per case per day for those stocks which remain in the Corporation godown for more than 120 days from the date of receipt from the Supplier. The charge will be collectible from the day following the day on which the stock completes 120 days of its non-removal from the godown on sale. However, the Corporation shall not collect any stock holding charge from the day following expiry of the stock.
- (ix) The Corporation will take steps for destruction of the stocks of India Made Foreign Liquor (IMFL) which are more than 3 (three) years old and Foreign Liquor (FMFL) which are more than 5 (five) years old from the date of their manufacture by following the approved procedure. The said stocks shall not be returned to the suppliers nor

any compensation will be payable to him for the quantity destroyed. Further, the supplier shall bear the cost of such destruction.

- (x) Beer which is more than 6 months old from the date of manufacture shall be destroyed by the purchaser after obtaining the permission of the Excise Commissioner. The expenditure to be incurred for destruction of Beer shall be borne by the supplier (seller).
- (xi) The warehouse losses due to breakages and other reasons will be wholly borne by the Suppliers (Sellers) who will participate in joint verification at least once in every quarter.
- (xii) In case a registered supplier (seller) is found to be not doing business with the Purchaser i.e. OSBCL for more than one year, the Purchaser shall be at liberty to de-list such supplier (seller) from its list of registered suppliers and forfeit the security deposit paid by it to the Purchaser at the time of its registration, after issue of three letters and a show cause notice, with the approval of the Chairman. Evidence of dispatch by Regd. Post with A.D. or by Courier Service or by e-mail either to the authorized person of the Company or to its Corporate Office shall be an admissible evidence for taking the final decision for delisting the name and forfeiting the security deposit.
- (xiii) As per the extant Excise Policy, if there is any increase in the rate of Excise duty/Countervailing Duty/Vend Fee, the enhanced/differential Excise Duty will be realized on sales and the differential Excise duty/Countervailing Duty/Vend Fee amount will be deposited with Government. Further, if there is any decrease in Excise duty/Countervailing Duty/Vend Fee, the differential Excise duty/Countervailing Duty/Vend Fee amount will not be refunded to the Supplier as the Excise Duty/Countervailing Duty/Vend Fee amount has already been deposited with Government prior to revision of Duty.

11. QUALITY AND SUPPLY CONDITIONS

The supplier (seller) shall ensure that the FMFL/IMFL/wine/Beer/CL supplied against the Import Passes/Transport Passes delivered by the purchaser shall in particular conform to the following requirements.

- A) Beer shall be supplied within 60 days, 75 days and 150 days from the date of manufacture by the Supplier (Seller) when sourced from within the State, outside the State and across the customs Border of India respectively. The supplier who violates this condition shall be imposed penalty as considered fit by the Managing Director.
- B) All the FMFL/IMFL/Wine/Beer/CL shall be supplied in new glass bottles / Cans as far as practicable.
- C) Bottles used for bottling of FMFL/IMFL/Wine/Beer/CL shall be sealed with caps of reputed manufacturers.
- D) All the FMFL/IMFL/Wine/Beer/CL shall be clear and transparent liquids free from sediments and other particles.
- E) Freedom from harmful ingredients – All FMFL/IMFL/Wine/Beer/CL shall be free from harmful ingredients.
- F) **Maturity:** Freedom from added colouring material – All Foreign Liquor and Beer shall be free from added colouring material except caramel. Rum without colouring material shall be called White Rum & Gin shall be clear and free from added colour and shall not develop any turbidity on being diluted with water.
- G) Rum and Whiskies, when labeled, 'Matured' shall be a blend of spirits matured for not less than three months in suitable containers.
- H) The brands of whisky, rum, gin, brandy, Vodka, table wine, fortified wine, beer etc. shall compare to the Bureau of Indian Standards specification, as per the latest revision and in case of imported brands,

the standards specified in the country of origin or accepted international standards.

- l) **Pasteurization:** -Bottled or canned Beer shall be effectively pasteurized. The quantity of the Foreign Liquor and Beer shall not fall below the standards specified by the Bureau of standards, Govt. of India. The chemical Examination Certificate shall be sent to the purchaser always with dispatch of each batch and consignment. The Examiner/Authority recognized in the State of Odisha shall duly authenticate such chemical examination certificate. The purchaser also reserves the right to periodically subject the supplies (sellers) to chemical examination for verification of standards. If it is found during such examination that the stock supplied do not conform to the prescribed Standards, the purchaser will not be liable to make any payment to the supplier (seller) in respect of such stocks. Further the supplier/seller shall comply with the orders passed by the competent authority. In respect of supply, which are found to be below the prescribed standards, the supplier (seller) shall indemnify the purchaser from all loss or damages sustained by the purchaser. For the Foreign Liquor not conforming to the standards, the supplier (seller) alone is responsible for all consequences due to subsequent supply of the goods to the retailers and others under the laws of Govt. of Odisha. The purchaser reserves the rights not to place any procurement order with such supplier (seller).

