



**THE CHHATTISGARH STATE MARKETING CORPORATION LIMITED
AABKARI BHAVAN, LABHANDI, CHHOKRA NALA, Raipur - 492012**

Sr. No. _____

Despatch No. ____ Date _____

To,

NOTICE INVITING OFFERS FOR REGISTRATION FOR SUPPLY

NO. CSMCL/RATEOFFER/2020/01

Dated: 12/03/2020

1. Sealed offers are invited from firms having license FL 10A and FL10B issued by Excise department of Chhattisgarh for entering into rate contract with Chhattisgarh State Marketing corporation Limited for supply of IMFL/Beer/Vodka /Wine for the period from 1st April 2020 to 31st March 2021.

2. The last date for receipt of rate offers in the Office of the Corporation at Raipur (Chhattisgarh) is 25/03/2020 by 01:00 P.M. Which shall be opened at 02:00 P.M. on the same date. The participating FL10A/ FL10B licensee will submit a non-refundable fee of Rs. 59,000/- (50,000 + 18% GST) (Rupees Fifty Nine Thousand only) towards registration by account payee Bank Draft of any Nationalised Bank or Scheduled Bank at Raipur drawn in favour of the Managing Director, Chhattisgarh State Marketing Limited.

Application form along with the terms and conditions governing the offers and other documents can be obtained from the Corporation's Head Office at Aabkari Bhavan, Labhandi, Chokra Nala, Raipur - 492012 (Chhattisgarh) on payment of non refundable fee of Rs. 23,600/- (20,000 + 18% GST) (Rupees twenty three Thousand six hundred only) by demand draft of any nationalised/ scheduled bank drawn in favour of the Chhattisgarh State Marketing corporation Limited payable at Raipur.

MANAGING DIRECTOR
Chhattisgarh State Marketing Corporation
Limited, Raipur

**"Terms & Conditions" for entering into rate contract for supply of
FMFL/IMFL and Beer to CSMCL Raipur by FL10A and FL10B licensees for
the year 2020-21**

1. The offers should be sent in sealed covers superscript "Offer for FMFL/IMFL/BEER/CSMCL/MD/2020-21 and addressed to the Managing Director, Chhattisgarh State Marketing Corporation Ltd., Aabkari Bhavan, Labhandi, Chhokra Nala, Raipur 492012 So as to reach on or before -----
PM on -----
2. (a) Offer shall be accompanied by a bank draft for an amount of Rs. 59,000/- (50,000 + 18% GST) as registration fees drawn in favour of The Managing Director, Chhattisgarh State Marketing Corporation Ltd. payable at Raipur.
(b) Offers which do not satisfy the conditions laid down in this document are liable to be rejected and security amount will be refunded
3. (a) The offers shall be made in the enclosed application format. (Annexure.- 'A').
(b) The FL10A and FL10B licensee will also submit the duly signed Terms and Conditions of Rate offer.
(c) All the above will form part of Agreement of the offer.
4. (a) Only those labels of IMFL/FMFL and BEER which has been registered with the Excise Commissioner Chhattisgarh or applied for registration till 15th March, 2020 will be purchased by the corporation. The name of the labels once quoted and approved by the corporation will not be permitted to be altered throughout the financial year 2020-21.
(b) The following information is to be Bar-coded on the labels affixed to the bottles of liquor supplied to the corporation.
 - (i) Name of Country.
 - (ii) Name of the Company.
 - (iii) Name of the Brand.
 - (iv) Size of the Package.
 - (v) Check Digit.
 - (vi) Retail Selling Price.

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

- (c) Retail Selling Price (RSP) should be printed on the labels of bottles supplied to the corporation. The RSP will be fixed by the Govt. of Chhattisgarh.
- (d) The labels printed on the bottles, on the cartons should contain all information whether required mandatorily or otherwise and the particulars of the products printed on the outer cartons should be clear

enough to identify the product and the batch number and manufacturing date of the product. "Adequate white space should be created on both side of the packing carton for the printing of 1D barcode."

- (e) The price quoted for each Label of IMFL/FMFL/BEER shall be per case basis for supply to warehouses of Chhattisgarh Marketing Corporation Limited, (CSBC) situated within the state of Chhattisgarh.
- (f) The IMFL manufactured in Chhattisgarh for sale in Chhattisgarh state under minimum duty slab will be supplied as per sample design of glass bottle indicated in **Annexure-F**
- (g) The Numbers of Labels quoted shall be in following pack sizes :-
 - (i) "A bottle of capacity of less than 191 millilitres but not less than 142 millilitres shall be classed as a nip bottle". "A bottle of capacity of less than 383 millilitres but not less than 246 millilitres shall be classed as a pints bottle". "A bottle of capacity of less than 767 millilitres but not less than 495 millilitres shall be classed as a quarts bottle" and "A bottle of capacity of less than 1000 millilitres but not less than 767 millilitres shall be classed as a Magnum bottle".
 - (ii) For beer the maximum permitted pack size shall be 650 ml, 500 ml, 355 ml, 325ml, 330 ml, 325ml can, 330ml can and 500ml can only.

