

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

Circular No. 4.2(1)() / RSBCL / Op / 2023-24 / 10772

Dated : 22-2-2023

Liquor Sourcing Policy for the year 2023-24

This circular pertains to sourcing of liquor. Manufacturers / Suppliers / Importers (henceforth called manufacturers) are requested to take note of the **terms and conditions**, procedure prescribed in this circular which **shall come into force from 01-04-2023**.

1. Submission of Initial Documents

1.1 Manufacturers desirous of supplying liquor IMFL, Wine, Beer etc. to the Corporation (RSBCL) for subsequent delivery to the buyers shall submit the following documents, before their offer can be considered and action is initiated :-

(A) For brands which were also approved in F.Y. 2022-23 and last years Security Deposit still lying with RSBCL :-

- (i) Label approval letter of the brand issued by the Excise Commissioner, Rajasthan.
- (ii) An agreement as in the format in Annexure-3, duly executed by the authorized signatory of the manufacturer in a **Non judicial** stamp paper of denomination of Rs.500/-.
- (iii) Cost Sheets as per Annexure 7 or 8, whichever is applicable, duly signed by the authorized signatory.
- (iv) Annexure 1, 2 in case there is any change from the last years setup.
- (v) Duly filled Annexure 5.
- (vi) An undertaking to the effect that the age of liquor as mentioned in the approved label and proposed for supply is genuinely correct.

(B) For New brands :-

- (i) Non interest bearing refundable Security Deposit of Rs. 1.00 lac per brand and maximum Rs. 6.00 lac for unlimited number of brands for new Suppliers in the form of Demand Draft in favour of RSBCL, Jaipur.
- (ii) Details of the organization of the manufacturer to be given in its letter head in the format in Annexure 1

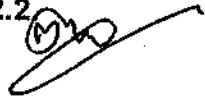


- (iii) A certified copy of the latest valid license granted by the concerned Excise Commissioner / competent authority of the concerned State.
- (iv) Details of executives and / or representatives to deal with the Corporation to be given in its letter head as per the format in Annexure 2.
- (v) An agreement as in the format in Annexure-3 duly executed by the authorized signatory of the manufacturer in a non judicial stamp paper of denomination of Rs.500/-.
- (vi) If the manufacturer is not the owner of the brands proposed to be supplied, then a certified 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 explained and justified.
- (viii) An attested / notarized copy of the registered partnership deed / Memorandum and Article of Association (latest) of the manufacturer.
- (ix) In case IMFL / Beer is being supplied from the source outside the state of Rajasthan, Manufacture / Suppliers shall be required to submit the certified documentary evidence regarding Export Fee charged by them in Cost Sheet.
- (x) Manufacture/ Suppliers shall have to submit copy of FSSAI certificate to the Corporation.
- (xi) Duly filled Annexure 5.
- (xii) Cost Sheets as per Annexure 7 or 8, whichever is applicable, duly signed by the Authorized Signatory.
- (xiii) An undertaking to the effect that the age of liquor as mentioned in the approved label and proposed for supply is genuinely correct.

1.2 FMFL / BIO brands can be supplied in Rajasthan through any of the following modes :-

- 1- BIO Wholesale Vends being operated by RSBCL through franchisee.
- 2- Direct Supply by authorized Importer / Supplier.

1.2.1 BIO Wholesale Vends being operated by RSBCL through franchisee: Detail procedure is available at Annexure 14 and documents / annexures as per clause no. 1.2.2.



1.2.2 Direct Supply by authorized Importer / Supplier from abroad to the Corporation for subsequent distribution to buyers shall submit following documents for consideration of their offer:-

(A) For brands which were also approved in F.Y. 2022-23 and last years Security Deposit still lying with RSBCL :-

- (i) Label approval letter of the brand issued by the Excise Commissioner, Rajasthan.
- (ii) An agreement as in the format in Annexure- 4, duly executed by the authorized signatory of the manufacturer in a non judicial stamp paper of denomination of Rs.500/-.
- (iii) Cost Sheets as per Annexure 9 or Annexure 10, whichever is applicable, along with a copy of latest Bill of Entry, duly signed by the authorized signatory.
- (iv) Annexure 1, 2 in case there is any change from the last years setup.
- (v) Duly filled Annexure 5.
- (vi) An undertaking regarding submission of intimation on quarterly basis about any change or no change in the rates of Customs Duty and Agriculture Infrastructure and Development Cess (AIDC) along with the copy of latest Bill Of Entry.
- (vii) An undertaking to the effect that the age of liquor as mentioned in the approved label and proposed for supply is genuinely correct.

