

AGREEMENT WITH COMPANIES FOR SUPPLY OF LIQUOR IN THE STATE OF ODISHA

2015-2016

An agreement between Suppliers of Foreign Liquor, Beer & Country Spirit & Odisha State Beverages Corporation Limited for the financial year 2015-2016

AGREEMENT WITH SUPPLIER (SELLER) OF FOREIGN LIQUOR

This agreement made and executed at Bhubaneswar on this day of.....between Odisha State Beverages Corporation Limited, a State Government Undertaking registered under the provisions of the Indian Companies Act, 1956, having its registered office at 9th floor, IDCO Tower, Sahid Nagar, Bhubaneswar-751022 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.....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 4.10.2000 and in the Notification No 514 dt 30.1.2001 published in the Orissa Gazette on 31.1.2001, conferred exclusive privilege on the Purchaser to conduct wholesale trade in India Made Foreign Liquor (IMFL), Foreign Made Foreign Liquor (FMFL), Wine, Beer and Country Spirit.

Whereas the Corporation (Purchaser) intend to purchase ENA based Indian Made foreign Liquor (IMFL), Foreign Made Foreign Liquor (FMFL), Wine, Beer and Country Spirit 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 IMFL/ FMFL /Beer/ Country Spirit to the Purchaser, quoting their prices for their products and whereas the Supplier (Seller) has further agreed to supply ENA based IMFL/FMFL/BEER at the rate finalized by the Purchaser and duly indicating the landing costs at the depots of the Purchaser which includes all levies and expenses except Excise duty 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 in Annexure-2 subject to the terms and conditions mentioned in **Annexure-1**;

Whereas the Supplier/Seller agrees to enter into fresh agreement with the 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 and conditions mentioned in **Annexure-1**;

Whereas in the event of revision of price of an existing brand or an existing pack size of an existing brand during the period of agreement in force, an addendum to the said agreement in force will be signed by both 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 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

However, this Contract may be extended for a further maximum period of one year beyond 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 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 finalized Price Schedule of OSBC 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 ODISHA STATE
BEVERAGES CORPORATION LTD
(PURCHASER)

Witnesses

1.

2.

TERMS AND CONDITIONS

1. **GENERAL:**

- A. **Corporation/Purchaser:** - Means the Odisha State Beverages Corporation Ltd, (A Govt. of Odisha Undertaking), at 9th Floor, IDCO Tower, Bhubaneswar-751022.
- 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 Purchaser for ultimate sale to the licensed retailers.
- C. **Brands:** - Different types of Whisky, Brandy, Rum, Gin, Vodka, Wine and Beer manufactured / sourced by the Sellers/Suppliers under different names 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 IMFL/FMFL/Beer products to the Corporation is the F.O.R. destination price that includes expenses of the Supplier/Seller towards package, freight, insurance, EAL fee, bottling fee etc. and taxes, if any, other than State Excise Duty, Import Fee & Entry Tax. Upon approval by Price Fixation Committee of the Corporation constituted by the Government, this becomes the Offer Price for the corporation.
- E. **Landing Cost:** Includes Offer Price, Import Fee (as per Government Policy in the relevant year) & Entry Tax.
- F. **Purchase Price:** This is the total Purchase Price for the Corporation, which is excise duty added to landing cost.

- G. **Sale Price:** The price at which OSBC sells IMFL/FMFL/Beer/Country Spirit to the licenced retailers excluding VAT and TCS. Thus, Sales Price is the Purchase Price+ OSBC's Profit + Additional Rounding off License fee (as per Government Policy in the relevant year).
- H. **Case:** Package containing 09 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 in case of Country Spirit or any other package as and when duly approved and introduced.
- I. **Foreign Liquor:** Foreign Liquor means as notified by the State of Odisha under Section 4 of the Bihar and Orissa Excise Act 1915, or any other law for the time being in force.
- J. **Government:** Government means Government of Odisha or Government of India as may be applicable and understood contextually.
- K. **Registration Fee:** Supplier has to deposit ₹ 50,000/- per annum as non-refundable Registration Fee in shape of a/c payee Demand Draft from any Nationalized bank in favour of O.S.B.C. payable at Bhubaneswar.
- L. **Security Deposit:** Supplier has to deposit one time security deposit of ₹ 5.00 lakh (refundable) in shape of a/c Payee Demand Draft from any nationalized bank in favor of OSBC payable at Bhubaneswar, which shall not carry any interest at the time of refund.
- M. **Goods:** IMFL/FMFL/WINE/ BEER & CS