5. LANDING PRICE

- (a) The FL10A and FL10B licensee may submit the offer of Landing price with for those manufacturers with whom they entered into an agreement to supply their products which they want to sell in Chhattisgarh in the prescribed format (Annexure 'A').
- (b) One manufacturer or supplier can enter into agreement with only one FL10A licensee.
- (c) One FMFL will be supplied through only one FL10A/ FL10B licensee.
- (d) The FL10B licensee shall quote rate and will supply to CSMCL only those products which are bottled by them under FL9 license issued to them.
- (e) The FL10A and FL10B licensee shall quote the rates for such label(s) which are registered with the Excise Commissioner, Chhattisgarh or applied for registration as on the date of submission of offer.
- (f) The FL10A and FL10B licensee shall quote the Landing price for their products.

(d) Landing Rate Analysis:

- The Landing price should be quoted by the FL10A/ FL10B licensee for any label, as approved by Excise Commissioner of Chhattisgarh for the new labels for which application of registration has been

submitted to Excise Commissioner Chhattisgarh before 15th march 2020.

- Maximum variation of 10% will be allowed from the Landing Price quoted in CSBC for financial year 2019-20.
 - Any New Label for which Landing Price in CSBC for financial year 2019-20 does not exist. Landing price for current year shall be determined on basis of label in same duty range.
 - The cost analysis of offered rates should be submitted along with rate offer. The cost analysis should be by CA on his letterhead
 - The decision of Managing Director will be final and binding on the FL10A/10B licensee concerned.
- (e) The landing price quoted should be F.O.R CSBC Godowns inclusive of all expenses. The FL10A/ FL10B licensee has to incur all the expenditure till the stock is delivered at the CSBC depot. The prices (F.O.R. Depot) quoted should be rounded off to the nearest rupee.
- (f) In case the duty rates are increased or decreased by the Govt. on the basis of landing price provided by the FL10A/ FL10B licensees, new landing price would be calculated on the basis of new duty/fees, which shall be acceptable to the FL10A/ FL10B licensee
6. The Documents and copy of conditions governing the offer (on each page) shall be signed by the FL10A/B licensee or by the power of attorney holder of the licensee and shall bear the seal of the unit. The name and address of the signatory should be clearly mentioned against each such signature.
7. Once the prices of any of the Label are accepted by the corporation and the acceptance of the rates communicated by the corporation in writing to the FL10A/ FL10B licensee it will constitute a rate contract. The FL10A/ FL10B licensee will be liable to supply as much quantity of each label of different pack sizes as and when required. In case of failure to do so the corporation may take such action as it deems fit including recovery of any direct / indirect loss that may be suffered by the corporation and the Corporation will have right to recover the loss through forfeiture of security held with it or otherwise.
8. The quantity to be purchased shall depend upon the demand for the product as projected by FL10A/ FL10B licensee.
9. (a) On receipt of the offers and their scrutiny by the corporation, it shall be open to the corporation to enter in to negotiation with the FL10A/ FL10B licensee.
- (b) The chief executive of the Company shall represent at the time of negotiations.

10. Any offer which does not satisfy the condition or is received without true and correct information either in terms; documents or in the data sheet and schedules shall be rejected.
11. The decision of the Managing Director of the corporation shall be final with respect to :-
 - (a) Acceptance or rejection of any or all the offers without assigning any reason. The FL10A/ FL10B licensee will have the right to file representation against said rejection within 30 days from the date of intimation of rejection before the Managing Director. Representation received after said period will not be entertained.
 - (b) To select the Distillery/Brewery/Bottling Unit and Labels out of those offered.
 - (c) Fixing landing prices and payments, and supply terms with the Offers for goods supplied.
12. The quality of FMFL, IMFL and beer supplied should confirm to the standards indicated in the **Annexure- "A"** (enclosed). It shall also confirm to the specification in the Chhattisgarh Excise Act and Rules.

