

**RAJASTHAN STATE BEVERAGES CORPORATION LIMITED (RSBCL)  
(A Government of Rajasthan Undertaking)**

Circular No. RSBCL/LSP/2009-10/11074

Dated:04.03.2009

**Liquor Sourcing Policy for 2009-10**

This circular pertains to sourcing of liquor. Manufacturers / Suppliers / Importers (henceforth called manufacturers) are requested to take note of the procedure prescribed in this circular which comes into effect immediately.

**1. Submission of Initial Documents**

1.1 Manufacturers desirous of supplying liquor to the Corporation (short for RSBCL) for subsequent distribution to buyers shall submit the following documents, before their offer can be considered and action initiated.

- (i) Non interest bearing refundable Security Deposit of Rs. 2.00 lacs in the form of Demand Draft in favour of RSBCL, Jaipur.
- (ii) Details of the organization of the manufacturer to be given in its letterhead in the format in Annexure 1.
- (iii) A certified copy of the license granted by the concerned Excise Commissioner / competent authority of the concerned State.
- (iv) Details of executives and / or representatives to deal with the Corporation to be given in its letter head as per the format in Annexure 2 and 4 respectively.
- (v) An agreement as in the format in Annexure 3 duly executed by the authorized signatory of the manufacturer in a stamp paper of denomination of Rs.100/-.
- (vi) If the manufacturer is not the owner of the brands proposed to be supplied, then a copy of the agreement between the manufacturer and the owner of the brand.
- (vii) Certified copy of the latest audited accounts and annual report. If such accounts pertain to a period other than the recently concluded financial year, reasons for not submitting the certified accounts of such year may be indicated.
- (vii) An attested / notarized copy of the registered partnership deed / Memorandum and Article of Association (latest) of the manufacturer.

- 1.2 Suppliers desirous of supplying liquor imported from abroad to the Corporation for subsequent distribution to buyers shall submit the following documents, before their offer can be considered and action initiated.
- (i) Non interest bearing refundable Security Deposit of Rs. 2.00 lacs in the form of Demand Draft in favour of RSBCL, Jaipur.
  - (ii) Details of the organization of the supplier to be given in its letterhead in the format in Annexure 1.
  - (iii) Authorization of the manufacturer, if any, permitting the supplier to deal with the products proposed to be supplied to the Corporation.
  - (iv) Details of their executives and / or representatives authorized to deal with the Corporation to be given in its letterhead as per the format in Annexure 2 or 4 respectively.
  - (v) An agreement as in the format in Annexure-5, duly executed by the authorized signatory of the supplier in a stamp paper of denomination of Rs.100/-.
  - (vi) Certified copy of the latest audited accounts and annual report. If such accounts pertain to a period other than the recently concluded financial year, reasons for not submitting the certified accounts of such year may be indicated.
  - (vii) An attested copy of the registered partnership deed / Memorandum and Articles of Association (latest) of the manufacturer.

## **2. Registration of Labels**

- 2.1 Labels of brands proposed to be supplied / marketed by a manufacturer located in or outside the state have to be approved by the Excise Commissioner, Rajasthan. Such an approval shall be obtained by the manufacturer and submitted to the Corporation.
- 2.2 Manufacturers located outside the state shall submit a copy of the permission for the manufacture of the brands proposed to be supplied, approval for labels as granted by the competent excise authorities of that state and the authorization for exporting from that state to Rajasthan.
- 2.3 In respect of brands imported from outside India, suppliers shall remit necessary fees for label approval to Excise Commissioner and obtain necessary registration approvals.
- 2.4 Where the change of brand name is apparently only a technical one and the basic brand name is same, then the manufacture will, apart from offering the brand of choosing to this state, will also compulsorily offer similar cheapest brand being sold by him elsewhere.

**3. Declaration of prices and Landed Cost**

- 3.1 Manufacturers located within the State or outside are required to declare the price of liquor in prescribed proforma (Annexure - 6). Names of and supply details to all the states and Union Territories shall be included and a certificate to that effect appended. The manufacture shall also submit details in prescribed proformas for all such variants of brands having similar key word, whether registered in Rajasthan or not and sold anywhere within last two years. These details shall be made available to the Corporation at least one week prior to the date on which the manufacturer desires to have the first Order for Supplies (OFS) in respect of these brands.
- 3.1(A) In cases, where a manufacturer located in Rajasthan and supplying liquor in Rajasthan only, wants to increase EDP due to increase in various cost components, in such cases the increase of EDP shall be allowed after obtaining documentary proof related to cost of components viz ENA, bottles, labels, wages etc., as well as the certificate of cost analysis issued by CA/Cost Accountant subject to an overall ceiling of average increase given to similar product in the financial year in question for other manufacturers who supply liquor outside Rajasthan also. The revision will be allowed, if at all, only once in a financial year, with the approval of appropriate authority.
- 3.1.1 The manufacturer / supplier shall be free to quote Ex-Distillery price (EDP) under free pricing policy of the Corporation where the EDP per case quart size bottle (12 bottles per case) is Rs. 1501/- and above. However, this is subject to the condition that the quantity of subject would not exceed 1500 case per quarter or 6000 case per annum, for the entire State.
- 3.2 A statement for each brand of IMFL / Beer indicating information for label registration of a brand of IMFL /Beer shall be submitted in the prescribed proforma (Annexure-7).
- 3.3 While doing so, manufacturers may ensure that the description of the item in Annexure 6 and 7 is exactly the same as the label approval accorded by the Excise Commissioner. In case of any difference, the Corporation would not act on the details submitted by the manufacturer.
- 3.4 In respect of brands manufactured in Rajasthan or imported from outside the State, the Corporation is required to declare the price for sale to retailer and the Maximum Retail Selling Price of such products. They shall submit a cost sheet, containing details of basic price and duties in the form as in Annexure 8 (a) or 8 (b). Based on the cost sheet, the Corporation would submit necessary information to the Excise Commissioner for recording the price for sale and the Maximum Retail Selling Price.
- 3.5 Suppliers desirous of supplying liquor imported from abroad shall submit a cost sheet containing details of basic price and duties in the form as in Annexure 9 for stocks imported after payment of Customs Duty and as per the form in Annexure 10 for stocks imported duty free. The price shall be indicated in Indian rupees and shall not be contingent upon any fluctuation in foreign exchange rates.

- 3.6 Suppliers may please note that they are required to work out the Landed cost, the sale price and the Maximum Retail Selling Price taking due note of the provisions of the different notifications with respect to duties / fees issued by Government of Rajasthan (Excise Department) / Excise Commissioner under Rajasthan Excise Act and rules framed thereunder. The Corporation reserves the right to decide the extent of differential cost to be allowed for Rajasthan.
- 3.7 Various parameters of the Differential Costs are as under:
1. Incremental overhead shall be reimbursed @ 4.5% of EDP in case of IMFL and @ 3% of EDP in case of Beer. Further, it shall be included in EDP for charging Excise Duty.
  2. Freight inward charges shall be reimbursed @ Rs. 0.0164 per CB/km + Rs. 1.09 per CB.
  3. Insurance charges shall be reimbursed @ 0.3% of EDP for ED +ED + Import fees.
  4. Breakage allowance shall be reimbursed @ 0.1% in case of IMFL and 0.25% for Beer of EDP for ED +ED + Import fees.
  5. Reimbursement of Hologram charges shall be @ Rs. 0.10 per bottle.
  6. The bottling / franchisee fee shall be allowed, if paid in Rajasthan and not included in the lowest EDP. An affidavit on the non-judicial stamp of Rs. 100/- at Annexure-7(part V) may be submitted for claiming the same.
- 3.8 Differential cost / reimbursement of cost shall not be allowed in following cases:
- (i) Where the EDP has been offered under Free Pricing Policy of RSBCL.
  - (ii) Where the EDP offered for rate approval is lower than the lowest EDP (as per Annexure - VI).
- 3.9 The term Landed Cost to the Corporation shall mean: EDP of the manufacturer +ACR +ED+ Additional Excise Duty. The selling price by RSBCL to the retail seller and maximum retail price will be as per Annexures 8 (a), 8(b), 9 and 10.
- 3.10 The Corporation shall charge a margin of 2% on the Landed cost. In case of BIO brands (imported foreign liquor), Corporation shall charge a margin of 7% on landed cost. The retailers are allowed a margin of 20% as incorporated in Annexures 8 (a), 8 (b), 9 and 10.
- 3.11 The Corporation would permit revision in prices by the manufacturer with effect from the day on which rates are approved. Manufacturers who want to revise their price shall submit revised declaration to the Corporation at least 10 days prior to the day on which they desire the revision.
- 3.12 In case of any change in the fee and duty structure, new prices shall become effective from the date of notification issued by the Government. The Corporation would compute the new prices and make necessary changes in prices.