(B) For New brands :-

- (i) Non interest bearing refundable Security Deposit of Rs. 1.00 lac per brand and maximum Rs. 6.00 lac for unlimited number of brands for new Suppliers in the form of Demand Draft in favour of RSBCL, Jaipur.
- (ii) Details of the organization of the supplier to be given in its letter head 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.
- (v) An agreement as in the format in Annexure- 4, duly executed by the authorized signatory of the supplier in anon judicial stamp paper of denomination of Rs.500/-.
- (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.
 - (viii) Duly filled Annexure 5.
 - (ix) Cost Sheets as per Annexure 9 or Annexure 10, whichever is applicable, along with a copy of latest Bill of Entry, duly signed by the authorized signatory.
 - (x) An undertaking regarding submission of intimation on quarterly basis about any change or no change in the rates of Customs Duty and Agriculture Infrastructure and Development Cess (AIDC) along with the copy of latest Bill Of Entry.
 - (xi) An undertaking to the effect that the age of liquor as mentioned in the approved label and proposed for supply is genuinely correct.
- 1.3 All initial documents shall be signed by the Managing Director or whole time Director or Chief Executive Officer or any other person duly authorized by the Board of Directors of the Company/ Secretary / any Partner /Proprietor, in case of a Company /Society/ Firm / Proprietary concern.
- 1.4 Supplier would be solely responsible for any kind of discrepancy found in the declarations made and documents submitted by him and would be liable for all suitable action as per prevailing laws, provisions of Rajasthan Excise Act and Rules and LSP for lapses/ false statement/errors, if any occurs.

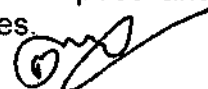
2. Registration of Labels

- 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, Rajasthan 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 shall, apart from offering the brand of choosing to this state, will also compulsorily offer similar cheapest brand being sold by him elsewhere.

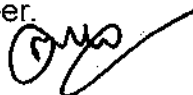


3. Declaration of Prices and Landed Cost

- 3.1 Manufacturers located within the State or outside are required to declare the price of liquor in prescribed proforma (Annexure - 5). Names of and supply details to all the states and Union Territories shall be included and a certificate to that effect appended. The manufacturer 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 along with current year also. There may be cases where variant brand may not be exactly the same as offered for sale in the Rajasthan but the major / basic brand is exactly the same and variant may vary a little. Details of all such brands are to be provided in Annexure-5, even if the brand / variant is not being market by the proposer in other States. 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.
- 3.2 The manufacturer / supplier shall declare Ex-Distillery Price / Ex-Brewery Price and will provide information relating to minimum EDP / EBP declared in all other states for the same brand and shall also provide the MRP / MSP of the same brands of other states.
- If the Ex-Distillery Price / Ex-Brewery Price of the same brands are not approved in other states, Ex-Distillery Price / Ex-Brewery Price and MRP / MSP of the similar brands approved in other states shall be provided by the suppliers; in case of non approval of same / similar brands in other states, the supplier shall submit a declaration for such equivalent level brands. Suppliers shall mention the names of such similar brands.
- 3.3 A statement for each brand of IMFL /FMFL/ Beer indicating information for label registration of a brand of IMFL /FMFL/Beer shall be submitted in the prescribed proforma (Annexure-6).
- 3.4 While doing so, manufacturers may ensure that the description of the item in Annexure 5 and 6 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.
- 3.5 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. Suppliers shall submit a cost sheet, containing details of basic price and duties in the form as in Annexure 7 or 8.
- 3.6 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 along with a copy of latest Bill of Entry for stocks imported after payment of Customs Duty and as per the form in Annexure 10 for stocks imported in Custom Bond located in Rajasthan State. The price shall be indicated in Indian rupees and shall not be contingent upon any fluctuation in foreign exchange rates.