The chemical examination certificate and a certificate showing that ENA has been used in production should be sent to the corporation against each dispatch of foreign liquor. For IMFL such chemical examination certificate should be duly authenticated by the Chief Chemical Examiner/Authority recognized by the state and ENA certificate by the chief executive of the distillery authenticated by Excise Authority. Chemical examination certificates of beer should be authenticated by the Chemist/Brew Master of the brewery duly authenticated by the Excise authority of the brewery. Those consignments which arrive without the specified chemical examination certificate shall not be accepted at the depot of the Corporation. The corporation also reserves the right to periodically subject the samples for chemical examination/verification of standards and the expenses incurred by the corporation for such chemical examination/verification will have to be born by the FL10A/ FL10B licensee. Ensuring the quality of the of the products as per the standards and the quality specifications will be the absolute responsibility of the respective FL10A/ FL10B licensee.

13. That all the condition for supplies/payment or other wise of IMFL/FMFL shall be accordance with agreement of sale enclosed in **Annexure- "C"** of this documents.
14. Once a Label is offered and accepted by the corporation, the FL10A/ FL10B licensee shall be liable to make uninterrupted supply of that brand. If the FL10A/ FL10B licensee intends to discontinue supply of any approved brand, the same has to be intimated to the Corporation at least 60 days in advance. Any failure in this regard will entitle the Corporation to black list the FL10A/ FL10B licensee and forfeit the security amount.

15. The currency of the contract and the terms & conditions spelt out therein shall be subject to the Chhattisgarh Excise Laws/Custom Act (FMFL) (in case of) and any law in force and policies of the Union and State Govt. from time to time.
16. Termination of the Contract shall be governed in accordance with condition stipulated in the Agreement of Sale enclosed in **Annexure- "C"** of the document.
17. The sealed offers shall be opened by the Managing Director or by other officer of the corporation authorized by the Managing Director at -----
on ----- at the head office of the corporation.
18. The FL10A and FL10B licensees will have to assess the requirements of products of manufacturers and accordingly have to demand space in warehouses of CSBC through CSMCL. The CSBC after assessing their requirements will allot space to the FL10A and FL10B licensee and the FL10A and FL10B licensee has to pay warehouse advance rental to CSBC as per terms and conditions decided by CSBC.
19. In case the products purchased by CSMCL shops remain unsold for more than 6 months it will be declared as surplus. CSMCL will impose demurrage charge per bottle at RSP basis on FL10A/10B licensees.

Shrinivas Mudliyar
Financial Advisor
CSMCL

Animesh Netam
D.G.M.
CSMCL

Shishir Raizada
Technical Director
NIC

R.S.Thakur
Deputy Commissioner
(EXCISE),Division, Raipur

Application Form

(To be typed Letter Head / in duplicate)

1. Name, address, Telephone / Fax Nos. etc. of the firm having FL10A/ FL10B license.
2. Address for correspondence Telephone / E-Mail / Fax Nos. etc. of the manufacturing Distillery / Brewery /Bottling Unit registered under FL10A/ FL10B licensee.
3. Name, Address and Telephone / E-Mail / Fax numbers of the Managing Director / Chief Executive of the Company / Firm owners of the Unit.
4. Name, Address and Telephone / E-Mail / Fax numbers of the Executive of the FL10A/ FL10B licensee authorized to interact with the Corporation.
 - (a) Name, Address and Telephone / E-Mail / Fax numbers of the Board of Directors / Partners / Trustees of Company / Firm / Society of FL10A/ FL10B licensee company.
5.
 - (a). Permanent Account Number (along with copy of PAN Card, TIN Number& GST Number)
 - (b) FSSAI License number along with copy of the manufacturers.

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

Signature of Chief Executive

Place	:			Name	:
Date	:	Seal		Designation	:
				Address	:

NB :

1. All details sought should be given in this format only. Where ever it is specially stated to keep enclosures, the same has to be separately attached.

2. All the columns should be filled. No column should be left blank.
3. The application form is to be filled in duplicate and both the copies should be authenticated by the Chief Executive. Duty signed on each page.
4. Incomplete application is liable to be rejected.

ANNEXURE-B

GENERAL INSTRUCTION FOR FILLING AND FOR SUBMISSION OF RATE OFFER

1. The offer condition should be signed (in all pages) by the Chief Executive of the FL10A/10B licensee.
2. The Application Form should be typed in duplicate in the letter head of the FL10A/10B licensee.
3. For the Financial year i.e. 2020-21 proposed security deposit is Rs. 10,000/- per label. A demand draft drawn in favour of Chhattisgarh State Marketing Corporation Ltd. payable at Raipur (Chhattisgarh) towards security deposit should be enclosed.
4. Attach enclosure wherever found necessary.
5. The offer (documents indicated (1) (2) and Demand Draft as per (3) above should be sent in sealed cover super scribed "Offer for supply of FMFL/IMFL/beer/vodka/wine, 2020-21" and addressed to the Managing Director, Chhattisgarh State Marketing Corporation, Aabkari Bhavan, Labhandi, Chokra Nala, Raipur 492012 up to ----- at ----- The envelope should contain all annexures.
6. Late and unsealed offers will not be accepted under any circumstance.