- 3.13 Manufacturers shall submit a revised Maximum Retail Selling Price in respect of their products, after re-recording such MRP. Till such time they submit the re-recorded MRP, no fresh OFS shall be issued.
- 3.14 In all such cases, if the rates at which the OFSs would be issued would be revised, all pending OFSs would be cancelled by the Corporation and manufacturers shall surrender all outstanding OFSs and collect revised OFSs immediately.
- 3.15 Any price reduction on account of a revision due to a change in the Declared Price or due to a change in duties shall be borne by the manufacturer. The Corporation would, in respect of the stocks held, debit their accounts with the difference on the day such revision comes into effect.
- 3.16 Manufacturers shall, before introducing any sales promotion or discount scheme, communicate to the Corporation, the details of such scheme and its impact on the maximum retail-selling price.

**4. Orders for Supplies (OFS)**

- 4.1 Supplies to the Corporation shall be based on the OFS issued by it. The Corporation shall issue OFS based on the stock requirement of depots after duly considering the quantity held, the sales trend and requests of the manufacturer, if any. To facilitate the process, the supplier may indicate the requirement of its brands and packs in various depots. However, the Corporation reserves its right to decide the quantity for which OFS can be issued. Special requests or difficulties faced by manufacturers regarding issue of OFS may be addressed to the General Manager (Operations).
- 4.2 Two copies of the OFS will be issued for the exact quantity that the supplier proposes to transport. It is, therefore, imperative that manufacturers indicate their dispatch plan for issue of OFS. The OFS shall be signed by either of the authorized signatories of the Corporation, whose specimen signatures may be seen in Annexure 11.
- 4.3 The OFS would indicate the validity date within which the manufacturer should complete the delivery. If a manufacturer does not honour the quantity indicated in the OFS within the validity period, then the order for the remaining quantity shall lapse automatically. The Corporation may, at its discretion, extend the validity of the OFS and the manufacturer shall honour the OFS within the extended validity period without fail. However Corporation shall charge a fee for extending validity of each OFS as under:
- |      |  |   |                     |
|------|--|---|---------------------|
| (i)  | For first 3 days or part thereof       | - | Rs. 500/- per OFS   |
| (ii) | For every next 3 days or part there of | - | Rs. 1,000/- per OFS |

However, these rates may be revised by the MD from time to time.

- 4.4 Repeated lapse of supplies against OFS without valid reasons may result in reduction of quantity sourced and may also attract other penalties that the Corporation may specify from time to time.

- 4.5 In respect of supplies from within State / outside the State or from outside India, the manufacturer or their authorized representatives shall, after the issue of OFS, deposit the Import Fee, Excise Duty and other applicable duties / fees for their respective brands with the Excise Department or through the Corporation. Manufacturers may please take note that they are responsible for remitting / depositing the correct quantum of duties / fees and that they are liable for any short payment of duties (The Corporation shall be entitled to recover any short payment of duty from them, should such instances occur).
- 4.6 In case the supplies are not effected against any OFS and the same is submitted to Corporation for cancellation, the same shall be cancelled on payment of a fee of Rs.1,000/- per OFS. And if the cancellation request is submitted after the validity date, the fee mentioned in clause 4.3 shall be charged from the supplier in addition to the cancellation charges. However, these rates may be revised by the MD, RSBCL from time to time.

**5. Duty Free Imports**

- 5.1 The Foreign Trade Policy provides duty credit entitlement to specified Hotels and Restaurants in reference to foreign exchange earned by them (eligible importer) in the preceding year . The procedure detailed below shall be applicable for import of liquor into the state under this provision.
- 5.2 The eligible importer shall be permitted to import only registered labels approved for consumption in Rajasthan for the relevant excise year. The eligible importer shall produce a copy of eligibility certificate, if any, issued by the Director General of Foreign Trade for duty free import of such stocks.
- 5.3 The eligible importer shall declare the brands and the quantity proposed to be imported under this provision. The eligible importer shall also declare the source of import, which shall be a supplier who has submitted initial documents to the Corporation.
- 5.4 The supplier as declared by the importer shall be responsible to complete customs and other formalities so that the goods can be transported to the state.
- 5.5 The Corporation shall be the intender of stocks on behalf of the eligible importer. The Corporation shall issue an order for supplies to the supplier. The rate of supply of the item shall be as indicated by the supplier in the cost sheet for duty free import.
- 5.6 The supplier shall thereafter remit state levies as may be applicable through the Corporation or to the Excise Department. The supplier may note that they are responsible for remitting the correct quantum of duties and that they are liable for any short payment of duties. The Corporation shall be entitled to recover any short payment of duty from them, should such instances occur.

**6. Delivery**

- 6.1 As indicated above, manufacturers shall effect supplies within the time period mentioned in the OFS. The stocks shall be delivered at the concerned depot of the Corporation at the cost and risk of the manufacturer and shall conform to the brand, quantity and pack sizes as indicated in the OFS. Any delivery that deviates from the OFS shall not be acknowledged by the Corporation and shall not be unloaded at the depot.
- 6.2 An exclusive invoice shall be raised for every OFS issued. At the time of effecting delivery, the manufacturers shall invariably quote in their invoice the reference number and date of the OFS issued by the Corporation and surrender the OFS in original to the receiving depot.
- 6.3 In cases of all supplies from manufacturers in the State and in respect of imported brands (both from outside the state and the country), the invoice rate shall be as indicated in the OFS.
- 6.4 The invoice of the manufacturer shall be accompanied by the following documents and shall be submitted to the receiving depot.
- (i) The original OFS issued by the Corporation. If the supplies made are in satisfaction of more than one order so issued, all such orders shall be attached;
  - (ii) Copy of the permits issued by the Excise Department;
  - (iii) Lorry Receipt;
  - (iv) Copy of the challans for having remitted / deposited duties and
  - (v) A statement of the excise adhesive labels / holograms with details of unique identifying numbers (for each bottle) of the carton boxes delivered, segregated item wise in case of manufacturers in the state.

- 6.5 All manufacturers / importers are required to mention the excise adhesive label / holograms identifying numbers on all the liquor carton boxes supplied to the Corporation as required by Excise Department from time to time. Such details may be furnished in each carton box as per the format given below, as a sticker / rubber stamp pasted / affixed on the box.

Supplies to the RSBCL	
Name and Address of the Distillery/Brewery	
-----	
-----	
-----	
Excise adhesive / hologram numbers	
From	
To	

- 6.6 Manufacturers may please note that the consignment would not be unloaded in the receiving depot if the requirements indicated in paragraphs 6.4 and 6.5 above are not met.
- 6.7 Manufacturers shall ensure that the carton boxes used by them conform to the specifications of the Bureau of Indian Standards and that the boxes do not become a cause for excessive transit and / or depot damages. The Corporation may, if it so warrants, issue necessary guidelines in case of manufacturers who do not use standard boxes, which shall be followed by them.
- 6.8 Manufacturers shall also ensure that they do not overload the lorries transporting their goods. Needless to mention, such overloading is a major cause of excessive transit and depot damages. Any instance of overloading noticed by the Corporation may result in appropriate action as may be necessary.

## **7. Adherence to Quality**

- 7.1 The manufacturer is expected to ensure that the items delivered to the Corporation are fit for human consumption and adheres to the quality as stipulated by the relevant standards of the Bureau of Indian Standards and/or other standards as may be applicable or as desired by Government of Rajasthan. Government of Rajasthan has decided that IMFL, only with ENA as base raw material, would be allowed in Rajasthan. Manufacturers of beer may please note that beer when delivered to the Corporation shall be within 90 days of date / month of bottling. In exceptional cases beer supplied after 90 days may be accepted after recording reasons subject to minimum charges of Rs. 10/- per carton box for first 10 days and afterwards charges will be Re. 1/- per carton box per day.

- 7.2 The Corporation may periodically test samples of such items as it may decide, to ensure that quality standards are adhered to. If an item does not adhere to the quality standards expected of it, sale in respect of that particular batch of the item (if in stock) would be suspended immediately. A communication would be sent to the manufacturer alongwith the results of tests carried out with a request to withdraw stocks of the particular batch from the depots at his cost. The manufacturer would also be advised to improve the quality to conform to specifications.
- 7.3 All other brands of such manufacturer will also be subjected to examination and the cost of testing these samples would be debited to the manufacturer. If any of these products does not conform to specifications, then such products would be black listed and the Corporation would stop transacting in the same.

## **8. Transit Risk and Losses**

- 8.1 It is the responsibility of the manufacturer to deliver stocks at the depots of the Corporation. This includes stacking of the liquor in the depot. Therefore any risk during the transit of liquor from the premises of the supplier till the stocks are unloaded and stacked in the depot shall be borne by the manufacturer, who may, if necessary, seek an insurance cover.
- 8.2 Transit losses would fall in one of the categories described below. Such losses shall be to the account of the manufacturer.

*Short Receipt* – Receipt of lesser number of items than what is mentioned in the invoice of the manufacturer and/or mentioned in the transport permit would be categorized under this head. Such short receipt would generally be in the nature of missing bottles in carton boxes, though missing of whole carton boxes cannot be ruled out.

*Broken Items* – Items that are received in broken condition or detected during delivery by RSBCL for further sales or detected during affixation of excise adhesive labels in case of imported items (both from outside the State and from outside the country) would be categorized under this head.