12. The warehouse losses due to breakages and other reasons will be wholly borne by the suppliers (sellers) who will participate in joint verification in every quarter and at the time of annual audit.

13. WITHDRAWAL OF THE OFFER

If the offer is withdrawn within one year of the contract, the purchaser shall be at liberty to cancel the contract, forfeit the security deposit and also recover

from the supplier (seller) the extra loss incidental to the breach of contract on the part of the supplier (seller).

14. GENERAL

1. The purchaser shall not be responsible for any postal delays.
2. The contract is ordinarily not assignable by either party.
3. Furnishing of incorrect information shall entitle the purchaser to forfeit the security deposit and blacklist the supplier (seller).

15. NON-WAIVER

Failure of the purchaser to insist upon strict performance of any of the terms and conditions thereof or failure or delay to exercise any rights or remedies provided herein or by law or the acceptance of or payments for any goods, shall not release the supplier (seller) from any of the warranties or obligations of the contract and shall not be deemed to be a waiver of any rights of purchaser.

16. PREJUDICIAL ACT

If during the currency of the contract the supplier (seller) 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 purchaser or the Government of Odisha or found-

- a) Offering illegal gratification of any kind including a bribe, reward or advantage etc. pecuniary or otherwise to any officer or employee of the purchaser.
- b) Indulging in any malpractice such as forgery, falsification or fabrication of any documents, bills, vouchers, delivery challans etc. or introduction of any liability in connection with the supply of FMFL/IMFL/Wine/Beer/CL, which amounts to an offence punishable under Indian Penal Code or any other enactment.

Further, the purchaser, without prejudice to other legal rights, shall have the rights to terminate the contract forthwith, ban the supplier (seller) temporarily

or permanently, forfeit the security deposit and such other amounts as may be lying with the purchaser besides initiating other appropriate action. All losses that may be incurred by the purchaser in this regard shall be recoverable from the supplier (seller).

17. TERMINATION OF CONTRACT

The purchaser reserves the right to terminate the contract with one month notice without assigning any reason.

The supplier (seller) shall abide by the provisions of Odisha Excise Act, 2008 or any other law in force and rules made there under from time to time and Liquor Sourcing Policy in force and any other relevant enactment like the Standards of Weights & Measures Act, 1976 (Enf.) Act. 1986 and Packaged Commodities Regulations, 1975 etc. The supplier (seller) 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 the sole responsibility of the supplier (seller). Any losses/damages suffered by the purchaser due to the lapse on the part of the supplier (seller) for not complying with any of the rules will be made good by the supplier (seller).

18. FORUM FOR LEGAL PROCEEDINGS

Courts at Bhubaneswar alone shall have jurisdiction to deal with any suit or other legal proceedings arising from or relating to the contract.

19. INSPECTION

The purchaser or its authorized representative shall have the right to inspect, test and expedite supply or get inspected, tested and expedite the supply of goods at works of the supplier (seller) or at any other place as decided by the purchaser.

20. CONTRACT MODIFICATION

The Managing Director of M/s. Odisha State Beverages Corporation Ltd. (OSBCL) reserves the right to modify any or all of the terms of contract including payments with the consent of the supplier (seller).

SUPPLIER (SELLER)

**For and on behalf of the
OSBCL (PURCHASER)**

Witnesses-

1.

2.

Witnesses-

1.

2.

ANNEXURE- 2

Price(s) at which the OSBCL has agreed to purchase from the Supplier (Seller) and the Supplier (Seller) has agreed to sell to the OSBCL at the time of execution of this Agreement.

Sl. No.	Brand Name	Pack Size (in ml)	Strength (in v/v)	Strength (in degree proof)	Offer Price Per Case (Rs)	Category (IMFL / FMFL / Wine/ Beer/ CL)	Source (Inside/ Outside)	No. of bottles per Case	To be issued to (Civil / Defence)
1									
2									
3									
4									
5									
6									
7									
8									
9									
10									

SUPPLIER (SELLER)

**For and on behalf of the
OSBCL (PURCHASER)**