Note:

1. Only offers submitted by the Chief Executive of the FL10A/ FL10B licensee or his power of attorney holder would be accepted.
2. In case the offer is submitted by the power of Attorney Holder, the original power of Attorney should be enclosed along with the offer.

AGREEMENT FOR SALE OF FOREIGN LIQUOR

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

BETWEEN

The **CHHATTISGARH STATE MARKETING LIMITED, now hereby referred as "CSMCL"** a company registered under the Companies Act, 2013 and having its registered

office at Aabkari Bhavan, Labhandi, Chokra Nala Raipur, Chhattisgarh (herein after referred to as "the Purchaser") which expression shall, unless it is repugnant to the context or meaning thereof, be deemed to mean and include its successors and assigns, of the First Part,

AND

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

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

WHEREAS

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

- C. And that the Parties have agreed to enter into this Agreement for Sale and to lay down the obligations and responsibilities of the Seller in relation to the sale here to, set out here under the terms of the Agreement and both shall sincerely abide by the terms of this Agreement.

NOW THEREFORE, IT IS AGREED BETWEEN THE PARTIES AS FOLLOWS :-

1. **DEFINITIONS:** In this Agreement, unless the context otherwise requires, the following words and expressions shall have the same meaning as assigned to them hereunder;
 - 1.1 **'Agreement'** means this Agreement for Sale entered into between the Purchaser and the Seller for the sale of Foreign Liquor;
 - 1.2 **'Labels'** means the different types of Whisky, Brandy, Rum, Gin, Vodka, Wine and Beer manufactured by the Seller and now in different names in the market and approved by the Excise Commissioner, State of Chhattisgarh;
 - 1.3 **'Case'** means 6,9,12 Nos. of 1000 ml, 3,6,12 Nos. of 750 ml,6,12 Nos. of 700 ml , 12 Nos. of 500ml, 24 Nos. of 375 ml,24 Nos. of 330 ml,24 Nos. of 275 ml and 48 Nos. of 180 ml of Sprit and 12Nos.of 650 ml,24 Nos.325/330/355ml/500ml/325ml_can,330ml_can,500ml_can of malt.
 - 1.4 **'Delivery'** means the delivery of Stock made by the FL10A/ FL10B licensee at the depots of CSBC;
 - 1.5 **'Destination'** shall mean the depot of the Chhattisgarh Beverages Corporation Limited now hereby referred as "CSBC" where the Stock are to be supplied or other location within the State of Chhattisgarh, as may be specified in the Purchase Order for the supply of the Stock;
 - 1.6 **'Offer Price'** means the price quoted by the FL10A/ FL10B licensee for the sale of the Stock in terms of the rate offer invited by the Purchaser and includes all expenses of manufacture, packaging, freight, insurance and taxes except F.M.F.L. import duty and excise duty which shall be directly paid by FL10A/ FL10B licensee/Licensee to the Central/State Excise Department in accordance with Rule 10 of Foreign Liquor Rules' 1996.
 - 1.7 **'Purchase Order'** means the order for purchase of Stock drawn by the Purchaser i.e CSMCL on FL10A/ FL10B licensee for the supply of the Stock to CSBC warehouse;
 - 1.8 **'Stock'** means the Stock of foreign liquor supplied by the FL10A/ FL10B licensee to the Purchaser under this Agreement.
2. **CONDITIONS FOR PURCHASE BY THE PURCHASER:**

The following shall be the conditions for the purchase of foreign liquor under this Agreement.

A. Price applicable for supply

- 2.1 The purchase shall be made upon the Price fixed by the Purchaser and agreed to by the FL10A/ FL10B licensee. No deviation from the Price would be permitted during the currency of this Agreement. The condition will be governed by fall clause.
- 2.2 The Price fixed under this Agreement shall be on FOR destination basis and shall be deemed to be inclusive of all expenses of the FL10A/ FL10B licensee, packing and forwarding charges, freight and insurance etc. Import duty on F.M.F.L. shall be directly paid by FL10A/ FL10B licensee to the Central/State Excise Department in accordance with Rule 10 of Foreign Liquor Rules' 1996.
- 2.3 The FL10A/ FL10B licensee shall incur all the expenditure incurred for the delivery of the Stock at the destination. These expenses shall include the unloading charges of the Stock at the destination.
- 2.4 The Price determined under this Agreement shall be applied uniformly irrespective of the location of the destination within the State of Chhattisgarh.
- 2.5 The determination of the Price for the purposes of this Agreement shall be only for the manufacturers and FL10A/ FL10B licensees registered with FL10A/ FL10B licensee and for which the labels are approved by the Excise Commissioner Government of Chhattisgarh as on the date of entering into the Agreement.
- 2.6 The Stock shall be dispatched to CSBC warehouse by the manufacturer/FL10A/ FL10B licensee under valid import pass (In case transaction interstate) and transport permit issued in the name of the manufacturer by the competent authority;
- 2.7 In case where the manufacturer/FL10A/ FL10B licensee is located outside the territorial limits of the State of Chhattisgarh, the following shall also apply; :-
 - 2.7.1 The manufacturer/FL10A/ FL10B licensee registered with FL10A/ FL10B licensee shall be liable for the payment of statutory levies and taxes to the Government of Chhattisgarh on the import of foreign liquor within the State, at the prevailing rates;