## **9. Stocks held for sale**

- 9.1 The Corporation would take necessary care of the stored stock as is reasonably possible and expected of it.

9.2 Damage to stock held for sale as a result of any negligence of the manufacturer or the transporter, it would be to the account of the manufacturer. More particularly, instances of bottles having hairline cracks resulting in steady evaporation of the contents, quantity filled being less than the declared quantity damage due to weak carton boxes, etc., which are controllable by the manufacturer can not be treated as storage losses attributable to the Corporation. Such or other similar losses whenever detected shall be treated as transit losses and the concerned supplier debited accordingly. Any decision of the Corporation as regards the nature and quantum of such losses shall be final. Manufacturers may, if they so desire, depute their representatives to verify such bottles and satisfy themselves.

9.3 Manufacturers may appreciate that storage space as a resource has to be optimally utilized and slow moving / non-moving stocks of one manufacturer should not result in limiting market access of others. It is therefore necessary that stocks move regularly and non-moving stocks are weeded out. The stocks held by the Corporation would therefore be categorized as under.

*Active stocks* – Stocks that are up to 60 days old in case of Beer and upto 120 days in case of IMFL, would be treated as active stocks.

*Inactive stock* – Stocks that are more than 60 and 120 days old in case of Beer and IMFL respectively would be treated as inactive or non-moving stocks.

9.4 Inactive stocks shall be charged a demurrage of Rs.2 per carton box per day. The demurrage charge shall be computed on the basis of carton box days (i.e. one carton box of an inactive item stored for one day is termed as a carton box day and would attract a demurrage of Rs.2/-) and adjusted against the payments due to the manufacturer. Any tax / levy (e.g. Service Tax) chargeable on demurrage with surcharge thereon, if any, will also be recoverable from the manufacturer as per provision in this regard.

9.5 In the beginning of the month, the Corporation would give details of inactive items as at the end of the previous month, with a request to liquidate them within thirty days. If the manufacturer does not take necessary action to liquidate such stocks within the period aforesaid, the Corporation would dispose off the inactive stocks in any manner as may be appropriate and the difference between the price of delivery of liquor and the amount realized shall be borne by the manufacturer. The manufacturer shall not have any further claim against the Corporation in respect of such stocks. In case of any failure of the manufacturer to deposit any RSBCL dues to be recovered from the manufacturer, the stock of manufacturer may also be disposed off in the same manner to recover the dues after giving notice of 15 days.

- 9.5.1 In case manufacturers / suppliers / distilleries make a written request to the Corporation about their intention to withdraw stocks of IMFL from depots for re-processing in view of non-movement, deterioration in quality and packing etc., RSBCL will recommend to the Excise Commissioner to permit the distilleries to take back the stocks for re-processing in the manner to be prescribed by the Excise Department. Corporation margin @ 2% plus demurrage shall be recovered from the supplier in case of taken back stocks for reprocessing, just like other stock.
- 9.6 However, any stock of beer lying unsold for a period over six months from the date / month of bottling or stocks declared unfit for human consumption at the depot shall be drained out by the Corporation. Any expenditure incurred by the Corporation towards this shall be recovered from the manufacturer. No compensation shall be payable in respect of such stock. Corporation margin @ 2% plus demurrage (subject to the maximum period of six months from the date / month of bottling in case of drain out) shall be recovered from the supplier in case of such stocks also, just like other stock.
- 9.6.1 In case where such beer is not drained out in the Depot itself, it is further provided that the breweries are allowed to take the old stock of beer back to their factories, which is over six months from the date / month of bottling, and lying with the RSBCL depot, where the same will be drained out under the supervision of Excise Department. The decision with regard to refund / adjustment of Excise Duty on such stocks (taken back to factory) shall be taken by Excise Department as per the provision of Rajasthan Excise Act / Rules. Corporation margin @ 2% plus demurrage shall be recovered from the supplier in case of such stocks also, just like other stock.

## **10. Inter Depot Transfers**

- 10.1 The Corporation shall have the liberty to effect inter depot transfer of stocks for quick and easy disposal. Manufacturers may also request for such transfers, if in their opinion, such transfers would facilitate disposal of stocks. However, the decision of the Corporation in this regard shall be final.
- 10.2 Manufacturers shall bear all expenses towards inter depot transfers. If for any reason, the Corporation expends any amount towards the transfer, like permit fees, such amounts shall be immediately debited to the account of the manufacturer. Transit losses due to the transfer shall be borne by them.

- 10.3 Where any application is presented for issue of Inter Depot Transfer order the supplier shall be required to deposit fee @ Rs. 1/- per CB subject to minimum of Rs. 50/- per T.O.O. or as decided by MD, RSBCL from time to time. However, as regards extension and cancellation of T.O.O., the fees prescribed for extension / cancellation of OFS, as mentioned in relevant clauses shall be applicable.

**11. Payment for stocks sold**

- 11.1 The Corporation shall pay the manufacturer only for the stocks sold. Unsold stock shall not be eligible for any payment, except to the extent mentioned in clauses 12 and 13 below.
- 11.2 The amount payable to a manufacturer for the sales provisionally recorded within the week ending every Tuesday shall be computed and credited through RTGS on the following Saturday. Any amounts to be recovered from the manufacturer due to demurrage charges, interest, etc. shall be recovered out of the amounts payable. The Corporation would provide a statement of provisional sales recorded to facilitate reconciliation. Any missing data due to delays / failures in electronic transfer of data shall be reckoned in the succeeding week and adjusted.
- 11.3 The Corporation prefers to transfer the amounts due to the manufacturer directly to their bank account. To facilitate such transfer, manufacturers may open an account with any one of the bankers to the Corporation.
- 11.4 The Corporation would not be a party to any bill discounting arrangement that the manufacturer may enter into with his bank.
- 11.5 Once in three months, the Corporation would verify unaudited sales data and rework the payment due to the manufacturer. Any adjustment necessary would be made after such verification.
- 11.6 The Corporation would provide an extract of all transactions of manufacturer before the 10<sup>th</sup> of the succeeding month. Manufacturers may verify the statement and point out instances of differences, if any, within the next two months. The Corporation would, after confirmation, initiate corrective action. However, the Corporation shall entertain no such difference after two months of the close of the financial year.

**12. Advances Towards Duties Paid for Stocks Delivered**

- 12.1 The Corporation may advance the Excise Duty and other fees / duties remitted by manufacturers in respect of stocks delivered. The scale of reimbursement would be as per the norms structure of such duties / fees payable to Government of Rajasthan (Excise Department) / the Corporation.

- 12.2 Manufacturers shall specifically express their willingness ten days prior to the date from which they desire the advance and conclude an agreement as may be prescribed and required before the advance can be paid. Any manufacturer who has opted for obtaining the advance may opt out after giving ten days notice. In such a case, the outstanding advance would be recovered as may be decided by the Corporation.
- 12.3 Stocks that have an inventory turnover ratio (the ratio computed as the total sales for the last three months divided by the average stock held during that period, called eligible stock) of 2.5 or above shall alone be eligible for the advance.
- 12.4 The Corporation shall have the first charge on the eligible stocks for which an advance has been paid. The manufacturer shall be obliged to inform this position to the bank with which it has banking arrangements and inform the Corporation accordingly.
- 12.5 Manufacturers may ensure that the value of eligible stocks held by the Corporation is 1.75 times the advance outstanding against them. In the event the value of eligible stock falls below 1.75 times the advance outstanding, proportionate recovery would be made out of the amounts due to the manufacturer on the next payment day.
- 12.6 The advance shall be paid on every Saturday along with the payment for stocks disposed off by the Corporation. The advance shall carry interest at 12 per cent per annum. The advance in respect of the stock sold and the interest payable on the amount outstanding shall be computed every week and adjusted against the payment to be received by the manufacturer.

**13. Advance payment of duties for supply of stocks**

- 13.1 Manufacturers, who have adequate stocks and/or have sufficient raw material and work in progress and other facilities to supply stock against the OFS issued by the Corporation within three days of drawing the advance, are eligible to avail an advance for payment of Excise duty and other fees / duties as payable to Government of Rajasthan (Excise Department).
- 13.2 Only eligible stock (as defined in para 12.3) shall qualify for the advance. The quantum of advance shall not exceed 30 per cent of the purchase value of the monthly sale quantity of the eligible stock.

- 13.3 Manufacturers intending to avail an advance as aforesaid shall make a written request to the Corporation and conclude an agreement as prescribed by the Corporation before the Corporation considers their request. They shall indicate the amount of advance that they seek, giving details of the brands, sizes and quantities that they intend to supply against the advance requested.
- 13.4 The Corporation shall scrutinize such applications and may make inquiries and call for a confirmation from the Distillery Officer regarding availability of stocks for delivery and/or such other evidence as may be necessary to ascertain the stock position and the capability of the manufacturer to supply against OFS issued and arrive at the actual amount of advance required for payment of ED and other fees / duties applicable by the manufacturer.
- 13.5 The Corporation reserves the right to reject an application completely or partially and make such changes in quantities and brands as it deems fit. The Corporation may, in order to safeguard its interest, attach such additional conditions as may be necessary.
- 13.6 A deposit of 12% of the advance sought / sanctioned shall be retained by the Corporation out of the amount payable before any disbursement of advance is made. Then the Corporation shall provide a demand draft in favour of Excise Commissioner and the distillery officer of the concerned manufacturer shall acknowledge the DD.
- 13.7 Manufacturers shall supply the ordered quantity, against which the advance has been availed as above, within three days from the date of payment of duty. The Corporation may at its sole discretion, extend the time for supply of stock by the manufacturer, but in no case shall it extend beyond seven days from the date of payment of duty.
- 13.8 Manufacturers shall ensure that the goods so delivered are liquidated within ten days from the date of delivery at the depots of the Corporation.