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, only in the next financial year. 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. Post Offer Price fixation by Price fixation Committee, the suppliers are not allowed to change their offer prices during a financial year. No request in this regard would be entertained.
- iv. The suppliers/sellers are required to declare the prices for their brands prevalent in neighboring states of Odisha 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 duties, packing & forwarding charges, freight, insurance, bottling fee etc., other than State excise duty, Import Fee & Entry Tax. The prices (F.O.R. destination) quoted by supplier should be rounded off to the nearest rupee.
- vi. 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.

- vii. The price quoted shall be uniform irrespective of the location of the destination within Orissa.
- viii. The supplier/seller shall quote 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 OSBC Ltd.
- ix. 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 OSBC Ltd. i.e. the Purchaser. **The supplier/seller only will raise invoice on OSBC Ltd.**In case the manufacturer, who is not the supplier/seller, dispatches the said brands of liquor from his factory premise to OSBC Ltd. and raises invoice, the invoice shall clearly specify that the same is raised **“for and on behalf of the Supplier only”** and the Supplier shall countersign the said invoices under his seal and signature. **The payment for all supply shall be made by OSBC Ltd. to the supplier only and not to the manufacturer. The OSBC Ltd 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 OSBC Ltd will be liable to make any payment to the manufacturer under any circumstances. The OSBC Ltd. will not entertain any claim from the manufacturer. On the other hand, the**

supplier shall indemnify OSBC Ltd. from any loss, if any, that may arise out of such dispute.

- x. The suppliers/sellers shall submit the prices for their products on competitive basis keeping in view the existing prices of similar brands.

3. LOADING & UNLOADING

The purchaser has selected agencies for different depots and fixed the charges for loading and unloading. The sellers shall at their risk and on paying the charges so fixed to the said agencies shall unload their products and stack them properly in the depots. Unloading of the goods at the depots shall be the responsibility of the supplier (seller) and unloading charges shall be borne by him. The Retailers shall at their own risk load their purchased materials from the depots of OSBC engaging the said agencies by paying the charges fixed.

At some of the depots, where no such agency has been selected due to pendency of litigation, the suppliers/retailers are engaging labourers directly and paying them the labour charges directly.

4. IMPORT 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 and Beer 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 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 Excise Duty with the regular invoice amount which would be settled after the sales are affected 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 and Beer imported from outside the State and procured from within the State, all the bottles are to be affixed with Paper/Polyester 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 up to ₹ 50,000/- (Fifty Thousand).

- iii. Any damage and breakage of the goods supplied due to defective and improper packing and also due to the manufacturing defect shall not be considered for payment and debited/adjusted from the account of the supplier /seller.

6. DISPATCH ADVICE

Within 24 hours from the date of dispatch of goods, the supplier/seller should transmit the following particulars to the consignee (Depot).

- Import Pass/Export Pass No. & Date
- No. of cases dispatched batch no. wise and brand and size wise
- Mode of dispatch indicating Registration No. and Class of Vehicle
- Original Invoice along with duplicate copy and a third copy simultaneously sent to the Head Office of the Purchaser.

7. DELIVERY SCHEDULE:

- i. The supply should be made as per the delivery schedule indicated in the Purchase Order and the Import Pass or the 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/size wise to meet 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. **Transshipment of consignment en-route is not permissible**

8. RESPONSIBILITY OF SUPPLIER/ SELLER

- i. 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.
- ii. 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.
- iii. The consignment should reach the destination/ depot and delivery effected before the expiry of the 'Validity' of the import pass/ transport pass. The goods shall be dispatched on the same day as that of the raising of the Invoice as evidenced by the Excise Import/Transport Pass etc.
- iv. 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 due to 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.