B. Security Deposit

- 3.8 The FL10A/ FL10B licensee has to submit security deposit for financial year i.e. 2020-21 and proposed security deposit for sprit/wine/vodka/wine/beer shall be Rs. 10,000/- per Label, which shall be paid by bank draft from any nationalized bank or scheduled bank. Security deposit shall not be accepted in any other form. If demanded, be above amount shall be refundable only after completion of all the auditing of the concerned year.

C. Packing of Stock

- 3.9 The Seller shall ensure that the Stock supplied is adequately and properly packed to prevent any loss, damage or deterioration of the contents during transit.
- 3.10 All damages and breakage of the Stock supplied to the Purchaser on account of defective and improper packing or on account of any manufacturing defect in the contents shall be to the account of the Seller.

D. SUPPLY

- 3.11 The FL10A/ FL10B licensee shall affix at his/ its own cost, hologram stickers as prescribed by the Excise Commissioner, Chhattisgarh, Raipur on each bottle of FMFL/IMFL/beer/vodka/wine. The hologram stickers are to be supplied by the office of Excise Commissioner, Raipur at the rate fixed by the Excise Commissioner.
- 3.12 The IMFL which is manufactured in Chhattisgarh and falling in lowest duty slab which has maximum sale will be supplied in bottles prescribed in **Annexure - F**
- 3.13 The corporation shall issue Purchase order for supplies based on the stock requirements considering the quantity held and the monthly sales trend of stock of FL10A/ FL10B licensee.

F. Dispatch Advice

- 3.15 It shall be the obligation of the Seller to communicate the following particulars to the designated depot within 24 hours from the date of dispatch of the Stock;
- (a) Purchase Order No. and Date.
 - (b) No. of Cases dispatched and mode of dispatch.
 - (c) Other relevant particulars necessary to ensure delivery of Stock at the designation.
 - (d) Fill all required detail of dispatch note online in **CSMCL Portal (excise.cg.nic.in/csmcl)**, then only the consignment vehicle will be received and will get unloaded.
 - (e) Attach the dispatch note as mentioned in (d) above, along with invoice.

G. Delivery Schedule

- 3.16 The FL10A/ FL10B licensee shall be responsible to ensure that the supply of the purchased Stock is made as per the delivery schedule indicated in the Purchase Order placed for the supply.
- 3.17 The Stock should be delivered during the working hours of the day and on working days only, at the specified destination.
- 3.18 In case the address of the destination specified in the Purchase Order is changed subsequently, the same shall be informed to the FL10A/ FL10B licensee. The FL10A/ FL10B licensee shall be responsible to deliver the Stock at such changed destination and will make internal arrangement with manufacturer/FL10A/ FL10B licensee registered

under him. The Purchaser shall not be responsible for payment of any expenditure incurred by the FL10A/ FL10B licensee or to manufacturer/FL10A/ FL10B licensee registered under him on account of this subsequent change of destination by the Purchaser.

- 3.19 The FL10A/ FL10B licensee shall also ensure the following at his risk and responsibility;
 - 3.19.1 That the consignment travels exactly along the route prescribed in the Import Permit/Transport Permit by Excise Department and that there is no deviation there from.
 - 3.19.2 That in the event the FL10A/ FL10B licensee is unable to dispatch the Stock sufficiently in advance of expiry of the Import Permit/Transport Permit, he shall report the matter to the Managing Director/General Manager of the Purchaser so as to reach him at least four days before the expiry of the Import Permit/Transport Permit along with the permit in original and Certificate of non-utilization issued by the Excise Supervisory Officer in charge of the Distillery/Brewery/Manufactory of the FL10A/ FL10B licensee and explaining the reasons for such delay. The FL10A/ FL10B licensee may thereupon seek extension of validity of the Permit as may be required depending upon the circumstances of the case. Request for extension of the permits received later than the period specified above shall be rejected summarily.
 - 3.19.3 Prescribed NOC should be obtained from The concerned districts for transfer of liquor stock from manufacturing location to CSBC depot.
 - 3.19.4 That all laws, Rules, Regulations and instructions including in particular the provisions of Chhattisgarh Excise Act, 1915 and Rules made there under are complied with. The Seller shall indemnify the Purchaser against any eventuality of any expenditure incurred by the Purchaser on account of any violation of laws, rules & regulations and instructions or accident caused to the Stock in transit.
 - 3.19.5 That all adequate arrangements have been made for transport and delivery of consignment at the specified destination.
 - 3.19.6 That in case of any accidents enroute, the FL10A/ FL10B licensee shall;
 - (a) Immediately lodge a complaint before the police station having jurisdiction;
 - (b) Inform the Purchaser and the destination specified for delivery about the accident, without any delay, through the quickest mode of communication; and
 - (a) Procure all relevant documents for the proof of the accident in case revalidation permits or any other legal formalities have to be complied with.