#### **14. Representatives of the Manufacturers**

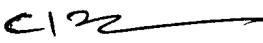
- 14.1 The Corporation would allow collection of OFS and other documents only by authorized representatives of manufacturers. Such representatives (not exceeding three) may be authorized as in the format in Annexure 12, a copy of which shall be delivered to the Corporation for its record. Authorized representatives shall produce another copy before the OFS or documents are handed over.

**15. Jurisdiction**

- 15.1 All transactions of the Corporation with the Manufacturer shall be subject to the jurisdiction of Jaipur.


**16. Review of the Policy**

- 16.1 The above policy is subject to periodic review. The Corporation is at liberty to amend it, if the circumstances so warrant.

  
(R. K. Goyal)  
Executive Director  
RSBCL, Jaipur.

Copy for information / necessary action:

- (i) Principal Secretary, Finance, Govt. of Rajasthan
- (ii) Finance Secretary (R), Govt. of Rajasthan
- (iii) Excise Commissioner, Rajasthan
- (iv) Director, Excise Enforcement, Jaipur
- (v) Executive Director, RSBCL / All GMs
- (vi) All Additional Commissioners, Excise / DEOs
- (vii) All Depot Managers / Managers RSBCL.
- (viii) All Manufactures / Suppliers.
- (ix) Circular - Master File

  
(Ashok Pathak)  
General Manager (Operation)

**Annexure 1**

**Details of the Organisation of the Manufacturer / Supplier**

(To be given in the letterhead of the Organization)

Name of the organisation:				
Type of the organisation:	Company / Partnership / Sole Proprietorship			
Particulars of the Chief Executive/Managing Partner/Owner	Name	Address	Telephone number	Fax number
Particulars of the other Directors / Partners	Name (1) (2) (3) (4)	Address	Telephone number	Fax number
Address for correspondence				
E-mail id				
Bank particulars  a) Name of the bank b) Branch c) Account number				

Place:

Date:

Sd/-  
Chief Executive / Managing Partner /Owner  
(Name)

22

**Annexure 2**

**Details of Executives Authorized to deal with the Corporation on behalf of the  
Manufacturer / Supplier**

(To be given in the letterhead of the Organization)

Name of the executive		
Designation		
Address		
Telephone number		
Mobile number		
E mail id		
Specimen signature	(1) (2)	(1) (2)

Place:

Date:

Sd/-

Chief Executive / Managing Partner / Owner  
(Name)

**Agreement to be executed by Manufacturers / Suppliers of Liquor**

(To be executed in stamp paper of denomination of Rs. 100/-)

**AGREEMENT**

This Agreement made at Jaipur on.....day of ..... Two Thousand nine between the Rajasthan State Beverages Corporation Limited (RSBCL) having its Head office at "Vitta Bhavan (D Block, 1<sup>st</sup> Floor), Jan path (Near State Assembly), JAIPUR – 302 005 (Rajasthan) represented by its General Manager (Operations) Shri Ashok Pathak, (hereinafter called the 'Corporation') which term, unless, repugnant to the context, shall mean and include its executors, administrators, successors-in-interest, assigns, etc., of the  
ONE PART

AND

M/s.....  
..... represented by Shri..... (Hereinafter called the 'Manufacturer', the term including the Supplier) which term, unless, repugnant to the context, shall mean and include its executors, administrators, successors-in-interest, assigns, etc., of the OTHER PART. That Shri.....has been authorized to represent the Company / Firm / Society in all matters connected with and in relation to the liquor supplies to the Corporation for the year 2009-2010 in the Territory of State of Rajasthan. (Power of attorney attached).

WHEREAS the Corporation registered under the Companies Act, 1956, is a Government Company within the meaning of Section 617 of the said Act.

WHEREAS the Corporation is authorized by the Government of Rajasthan (Excise Department) to exclusively deal with IMFL, Beer, Wine and all liquor items (except Country Liquor),

WHEREAS the Manufacturer is a licensee under Rule .....of the .....Rules. (Mention the details of the concerned State Act / Rules). That the said M/s..... (Distillery / brewery / winery / bottling plant) is an individual / a partnership firm/ a public limited company / a private limited company / a co-operative society registered under the Companies Act, 1956 / Partnership Act, 1932 / relevant co-operative societies Act. (Mention the relevant Act / Rules) And the said M/s..... is not ineligible under Rajasthan Excise Act and relevant Rules framed thereunder.

WHEREAS under the authority vested by the Excise Department, Government of Rajasthan, the Manufacturer as a licensee under the relevant rules shall sell wine, beer or Liquor (all of which, i.e., Wine, Beer, IMFL and Liquor are hereinafter collectively and severally referred to as 'Liquor') respectively only to the Corporation.

WHEREAS the parties herein have entered into this Agreement for the distribution of Liquor on the following terms and conditions.

**NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:**

**1. QUANTITY FOR DISTRIBUTION**

- 1.1 The quantity of Liquor to be procured and distributed shall be determined by the Corporation from time to time, keeping in view the demand for Liquor manufactured / supplied by the Manufacturer.
- 1.2 The Manufacturer shall not claim the right for distribution of Liquor through the Corporation.

**2. DELIVERY**

- 2.1 The Manufacturer shall bottle, seal, pack, load, transport, unload and stack the Liquor at the depots of the Corporation at its cost and risk. The Corporation is not liable for any transit risk and other perils. In its own interest, the Manufacturer may arrange for an insurance coverage for all the risks including transit risk.
- 2.2 The Manufacturer shall ensure that the Liquor is transported in an exclusive vehicle and that other goods are not transported in it.
- 2.3 The Manufacturer shall deliver the Liquor in good condition within such time and at such depots as specified by the Corporation.
- 2.4 The Manufacturer shall bear transit losses and damages as defined in clause 8.2 and 9.2 of LSP 2009-10. The Manufacturers shall not claim for shortages, if any, arising from the difference between the quantities as dispatched it and the stocks actually delivered.
- 2.5 Delivery shall be in line with the Orders for Supplies placed by the Corporation and shall be completed within the period specified by the Corporation. Short supplies, if any, shall not be carried forward beyond the validity period of the Order for Supplies.

- 2.6 Non-delivery and / or repeated delays in adhering to the delivery schedule may entail in recall of the pending Order for Supplies, suspension of distribution and may attract other penalties as may be imposed by the Corporation.
- 2.7 The Manufacturer shall, as may be required by the Corporation, transfer Liquor from one depot to another depot of the Corporation to enable quick disposal of Liquor and shall bear the cost incurred towards inter depot transfer fee, loading, freight, unloading, etc. Any transit damages that may arise on account of such transfer shall be borne by the Manufacturer.

### **3. QUALITY**

- 3.1 The Corporation may, from time to time, specify the quality of Liquor to be delivered and the Manufacturer shall adhere to such quality specifications. As per orders of Government of Rajasthan, only such IMFL would be marketed in Rajasthan, which are manufactured with Extra-Neutral Alcohol (ENA) as the base raw material. (For example, no IMFL would be sold with Rectified Spirit as the base raw material).
- 3.2 The Corporation may reject the Liquor that does not confirm to the quality specified by it. If the Liquor is found to be unfit for human consumption, the same would be destroyed, disentitling the Manufacturer to claim any amounts therefrom. However, if the rejected Liquor is such that, it is fit for human consumption, but does not meet the standards specified by the Corporation, the same would be disposed off in accordance with the rules framed under the Rajasthan Excise Act, 1950. The consideration to be paid to the Manufacturer would be determined by the Corporation, based on the cost of disposal, statutory duties, etc.

### **4. CANCELLATION OF ORDERS**

- 4.1 The Corporation shall, without prejudice to its legal rights, have the right to forthwith terminate any or all Order for Supplies placed on the Manufacturer and forfeit deposits, if any, if the Manufacturer or any of his representatives, workers, employees, etc.,
- (a) indulge in any activity which is directly or indirectly prejudicial to the interest of the Corporation; or
  - (b) indulge in forgery, falsification, fabrication of any document, bill, voucher or delivery challan or commit any offence in connection with the manufacture and supply of Liquor, which offence is punishable under law.

- 4.2 All losses incurred by the Corporation on account of the Manufacturer, his agents, workmen, employees, etc. committing the above said prohibited acts, shall be recovered from the Manufacturer.
- 4.3 If the Manufacturer indulges in any unfair trade practice, the Corporation shall have the right to cancel the Order for Supplies placed on the Manufacturer.