- v. 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 General Manager (Operation) 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 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. Request for extension of the validity of the Import pass received later than the period specified above will be summarily rejected and the purchaser will not be held liable to refund the amount advanced by the supplier/ seller towards the import fee in case, such amounts are forfeited by the Excise Commissioner Government of Orissa under the Rules. It shall be the complete responsibility of the supplier/ seller to ensure due compliance of all laws, rules & regulations and instructions including in particular the provisions of BIHAR and ORISSA EXCISE ACT 1915 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.

- vi. 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 consignee shall be informed of the accident immediately by the quickest mode of communication. The supplier/seller shall procure all relevant documents in proof of the accident in case revalidation of passes and any other legal formalities are to be complied with.
- vii. The suppliers/sellers shall make all necessary and required arrangements for prevention of large-scale breakages/ damage during transit by incorporating suitable terms in their contract with the transporter.
- viii. 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 OR SUPPLY

- i. The purchaser will be under no obligation to procure any specified minimum quantities of any brand of Foreign Liquor & BEER 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 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 or taken back by the supplier/seller if it so desires.

10. TERMS OF PAYMENT

- i. The suppliers/sellers shall be paid to the extent of sale only.
- ii. Payments will be made to the suppliers normally after the 45th day from the date of sale of the stocks. Payment shall be restricted to the actual quantities sold, duly withholding an amount: equivalent to the value of actual or estimated unsold stocks as on the date of preferring the claim.
- iii. The supplier/ seller shall extend all necessary assistance to the purchaser for liquidating the stocks of IMFL/FMFL/Beer/CS being sold to the licensed retailers.
- iv. The Corporation may make payments to the supplier earlier than 45th day of sales to the retailers availing the following cash rebates.
 - 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.
- v. The supplier/seller shall raise the Invoice strictly as per the description of the goods and the consolidated rate mentioned in the Purchase Order without any breakup.
- vi. If the stocks are not liquidated within 120 days, the purchaser shall charge Re 1/- (Rupee One) per day per case on those stocks which do not get disposed of /sold within 120 days of the storage till it is due for destruction as per approved norms/order of OSBC and Odisha Board Of Revenue Excise Rules. The cost of destruction shall be borne by the supplier/seller and OSBC will not pay any amount to the supplier for the quantity so destroyed.
- vii. Beer which is more than 6 months old from the date of manufacturer 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.
- viii. 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 every quarter.
- ix. In case a registered supplier/seller is found to be not doing business with the Purchaser i.e. OSBC Ltd. 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 two 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 email 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.

11. QUALITY AND SUPPLY CONDITIONS

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

- a. Beer when supplied shall be within 60 days of manufacture if sourced from inside the state and 75 days from manufacture if sourced from outside the state.
- b. Foreign Liquor shall be supplied in new bottles as far as practicable.
- c. Bottles used for bottling of foreign Liquor and beer shall be sealed with caps of reputed manufacturers.
- d. All the Foreign Liquor and Beer shall be clear and transparent liquids free from sediments and other particles.
- e. Freedom from harmful ingredients – All Foreign Liquor and Beer 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.
- i. **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 Orissa 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 Orissa. The purchaser reserves the rights not to place any procurement order with such supplier / seller.

12. **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.

13. GENERAL

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

14. 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.

15. 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 Foreign Liquor and beer, 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.

16. 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 Bihar & Orissa Excise Act 1915 or any other law in force & rules made there under from time to time & 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 & 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.

17. FORUM FOR LEGALPROCEEDINGS

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

18. 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.

19. CONTRACT MODIFICATION

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

Signature with seal of the Supplier/Seller

Signature with seal of the Purchaser

Witnesses-

1.

2.

Witnesses-

1.

2.

ANNEXURE-2

Price(s) (fixed by PFC) at which the OSBC Ltd. has agreed to purchase from the Supplier/Seller and the Supplier/Seller has agreed to sell to the OSBC Ltd. at the time of execution of this Agreement

Sl. No.	Name of the Brand	Pack Size (in ml.)	Offer Price (in ₹)	To be issued to (Civil/Defence)

Signature with seal of the Supplier/Seller

Signature with seal of the Purchaser