I. Quality & Condition of Stock

- A. Beer, when supplied shall be within 60days of manufacture.

- B. FMFL/IMFL/vodka/wine shall be supplied in clean pasteurized glass bottles only.” Beer shall be supplied in clean pasteurized glass bottles or can only.”
- C. FMFL/IMFL/beer/vodka/wine shall be clear and transparent liquids free from sediments and other particles.
- D. The FMFL/IMFL/beer/vodka/wine shall be free from harmful ingredients.
- E. The FMFL/IMFL/beer/vodka/wine shall be free of added coloring material except caramel. Rum without coloring material shall be called White Rum & Gin shall be clear and free from added colour and shall not develop any turgidity on being diluted with water.
- F. All kinds of FMFL/IMFL/beer/vodka/wine shall possess their characteristic, aroma, flavour and taste.
- G. Rum and Whiskies, when labeled as "Matured" shall be blend of spirits matured for not less than 6 months in suitable containers.
- H. Beer will only be issued to retailers upto 2 months prior to expiry date.
- I. The Supply of FMFL/IMFL/Beer/Wine etc. shall be done by “Track & Trace” System.
- J. The FL10A/ FL10B licensee shall supply its product in sealed containers with digital locks having “GPS tracker device.” The technical specification will be prescribed by CSMCL (as per **Annexure “F”**)

J. PASTEURIZATION.

Bottled or canned Beer shall be effectively pasteurized. The quality of the FMFL/IMFL/Beer/Vodka/Wine shall not fall below the standards specified by the Bureau of Standards, Government of India; The Chemical Examination Certificate shall always be sent to the Corporation with dispatch of each batch and consignment. Such Chemical Examination Certificate shall be duly authenticated by Examiner/Authority recognized in the State of Chhattisgarh. The Corporation reserves the right of periodical chemical examination for verification of standards. If it is found during such examination that the stock supplied do not conform to the prescribed standard, the Corporation will not be liable to make any payment to the FL10A/ FL10B licensee in respect of such stocks. Further, the FL10A/ FL10B licensee shall comply with the orders passed by the competent authority in respect of supply, which are found to be below prescribed standard. The FL10A/ FL10B licensee shall indemnify the Corporation for all losses or damages sustained by the Corporation for the FMFL/IMFL/Beer/Vodka/Wine not conforming to the standards under the laws of Chhattisgarh Excise Act, 1915. The Corporation reserves the right not to place any purchase order with such FL10A/ FL10B licensee.

Corporation holds the Rights to testify the quality of FMFL/IMFL/Beer/Vodka/Wine in self laboratory or standard approved laboratory.

SPIRITS (WHISKY/BRANDY/RUM/ GIN/ VODKA /WINE)
COMPANY NAME & COMPANY ADDRESS (SUB Lessee)

DATE :-

CHEMICAL ANALYSIS REPORT

Brand Name Sample/ Size

Batch No..... Date

Vat No Date Of Sample Drawn

Analysis Date

LAB Analysis Report:

S.No.	Characterisitics	Results observed in sample
1	General Property	
2	Base Of Liquor - ENA/ RS.	
3	Ethyl Alcohol Content % v/v	
4	Volatile Acids as Acetic Acid (gms/100 lts Of Absolute alcohol Max)	
5	Higher Alcohol as Amyl Alcohol (gms/100 lts Of Absolute Acohol Max)	
6	Esters as Ethyl Acetate(gms/100 tts Of absolute Alcohol Min)	
7	Aldehydes as Acetaldehyde (gms/100 ltd obabsolute alcohol Max)	
8	Methyl Alcohol	

Remarks :- 1/ The Sample of -----analysed complies with IS :-----
2/ It is certified that the sample of ----- is fit for human consumption.

Officer in charge.