## **5. PRICE**

- 5.1 The Manufacturer shall deliver the Liquor at a price as may be indicated by the Corporation.
- 5.2 Any difference due to price reduction on account of revision in price by the Manufacturer or due to a change in duties shall be borne by the Manufacturer.
- 5.3 The Manufacturer shall communicate to the Corporation any sales promotion scheme/activity including the price structure, validity period, etc., at least two weeks prior to its introduction to the market.

## **6. PAYMENT**

- 6.1 The Corporation may advance, either in full or in part, the duties paid or to be paid by the Manufacturer to the Government. The Corporation would, from time to time, determine the interest payable on the amount so advanced, and the Manufacturer shall pay the same. The Corporation shall be entitled to deduct such advance, the interest due or other dues from any amounts due to the Manufacturer.
- 6.2 Payment for the Liquor delivered (less the amount advanced) shall be made only after the disposal of Liquor, and is subject to any periodicity that may be specified by the Corporation.

## **7. STOCK HELD FOR SALE**

- 7.1 If stock of Beer and IMFL is not disposed off within 60 and 120 days respectively, the Corporation would levy demurrage charges at Rs.2/- per case per day and any tax / levy chargeable on demurrage.. The Corporation out of any payment due to the Manufacturer shall recover such demurrage charges.
- 7.2 Without prejudice to 7.1 above, the Corporation may dispose of Beer and IMFL lying unsold for over 90 and 150 days respectively and the difference between the price of delivery of Beer / IMFL and the amount so realized shall be borne by the Manufacturer.

7.3 Further, it is agreed that any stock of Beer lying unsold in the depot of the Corporation for a period exceeding six months from the date / month of bottling or declared unfit for human consumption shall be drained out by the Corporation. No payment shall be made in respect of such stock. In case where such beer is not drained out in the Depot itself, the breweries are allowed to take the old stock of beer back to their factories, where the same will be drained out under the supervision of Excise Department. The decision with regard to refund / adjustment of Excise Duty on such stocks (taken back to factory) shall be taken by Excise Department as per the provision of Rajasthan Excise Act / Rules.

7.4 The Corporation may, on its own accord, or on the representation of the Manufacturer, review the storage time aforesaid.

7.5 Any abnormal storage loss attributable to the Manufacturer shall be borne and made good by the Manufacturer.

## **8. INSPECTION AND SUPERVISION**

8.1 The Manufacturer shall offer all facilities to the Corporation for supervising and verifying various activities like manufacturing, measuring, bottling, sealing, loading, transporting, unloading, etc.

8.2 It shall be open to the Corporation to post its officials under / or of the Government and / or any technical and security personnel as it may deem it necessary from time to time.

8.3 More particularly, the Corporation shall have unhindered access to all manufacturing and appurtenant facilities and records of the Manufacturer for verification and inspection. It shall be entitled to monitor the movement of raw materials into and finished goods from the premises of the Manufacturer.

## **9. COMPLIANCE WITH LAWS**

9.1 The Manufacturer shall comply with the requirements of all laws, which are applicable for him, including timely remittance of tax dues and filing of returns.

## **10. FORCE MAJEURE**

10.1 Upon the occurrence of any event of Force Majeure, the Party being affected by such event shall, without delay, notify the other Party in writing.

- 10.2 In the event of any failure in performance due to any Force Majeure condition, such as war, strike, fire, natural disaster, or any other cause whatsoever beyond the control of the Party being affected, the Party so failing shall, to that extent, be exempted during the period of such happening from the liabilities that would otherwise result from its failure. The occurrence of the event of Force Majeure will not relieve either party from performing its obligations at such times and to the extent as may be possible after the intervention of the event of Force Majeure.

## **11. ARBITRATION**

- 11.1 Any dispute, which may arise between the Parties herein shall be submitted to arbitration. The arbitral award shall be conclusive, final and binding on both the Parties herein. The Manufacturer has agreed with the Corporation to provide for the nomination of a sole arbitrator by the Corporation only from amongst the following:

- (a) Any retired Judge of the High Court of Rajasthan
- (b) Any retired Chief Secretary or Additional Chief Secretary to Government of Rajasthan.
- (c) Any retired Excise Commissioner to Government of Rajasthan.

## **12. INDEMNITY**

- 12.1 The Manufacturer shall keep the Corporation harmless and indemnified in all matters arising from supply of the Liquor to the Corporation and its subsequent disposal. Any third party claims arising, the Manufacturer at his cost shall settle retailer or consumer.

- 12.2 Without prejudice to the generality of the circumstances contained in 12.1, the Manufacturer shall specifically indemnify the Corporation and keep it harmless with respect to

- (i) Non-compliance with the standards specified by the Corporation;
- (ii) Non-conformation to the provisions of various laws in force; and consequences, losses or claims (including claims of additional duty raised by the Government of Rajasthan) more specifically, the non-remittance and short remittance towards the duties statutorily payable.
- (iii) Any claims for infringement of patent, trademarks etc., relating to Liquor delivered.

**13. JURISDICTION**

- 13.1 Both the parties are amenable to the jurisdiction of the Jaipur City Civil Court only irrespective of where the cause of action or a part of it arises.

**14. LIQUIDATED DAMAGES**

- 14.1 Notwithstanding any clause hereinabove, the Manufacturer is liable to pay liquidated damages of Rs.100,000 (Rupees One Lakh Only) for each breach of this agreement not exceeding 10% of the total value of the Liquor to be delivered.
- 14.2 Further if the liquidated damages are not paid within three days from the date of the receipt of the demand intimation, the Manufacturer is liable to pay interest on the quantified liquidated damages at 12% per annum.
15. It is further agreed upon that, any term & condition, which is related to the Corporation and suppliers, but not indicated herein, shall be as per specific provisions of Liquor Sourcing Policy 2009-10.

IN WITNESS WHEREOF, the Corporation and Manufacturer have set and subscribed their signatures and seals on the day, month and year aforementioned in the presence of the following attesting witnesses

For RSBCL

For Manufacturer

**WITNESSES:**

- 1.
- 2.

**Annexure 4**

**Details of Authorized representatives, if any authorized to deal with the RSBCL  
on behalf of the Manufacturer / Supplier**

(To be given in the letterhead of the Organization)

Name of the representative		
Organisation of the Representative		
Address		
Telephone number		
Mobile number		
E mail id		
Specimen signature	(1) (2)	(1) (2)

Place:

Date:

Sd/-  
Chief Executive / Managing Partner / Owner  
(Name)

32 ✓

**Annexure 5**

**Agreement to be executed by Manufacturers located outside the Country**

(To be executed in stamp paper of denomination Rs. 100)

**AGREEMENT**

This Agreement made at Jaipur on ..... day of ..... Two Thousand nine between the Rajasthan State Beverages Corporation Limited (RSBCL) having its Head office at "Vitta Bhavan (D Block, 1<sup>st</sup> Floor), Jan path (Near State Assembly), JAIPUR – 302 005 (Rajasthan) represented by its General Manager (Operations) Shri Ashok Pathak, (hereinafter called the 'Corporation') which term, unless, repugnant to the context, shall mean and include its executors, administrators, successors-in-interest, assigns, etc., of the ONE PART

**AND**

M/s.....  
.....represented by Shri..... (Hereinafter called the 'importer' or alternately the "Manufacturer", the term including the Supplier) which term, unless, repugnant to the context, shall mean and include its executors, administrators, successors-in-interest, assigns, etc., of the OTHER PART. That Shri .....has been authorized to represent the Company / Firm / Society in all matters connected with and in relation to the liquor supplies to the Corporation for the year 2009-2010 in the Territory of State of Rajasthan. (Power of attorney attached)

WHEREAS the Corporation registered under the Companies Act, 1956, is a Government Company within the meaning of Section 617 of the said Act.

WHEREAS the Corporation is authorized by the Government of Rajasthan (Excise Department) to exclusively deal with IMFL, Beer, Wine and all liquor items (except Country Liquor),

WHEREAS the Manufacturer is a licensee under Rule...of the .....Rules. (Mention the details of the concerned State Act / Rules). That the said M/s..... (Distillery / brewery / winery / bottling plant) is an individual / a partnership firm/ a public limited company / a private limited company / a co-operative society registered under the Companies Act, 1956 / Partnership Act, 1932 / relevant co-operative societies Act. (Mention the relevant Act / Rules). And the said M/s.....are not ineligible under Rajasthan Excise Act and relevant Rules framed thereunder.

WHEREAS under the authority vested by the Excise Department, Government of Rajasthan, the Manufacturer as a licensee under the relevant rules shall sell wine, beer or Liquor (all of which, i.e., Wine, Beer, IMFL and Liquor are hereinafter collectively and severally referred to as 'Liquor') respectively only to the Corporation.

WHEREAS the parties herein have entered into this Agreement for the distribution of Liquor on the following terms and conditions.

**NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:**

**1. QUANTITY FOR DISTRIBUTION**

- 1.1 The quantity of Liquor to be procured and distributed shall be determined by the Corporation from time to time, keeping in view the demand for Liquor manufactured / supplied by the Manufacturer.
- 1.2 The Manufacturer shall not claim the right for distribution of Liquor through the Corporation.

**2. DELIVERY**

- 2.1 The Manufacturer shall bottle, seal, pack, load, transport, unload and stack the Liquor at the depots of the Corporation at its cost and risk. The Corporation is not liable for any transit risk and other perils. In its own interest, the Manufacturer may arrange for an insurance coverage for all the risks including transit risk.
- 2.2 The Manufacturer shall ensure that the Liquor is transported in an exclusive vehicle and that other goods are not transported in it.
- 2.3 The Manufacturer shall deliver the Liquor in good condition within such time and at such depots as specified by the Corporation.
- 2.4 The Manufacturer shall bear transit losses and damages as defined in clause 8.2 and 9.2 of LSP 2009-10. The Manufacturers shall not claim for shortages, if any, arising from the difference between the quantities as dispatched it and the stocks actually delivered.
- 2.5 Delivery shall be in line with the Orders for Supplies placed by the Corporation and shall be completed within the period specified by the Corporation. Short supplies, if any, shall not be carried forward beyond the validity period of the Order for Supplies.

- 2.6 Non-delivery and / or repeated delays in adhering to the delivery schedule may entail in recall of the pending Order for Supplies, suspension of distribution and may attract other penalties as may be imposed by the Corporation.
- 2.7 The Manufacturer shall, as may be required by the Corporation, transfer Liquor from one depot to another depot of the Corporation to enable quick disposal of Liquor and shall bear the cost incurred towards inter depot transfer fee loading, freight, unloading, etc. Any transit damages that may arise on account of such transfer shall be borne by the Manufacturer.

### **3. QUALITY**

- 3.1 The Corporation may, from time to time, specify the quality of Liquor to be delivered and the Manufacturer shall adhere to such quality specifications. As per orders of Government of Rajasthan, only such IMFL would be marketed in Rajasthan, which are manufactured with Extra-Neutral Alcohol (ENA) as the base raw material. (For example, no IMFL would be sold with Rectified Spirit as the base raw material).
- 3.2 The Corporation may reject the Liquor that does not confirm to the quality specified by it. If the Liquor is found to be unfit for human consumption, the same would be destroyed, disentitling the Manufacturer to claim any amounts therefrom. However, if the rejected Liquor is such that, it is fit for human consumption, but does not meet the standards specified by the Corporation, the same would be disposed off in accordance with the rules framed under the Rajasthan Excise Act, 1950. The consideration to be paid to the Manufacturer would be determined by the Corporation, based on the cost of disposal, statutory duties, etc.

### **4. CANCELLATION OF ORDERS**

- 4.1 The Corporation shall, without prejudice to its legal rights, have the right to forthwith terminate any or all Order for Supplies placed on the Manufacturer and forfeit deposits, if any, if the Manufacturer or any of his representatives, workers, employees, agents, etc.,
- (a) indulge in any activity which is directly or indirectly prejudicial to the interest of the Corporation; or
  - (b) indulge in forgery, falsification, fabrication of any document, bill, voucher or delivery challan or commit any offence in connection with the manufacture and supply of Liquor, which offence is punishable under law.

4.2 All losses incurred by the Corporation on account of the Manufacturer, his representatives, workmen, employees, etc. committing the above said prohibited acts, shall be recovered from the Manufacturer.

4.3 If the Manufacturer indulges in any unfair trade practice, the Corporation shall have the right to cancel the Order for Supplies placed on the Manufacturer.

**5. PRICE**

5.1 The Manufacturer shall deliver the Liquor at a price as may be indicated by the Corporation.

5.2 Any difference due to price reduction on account of revision in price by the Manufacturer or due to a change in duties shall be borne by the Manufacturer.

5.3 The Manufacturer shall communicate to the Corporation any sales promotion scheme/activity including the price structure, validity period, etc., at least two weeks prior to its introduction to the market.

**6. PAYMENT**

6.1 The Corporation may advance, either in full or in part, the duties paid or to be paid by the Manufacturer to the Government. The Corporation would, from time to time, determine the interest payable on the amount so advanced, and the Manufacturer shall pay the same. The Corporation shall be entitled to deduct such advance, the interest due or other dues from any amounts due to the Manufacturer.

6.2 Payment for the Liquor delivered (less the amount advanced) shall be made only after the disposal of Liquor, and is subject to any periodicity that may be specified by the Corporation.

**7. STOCK HELD FOR SALE**

7.1 If stock of Beer and IMFL is not disposed off within 60 and 120 days respectively, the Corporation would levy demurrage charges at Rs.2/- per case per day and any tax / levy chargeable on demurrage. The Corporation out of any payment due to the Manufacturer shall recover such demurrage charges.

7.2 Without prejudice to 7.1 above, the Corporation may dispose of Beer and IMFL lying unsold for over 90 and 150 days respectively and the difference between the price of delivery of Beer / IMFL and the amount so realized shall be borne by the Manufacturer.

32

- 7.3 Further, it is agreed that any stock of Beer lying unsold in the depot of the Corporation for a period exceeding six months from the date / month of bottling or declared unfit for human consumption shall be drained out by the Corporation. No payment shall be made in respect of such stock. In case where such beer is not drained out in the Depot itself, the breweries are allowed to take the old stock of beer back to their factories, where the same will be drained out under the supervision of Excise Department. The decision with regard to refund / adjustment of Excise Duty on such stocks (taken back to factory) shall be taken by Excise Department as per the provision of Rajasthan Excise Act / Rules.
- 7.4 The Corporation may, on its own accord, or on the representation of the Manufacturer, review the storage time aforesaid.
- 7.5 Any abnormal storage loss attributable to the Manufacturer shall be borne and made good by the Manufacturer.

## **8. COMPLIANCE WITH LAWS**

- 8.1 The Manufacturer shall comply with the requirements of all laws, which are applicable for him, including timely remittance of tax dues and filing of returns.

## **9. FORCE MAJEURE**

- 9.1 Upon the occurrence of any event of Force Majeure, the Party being affected by such event shall, without delay, notify the other Party in writing.
- 9.2 In the event of any failure in performance due to any Force Majeure condition, such as war, strike, fire, natural disaster, or any other cause whatsoever beyond the control of the Party being affected, the Party so failing shall, to that extent, be exempted during the period of such happening from the liabilities that would otherwise result from its failure. The occurrence of the event of Force Majeure will not relieve either party from performing its obligations at such times and to the extent as may be possible after the intervention of the event of Force Majeure.

## **10. ARBITRATION**

- 10.1 Any dispute, which may arise between the Parties herein, shall be submitted to arbitration. The arbitral award shall be conclusive, final and binding on both the Parties herein. The Manufacturer has agreed with the Corporation to provide for the nomination of a sole arbitrator by the Corporation only from amongst the following:

- (a) Any retired Judge of the High Court of Rajasthan
- (b) Any retired Chief Secretary or Additional Chief Secretary to Government of Rajasthan.
- (c) Any retired Excise Commissioner to Government of Rajasthan.

## **11. INDEMNITY**

- 11.1 The Manufacturer shall keep the Corporation harmless and indemnified in all matters arising from supply of the Liquor to the Corporation and its subsequent disposal. Any third party claims arising, the Manufacturer at his cost shall settle retailer or consumer.
- 11.2 Without prejudice to the generality of the circumstances contained in 12.1, the Manufacturer shall specifically indemnify the Corporation and keep it harmless with respect to
  - (iv) Non-compliance with the standards specified by the Corporation;
  - (v) Non-conformation to the provisions of various laws in force; and consequences, losses or claims (including claims of additional duty raised by the Government of Rajasthan) more specifically, the non-remittance and short remittance towards the duties statutorily payable.
  - (vi) Any claims for infringement of patent, trademarks etc., relating to Liquor delivered.

## **12. JURISDICTION**

- 12.1 Both the parties are amenable to the jurisdiction of the Jaipur City Civil Court only irrespective of where the cause of action or a part of it arises.

## **13. LIQUIDATED DAMAGES**

- 13.1 Notwithstanding any clause hereinabove, the Manufacturer is liable to pay liquidated damages of Rs.1,00,000 (Rupees One Lakh Only) for each breach of this agreement not exceeding 10% of the total value of the Liquor to be delivered.
- 13.2 Further if the liquidated damages are not paid within three days from the date of the receipt of the demand intimation, the Manufacturer is liable to pay interest on the quantified liquidated damages at 12% per annum.
- 14. It is further agreed on that, any term & condition, which is related to the Corporation and suppliers, but not indicated herein, shall be as per specific provisions of Liquor Sourcing Policy 2009-10.

IN WITNESS WHEREOF, the Corporation and Manufacturer have set and subscribed their signatures and seals on the day, month and year aforementioned in the presence of the following attesting witnesses

For RSBCL

For Manufacturer

WITNESSES:

- 1.
- 2.