ChietChmist/chemist

MALT (Beer)

COMPANY NAME & COMPANY ADDRESS (SUB Lessee)

DATE :-

CHEMICAL ANALYSIS REPORT

Brand NameSample/ Size

Batch No. Date

LAB Analysis Report:

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

The Above Beer is fit for Human consumption

Officer in charge

chiefchemist/chemist

4. **TERMS OF PAYMENT:** The terms for making payment for the foreign liquor purchased in terms of the Agreement shall be as follows;
- 4.1 The corporation shall pay the FL10A/ FL10B licensee only for the stock lifted for retail shops. Payments will be calculated on the stock sold in every 10 days and shall be paid within next subsequent 10 days. Stock stored in warehouse of CSBC shall not be eligible for any payment. After 1st payment of the FL10A licensee is made all subsequent bills shall include a payment certificate from all manufacturer /suppliers for whom the licensee seeks the payment.
- 4.2 If any dispute between FL10 A licensee and manufacturer /supplier comes to the notice of CSMCL. M.D. CSMCL reserves the right to suspend all transactions with that labels.
- 4.3 **Fall Clause:** If at any point of time it is observed that lower landing price is offered in any adjoining State. The lowest rate so offered in adjoining state will be treated as landing price for that particular label and payment will be released to concerned FL10A/ FL10B licensee.
5. **OTHER CONDITIONS FOR PURCHASE:** The following conditions shall also constitute the obligations of the Seller;
- 5.1 The FL10A/ FL10B licensee shall raise the invoices for the Stock strictly as per the description of the Stock lifted and the invoices shall only bear the consolidated rate mentioned in the Purchase Order without any breakup.
- 5.3 The FL10A/ FL10B licensee should abide by the provisions of Chhattisgarh Excise Act. 1915 and rules made there under in force from time to time and any other relevant enactment like the Standards of Weights & Measures Act. 1976/(Enf) Act. 1986/and Packed Commodities Rules, 1977 etc. The FL10A/ FL10B licensee is solely and individually responsible for all the consequences arising out of the violations in this regard. Any legal complications arising out of the failure to comply with various rules shall be the sole responsibility of the FL10A/ FL10B licensee. Any losses/damages suffered by the Corporation due to the lapse on the part of the FL10A/ FL10B licensee for not complying with any of the rules will be made good by the FL10A/ FL10B licensee.
- 5.4 Any losses/damages suffered by the Purchaser due to any lapse or violation on the part of the FL10A/ FL10B licensee shall be indemnified by the licensee.
6. **MISCELLANEOUS PROVISIONS:** The following provisions shall also constitute the part of this Agreement.

A. **Currency of Agreement**

6.1 This Agreement comes into force with immediate effect and shall remain valid till 31 March, 2021.

F. Forum for legal proceedings

6.2 The parties herein agree to submit all claims, disputes or differences whatsoever which may at any time hereafter arise between the parties hereto concerning this Agreement or its construction or effect or as to the rights, duties, obligations or liabilities of the parties hereto or either of them under or by virtue of or in connection with this Agreement or any document executed or security created pursuant hereto or otherwise as to any other matter in any way connected with or arising out of or in relation to the subject matter of this Agreement to the exclusive jurisdiction of the courts at Raipur.

G. Inspection

6.11 The purchaser or its/ his authorized representative shall have right to inspect, test and expedite supply or get inspected, tested and expedited the supply of goods at works of the FL10A/ FL10B licensee or at any other place as decided by the Corporation.

H. Annexures

6.12 All annexures will be part of Agreement.

(Authorized Signatory)
On behalf of
Manufacture / FL10A/ FL10B
licensee (Seller)

(Authorized Signatory)
On behalf of
Chhattisgarh State Marketing
Corporation Ltd. Raipur (Purchaser)

Witnesses :-

(1) _____ ()

(2) _____ ()

RATE OFFER OF LIQUOR LABELS

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

NAME OF THE COMPANY : XYZ

NAME OF THE BOTTLING PLANT:

LANDING PRICES TO CSMCL FOR 2020-21

Brand Name	Label Name	Glass	Pack Size	No. of bottles	Strength PL/BL	Whether the product was approved by the Corpn in the previous year 2019-20. Yes/No.	Whether the label has been registered with Excise Commissioner, Chhatisgarh Yes/No. If so furnish Regn. No.	Whether the product was approved by any other company in the previous year 2019-20 & if so specify the name of the Co. and attach NOC from that Company.	Landing price without Excise Duty/ Counter vailing Duty (CVD) year 2020-21	Excise Duty/ CVD Spirit 45 %/ malt 35% on Landing price without Excise Duty/ (CVD)	CSB C God own Rental	Final Land ing Price to CSM CL year 2020 -21
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(Where there is the change in the FL10A/ FL10B licensee of any brand/label already registered with the Corporation, the present FL10A/ FL10B licensee shall enclose “No Objection Certificate” from the former FL10A/ FL10B licensee.)