# DECLARATION OF DISTILLERY / BREWERY / WINERY / BOTTLING PLANT

(ON AFFIDAVIT DULY ATTESTED)

(Separate Declaration for Each Brand)

1. I,..... son of Shri ..... Aged ..... years resident of ..... the Managing Director / Secretary / Proprietor / Partner of M/s..... (Name of the distillery / winery / brewery / bottling plant and its address) solemnly affirm and declare that the following brand of IMFL / Beer / Wine is marketed at the following Ex-Distillery Price (EDP):
- a. Name of the Brand .....  
(Separate Para / Chart for each brand)

Actual Sale Figures and EDP for all over India during last two years.

Name of State/UT	2007-08		2008-09 (Upto the last date of preceding month )		
	Sale in Cases	EDP per Qts Cases	Sale in Cases	EDP per Qts cases	Validity upto (mention date)
1) Andhra Pradesh *					
2) Arunachal Pradesh					
3) Assam					
4) Bihar					
5) Chhatisgarh					
6) Delhi					
7) Goa					
8) Gujrat					
9) Haryana					
10) Himachal Pradesh					
11) Jammu & Kashmir					
12) Jharkhand					
13) Karnataka					
14) Kerala					
15) Madhya Pradesh					
16) Maharashtra					

17) Manipur					
18) Meghalaya					
19) Mizoram					
20) Nagaland					
21) Orisa					
22) Punjab					
23) Rajasthan					
24) Sikkim					
25) Tamil Nadu					
26) Tripura					
27) Uttaranchal					
28) Utar Pradesh					
29) West Bengal					
30) Andaman & Nicobar					
31) Chandigarh					
32) Dadra & Nagar Haveli					
33) Daman and Diu					
34) Lakshadweep					
35) Pondicherry					

\* In case the brand is not being sold in any State / UT, please mentioned, "Not offered".

(Complete details of supplies made to all States should be indicated)

It is CERTIFIED that all the States / Union Territories, to which any sale was made during 2007-08 and / or 2008-09 have been included in the table above.

It is further CERTIFIED that no sale has been made (not even one case) at any EDP lower than the EDP shown in above table against the name of each state / UT.

b. Name of International Beer Brands (Price converted from US\$ to Rs. per case of Quarts) Separate Para / Chart for each brand)

Name of Country	2007-08		2008-09 (Upto the last date of preceding month )	
	Sale in Cases	EDP per Qts Cases	Sale in Cases	EDP per Qts cases
i) India				
ii) USA				
iii)UK				
iv)France				
v) Australia				
vi) & So on				
vii)				

2. I / we certify that the minimum ex-distillery / brewery / winery price net of all duties discounts / rebates / commissions of whatsoever nature allowed in respect of any market in India as on 28.2.2009 are as per details furnished hereunder:-

S. No.	Name of the brand*	Minimum EDP per case fixed for 2008-09 anywhere in India but excluding Rajasthan State		
		QUART	PINT	NIP

\* Details of all variants of brands having similar key word and registered / sold in Rajasthan or elsewhere, this year or last year should be compulsorily mentioned in table 2. (Pl. see para 2.4 and 3.1 of LSP). Details given in table 1(a) may also be appended for each of such variants.

3. I / We confirm and undertake that if at any stage the information furnished in para 1 and para 2 above are found to be false or at variance, I / We undertake to deposit the differential in prices so claimed for such sales that were made at higher EDP along with interest @ 12% per annum.
4. I / We certify that all rights including the trade marks rights in respect of above brands of whisky and rum and other IMFL and Beer as proposed to be sold under in Rajasthan are vested in the distillery / brewery / winery bottling plant or assigned to the applicant under valid agreement made in accordance; with the provisions of the Trade and Merchandise Marks Act, 1958.
5. I / We confirm and certify that the distance between our distillery /brewery / winery / bottling plant and New Delhi (Connaught Place) is.....km. by the shortest route, and average distance in Rajasthan is.....km by the shortest route. (Weighted average may be given)
6. I / We also confirm and certify that Shri. .... is the attorney / authorized representative for our distillery / brewery / winery / bottling plant for the State of Rajasthan.
7. I / We shall be liable for all omission of attorney / authorized representative in execution of terms and conditions with RSBCL.
8. I / We confirm and certify that the information furnished above is true and based on the records maintained in normal course of business and nothing material has been concealed. If at any stage, the information furnished here-in-above is found to be false, the Order for supplies if granted to us, shall be liable to be cancelled and we shall also be liable for black listing by RSBCL for further supplies.

Signature of the Managing Director /  
Secretary /Proprietor / all the partners.  
DEPONENT

Name(s) and Address in block letter of Managing Director in case of Company / Prop. (In case of proprietorship firm) / Secretary. (In case of Society) /partners (In case of partnership firm) of M/s.....

**VERIFICATION**

I, the above named deponent, do hereby verify that the above contents are true to the best of my knowledge and belief and that nothing has been concealed therefrom.

DEPONENT

Name(s) and Address in block letter of Managing Director (In case of Company) / Proprietor (In case of proprietorship firm) / Secretary. (In case of Society) / partners (In case of partnership firm ) of M/s.....

22 ✓

**Annexure-7**

(Note: - Separate Statement to be enclosed for each brand of IMFL / Beer / Wine)

**STATEMENT INDICATING INFORMATION FOR REGISTRATION OF A  
LABEL / BRAND OF IMFL / BEER / WINE ETC.**

**Part I GENERAL**

1	Name of the brand	
2	Name of the manufacturer with complete address (Distillery / Brewery / Winery / Bottling Unit)	
3	Spirit base quality of the brand whether rectified spirit, malt spirit, ENA or admixtures of the two – Please describe the proportionate % of each type of blending i.e., scotch or malt and in case of a beer brand please describe the quality / specific gravity etc. Please enclose a certificate of the Excise Official in charge of the manufacturing unit in support of the spirit base and quality of the brand.	
4	Whether the brand confirms to BIS specifications, (enclose a certificate by local excise authority) chemical composition report indicating inter alia, ethyl alcohol, ash, solids, esters, aldehydes, volatile acids, higher alcohol, furfural etc. content.	
5	Whether the Trade Mark Registration Certificate / agreement made in accordance with the Trade and Merchandise Mark Act, 1958 in respect of the brand is attached.	
6	Whether the labels of the brand are approved by the Excise Authorities of the manufacturing state. If so, attach approved copy of the label for each size bottle (in triplicate).	

Note: In case the Excise Commissioner, Rajasthan, approves the label of the brands a copy of the same may be enclosed.

22

PART II SALES

		2007-08	2008-09 (Upto the last date of preceding month )
7	Combined all India sale including supplies to CSD excluding Rajasthan during the last two years (In Cases)		
8	Whether the brand is sold in CSD, if so, sale to CSD during the last two years (in cases)		
9	Total Sale in Rajasthan		
10	Export to other countries, if any, during the last two years (in cases).		
11	Name of the States / Union Territories where the brand was sold during 2007-08 and 2008-09.		

Signature  
Seal of the Firm

22 ✓

Name of the Brand \_\_\_\_\_

**PART III    PRICES**  
(Please give figures for one case)

		Qts	Pints	Nips
12	Minimum ex-distillery prices as indicated in para 2 of Annexure 6			
13	Export pass fee			
14	Central Sales Tax, if applicable			
15	Freight (please furnish affidavits declaring the distance in kms. From the distillery / brewery to (a) Connaught Place, New Delhi by the shortest route (b) in Rajasthan (weighted average).			
16	Insurance / Handling charges			
17	Any other incidental (please specify) Please enclose duly attested documents in support of column 12 to 17).			
18	The prevailing retail price of brand in Delhi Gurgaon, and Rajasthan for one quart, pint and nip			
19	The minimum ex-distillery price net of all duties / commission / discount at which supplies were made to the states of Haryana, Uttar Pradesh, Rajasthan and Punjab during 2008-2009. (Please also furnish an affidavit in support of the averment)			
20	The minimum ex –distillery price net of all rebates / commissions / discounts at which the supplies were made to Andhra Pradesh, Tamil Nadu, Karnataka and Kerala during 2008-2009. (Please also furnish an affidavit in support of the averment).			

2

Part IV DIFFERENTIAL COSTING IN RAJASTHAN

**Differential Costing in Rajasthan for IMFL**

**Name of Manufacturer**

**Liquor Category**

**Brand Name**

Sl. No.	Description	Norm	Nip	Pint	Quart
	Qty / CB				
	Any other				
1	CB Capacity in Lit.				
2	Lowest Rate (As per Annexure-6)				
2.1	Export Fees				
2.2	CST 2%				
3	Incremental Overhead (@4.5% /3.0% of Lowest Rate)				
4	State				
4.1	EDP (for ED) (2+2.1+2.2+3)				
4.2	ED				
4.3	Import Fee (Raj.)				
5	Cost / Case (4.1+4.2+4.3)				
<b>A</b>	<b><u>Reimbursed Costs</u></b>				
6	Freight Inward Charges (.....Km as per Annexure-VI)	Re 0.0164/Case/Km + Re 1.09/Case			
7	Insurance Charges	@ 0.3% OF 5 Above			
8	Breakage Allowance	@ 0.1% OF 5 Above/ 0.25% OF 5 Above			
	<b>Sub Total (A)</b>				
<b>B</b>	<b>Extra Cost in Rajasthan</b>				
9	Hologram Cost	Rs. 1.20/CB of 12 Btls			
10	Bottling/Franchisee Fee (enclose part V of Annexure VII)				
	<b>Sub-Total (B)</b>				
	<b>Total (A+B)</b>				

Certified that the above information is true to the best of my knowledge and belief.