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

Signature of Chief Executive

Place :

Name :

Date :

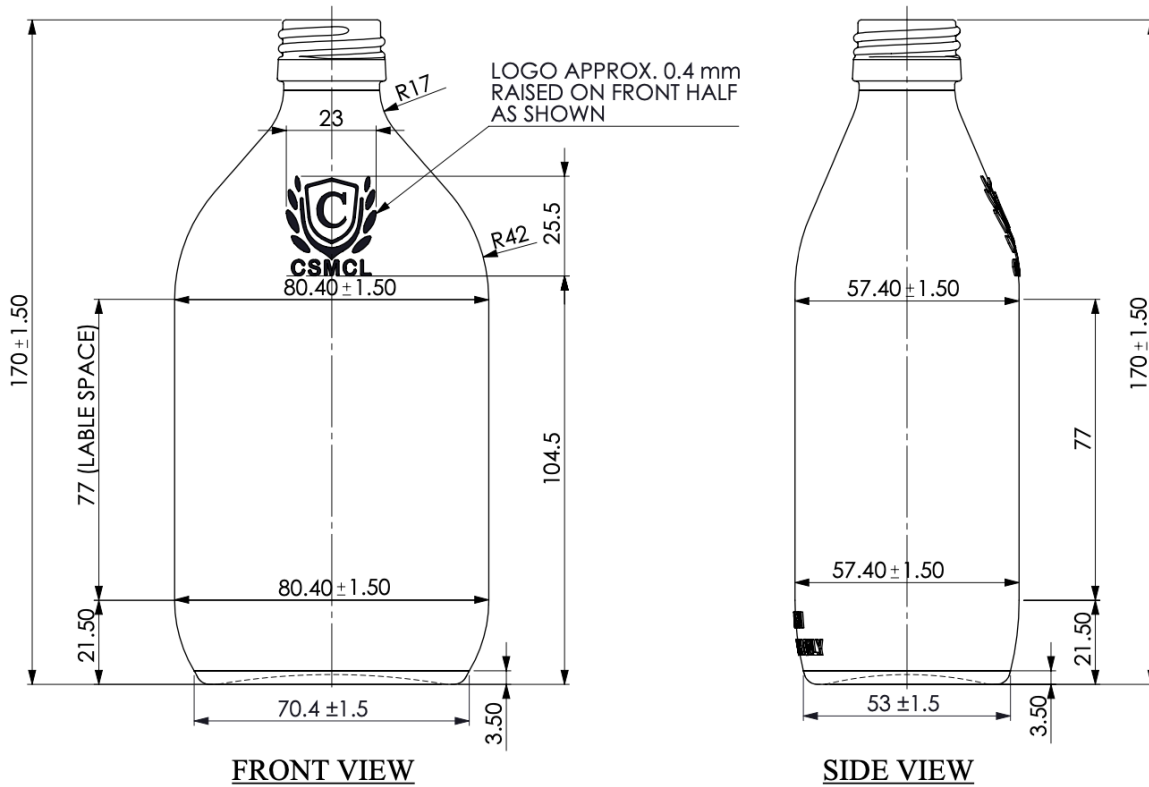
Seal

Designation :

Address :

ANNEXURE-E

Sample Bottle specification for supply of IMFL manufactured in Chhattisgarh for sale in Chhattisgarh under minimum duty slab fixed.



Specification Of Digi Lock

Annexure -F

S. No.	FEATURE	Specification
1	GPS Module	Ublox
2	Frequency Band	900/1800/900 Mhz
3	In-BuildBattery	15000 mAh
4	Transmission mode	TCP
5	Vibration detecting	Built in 3G Sensor
6	Lock Status	Real time monitoring
7	Unlock	RFID/ Remote password
8	Wake up mode	Call/ SMS/ Swiping card/ Vibration/E-Rope cut of
9	Antenna - GPS	Internal
10	Antenna - GSM	Internal
11	Protection Grade	IP67
12	Working Temperature	-20 to +60 °C
13	Storage temperature	-40 to +80 °C
14	Relative humidity	5% - 99%
15	Average standby current	Less than 0.1 mA
16	Average working current	Less than 90 mA
17	Virtual Odometer	GPS Based
18	Data Logging	Supported
19	Smart Algorithm of Data Acquisition	Time, Distance and Angle
20	SMS Configurable	Supported

This device can be unlocked by using RFID cards or SMS commands. The software application embedded in the device should be seamlessly integrable into existing Chhattisgarh Excise