Signature of the Applicant  
Name and Designation in Block letters.  
Seal of the Firm

**Part V- DECLARATION OF DISTILLERY / BOTTLING PLANT**

I-----son of Shri-----aged-----resident of-----  
-----in the capacity of authorised signatory of M/s-----  
-----solemnly affirm and declare that the following are the  
detail of Bottling / Franchisee fee included in the Lowest Ex-Distillery Price  
submitted to Rajasthan State Beverages Corporation Limited for supply during 2009-  
10 and difference of Bottling fee to be allowed, as part of differential costing:-

S. No	Name of Brand	Lowest EDP Allowed by RSBCL for the Financial Year 2009-10 (Rs.per CB)			Base State for taking Lowest EDP	Source of Supply to the Base State as mentioned in Col. No.4	Component of Bottling Fee included in the lowest EDP given in Col. No. 3 (Rs. Per CB)			Bottling Fee applicable for Rajasthan (Rs. Per CB)			Difference of Bottling / Franchisee Fee to be allowed (Rs. Per CB) (7-6)		
		Q	P	N			Q	P	N	Q	P	N	Q	P	N
1	2	3			4	5	6			7			8		

I / we confirm and certify that the information furnished above is true and based on the records maintained in normal course of business and nothing material has been concealed, if at any stage, the information furnished here in above is found to be false, the order for supplies if granted to us, shall be liable to be cancelled and we shall also be liable for black listing by RSBCL for further supplies.

(Authorised Signatory)

**VERIFICATION**

I, the above named deponent, do hereby verify that the above contents are true to the best of my knowledge and belief and that nothing has been concealed therefrom.

(Authorised Signatory)

## Annexure 8 (a)

**Cost sheet of Liquor brands**  
**(In cases of supplies from Manufactures in the state)**  
 (To be given in the letterhead of the Supplier)

Name of the brand		Size of the pack (in ml)		
		750	375	180
<b>A. Cost build up for RSBCL selling price</b>				
1.	Ex distillery price (EDP) of the manufacturer			
2.	Incremental overhead: 4.5% of EDP for IMFL. 3% of EDP for Beer.			
3.	EDP for Excise Duty (1+2)			
4.	Excise Duty at applicable rates			
5.	Differential cost allowed for Rajasthan			
6.	Total (3+4+5)			
7.	Additional Excise Duty @ 5% of 6			
8.	Value 1 (6+7)			
9.	VAT Mfrs @ 20% (of 8)			
10.	RSBCL Landed Cost (8+9)			
11.	RSBCL margin @ 2% of 10 (Value 2)			
12.	VAT Corp @ 20% (of 11)			
13.	Selling Price of RSBCL (10+11+12)			
<b>B. Cost Build-up for Maximum Retail Price (MRP) for consumer</b>				
14.	Retail margin @ 20% (of 13)			
15.	Permit fee			
16.	Vend Fee (For Beer only)			
17.	Value 3 (14+15+16)			
18.	VAT Retail @ 20% (of 17)			
19.	MRP per case (13+17+18)			
20.	MRP per Bottle			
	<b>Total VAT (9+12+18)</b>			

Place:

Date:

Authorised signatory  
(Name)

Note: The cost sheet may be revised as per the notifications related to Central / State levies / Taxes issued time to time.

## Annexure 8 (b)

**Cost sheet of Liquor brands**  
**(In cases of supplies from Manufactures outside the state)**  
 (To be given in the letterhead of the Supplier)

Name of the brand				
		Size of the pack (in ml)		
		750	375	180
<b>A. Cost build up for RSBCL selling price</b>				
1.	Ex distillery price (EDP) of the manufacturer			
2.	Add other fees / levies / cost			
	2.1 Export fee			
	2.2 Central Sales Tax			
	2.3 Others (Pl. specify)			
3.	All inclusive EDP of the manufacturer (1+2)			
4.	Incremental overhead:			
	4.5% of EDP for IMFL.			
	3% of EDP for Beer.			
5.	EDP for Excise Duty (3+4)			
6.	Excise Duty at applicable rates			
7.	(a) Import fee as applicable			
	(b) Differential cost allowed for Rajasthan			
8.	Total (5+6+7)			
9.	Additional Excise Duty @ 5% of 8			
10.	RSBCL Landed Cost (8+9)			
11.	RSBCL margin @ 2% (of 10)			
12.	Value 2 (10+11)			
13.	VAT Corp @ 20% (of 12)			
14.	Selling price of RSBCL (12+13)			
<b>B. Cost Build-up for Maximum Retail Price (MRP) for consumer</b>				
15.	Retail margin @ 20% (of 14)			
16.	Permit fee			
17.	Vend Fee (For Beer only)			
18.	Value 3 (15+16+17)			
19.	VAT Retail @ 20% (of 18)			
20.	MRP per case (14+18+19)			
21.	MRP per Bottle			
	<b>Total VAT (13+19)</b>			

Place:

Date:

Authorised signatory  
(Name)

Note: The cost sheet may be revised as per the notifications related to Central / State levies / Taxes issued time to time.

## Annexure 9

**Cost sheet of Liquor brands Imported from Outside the Country after payment  
of  
Custom duty**

Name of the brand				
		Size of the pack (in ml)		
		750	375	180
<b>A. Cost build up for RSBCL selling price</b>				
1.	Basic price			
2.	Customs duty			
3.	Other fees / levies / cost Central Sales tax Others (insurance etc. pl. specify)			
4.	All inclusive EDP of the manufacturer (1+2+3)			
5.	Wholesale License Fee			
6.	Import fee as applicable			
7.	RSBCL Landed Cost (4+5+6)			
8.	RSBCL Margin @ 7% (of 7)			
9.	Value 2 (7+8)			
10.	VAT Corp @ 20% (of 9)			
11.	Selling price of RSBCL (9+10)			
<b>B. Cost Build-up for Maximum Retail Price (MRP) for consumer</b>				
12.	Retail margin @ 20% (of 11)			
13.	Permit fee			
14.	Vend Fee (For Beer only)			
15.	Value 3 (12+13+14)			
16.	VAT Retail @ 20% (of 15)			
17.	MRP per case (11+15+16)			
18.	MRP per Bottle			
	<b>Total VAT (10+16)</b>			

Place:

Date:

Authorised signatory  
(Name)

Note: The cost sheet may be revised as per the notifications related to Central / State levies / Taxes issued time to time.



**Annexure 10**

**Cost sheet of Liquor brands imported Duty Free from Outside the Country**

(To be given in the letterhead of the supplier)

Name of the brand				
		Size of the pack (in ml)		
		750	375	180
<b>A. Cost build up for RSBCL selling price</b>				
1.	Basic price			
2.	Other fees / levies / cost Central Sales tax Others (insurance etc. pl. specify)			
3.	All inclusive price (1+2)			
4.	Wholesale License Fee			
5.	Import fee as applicable			
6.	RSBCL Landed Cost (3+4+5)			
7.	RSBCL Margin @ 7% (of 6)			
8.	Value 2 (6+7)			
9.	VAT Corp @ 20% (of 8)			
10.	Selling price of RSBCL (8+9)			
<b>B. Cost Build-up for Maximum Retail Price (MRP) for consumer</b>				
11.	Retail margin @ 20% (of 10)			
12.	Permit fee			
13.	Vend Fee (For Beer only)			
14.	Value 3 (11+12+13)			
15.	VAT Retail @ 20% (of 14)			
16.	MRP per case (10+14+15)			
17.	MRP per Bottle			
	<b>Total VAT (9+15)</b>			

Place :

Date :

Authorised signatory  
(Name)

Note: The cost sheet may be revised as per the notifications related to Central / State levies / Taxes issued time to time.

32 ✓

**Annexure 11**

**Specimen signatures of the Officers Authorized to sign and issue  
Order for Supplies (OFS)**

Name of the Officer	Designation	Specimen Signature
Shri Ashok Pathak	General Manager (Operation)	1)
		2)
Shri V.M. Kapoor	General Manager (Administration)	1)
		2)
Shri B.K. Sharma	General Manager (Finance)	1)
		2)
Shri M.L. Vijayvargiya (In the absence of all GMs)	Manager (Operation)	1)
		2)

22

**Annexure-12**

**Authorization letter for collecting OFS / other Documents from RSBCL**

(To be issued in the letterhead of the Manufacturer / Supplier)

(Paste attested photograph of the person here)

We hereby authorize Sri. .... (Name of the person) whose signature is attested below to collect OFS / other documents on our behalf from RSBCL.

Place:

Date:

Signature of Sri. .... (name of the person)

Sd/-

Authorised signatory  
(Name)

Attested

Sd/-

Authorised signatory  
(Name)