- 3.7 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 there under. The Corporation reserves the right to decide the extent of differential cost to be allowed to suppliers for Rajasthan.
- 3.8.1 The term Landed Cost to the Corporation shall mean: EDP of the manufacturer + ED / Wholesale Licence Fee + Additional Excise Duty + Customs Duty + AIDC + Hologram cost + CST etc. as mentioned in Cost Sheet at Annexure 7,8,9 & 10. The EDP of case box of Quart, Pint and Nip would be considered individually for determination of MRP. The selling price by RSBCL to the retail seller and maximum retail price shall be as per Annexure 7, 8, 9 and 10.
- 3.8.2 In case of Import of IMFL, BII, Wine, RTD & Beer from other States for sale in the State, the CST amount would not be included in the amount for calculation of Excise Duty & Additional Excise Duty.
- 3.8.3 Stocks to be supplied shall be with Holograms applied on each bottle and scanned under Track & Trace system of the Excise Department.
- As per the direction of the State Government vide letter no. प.4 (30) वित्त/आब/2010 पार्ट -I दिनांक 04.03.2021 the cost of Hologram with QR code would be recovered through retailers hence as and when supplies are commenced by the supplier with Holograms with QR code, the cost of Hologram with QR code would be reflected in the cost sheets as per annexure 7, 8, 9 & 10.
- The reimbursement of the cost of Hologram with QR code to the supplier would be made only against stocks sold along with the weekly payment. No reimbursement would be made on account of Hologram with QR code against unsold stock lying at RSBCL depots.
- 3.8.4 In case where a Supplier proposes a new variant under one brand in IMFL, wherein the difference in MRP per bottle of new proposed variant as compared to the MRP of present approved variant is less than Rs. 100/, then the rates of such variant would be approved only after consent from the State Government.
- 3.9 Margins :- Margins to the RSBCL and the Retailers would be admissible as mentioned below and shown in Cost Sheets at Annexure -7 , 8 , 9 & 10 of LSP 2023-24.
- 3.9.1 The Corporation shall charge a margin of 0.50% on the Landed cost of all Liquor and Beer.



3.9.2 The margin to the retailers would be as under:-

(A) IMFL

EDP (In Rs.)	Retailer Margin (% of EDP)
Upto 770	112
Above 770 to 1000	111
Above 1000 to 1250	101
Above 1250 to 1450	92
Above 1450 to 2000	85
Above 2000 to 5000	69
Above 5000 to 8000	58
Above 8000 to 10000	45
Above 10000	40

- The retailer margin on Ready to Drink Beverages (RTD) would be 50% of the EDP.
- The retailer margin on Wines Made in India would be as per the table above for IMFL.

(B) BII

EDP (In Rs.)	Retailer Margin (% of EDP)
Upto 5000	69
Above 5000 to 8000	58
Above 8000 to 10000	45
Above 10000	40

(C) FMFL (BIO) including BIO Wine

Basic Price (In Rs.)	Retailer Margin (% of Basic price)
Upto 3100	54
Above 3100 to 6000	52
Above 6000 to 8000	47
Above 8000 to 50000	
Above 50000	

(D) Beer

(i) Strong Beer (Strength above 5%)

EBP (In Rs.)	Retailer Margin (% of EBP)
Upto 330	84
Above 330	79

(ii) Mild Beer (Strength upto 5%)

EBP (In Rs.)	Retailer Margin (% of EBP)
Upto 440	79
Above 440	82

3.9.3 Rounding off of MRP in all capacities of bottles of all type of Liquor and Beer will be done as under:-

- Additional Margin due to rounding off the MRP to the next Re. 1/- will be retained by RSBCL as Additional RSBCL Margin.
- Thereafter, MRP will be rounded off to the next Re. 0 or Rs. 5 and this difference will be given to the Retailer as Additional Retail Margin.
- Composition amount and surcharge thereon would be applicable as per the prevailing rates.

- 3.10 The Corporation would permit revision in EDP / EBP declared by the manufacturer with effect from Next day from date of rates approval. 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. The MRP of stock lying with Corporation shall also be revised accordingly. The revision of MRP will be permissible only after submission of full justification along with documentary evidence i.e. production cost sheet etc., however, RSBCL reserves the right to allow or disallow such revision without assigning any reasons thereof.
- At the time of deciding the price, Corporation will consider the EBP / EDP and MRP / MSP of the same brand(s) or similar type of brand(s) approved in neighboring states or in other states. The impact on collection of Excise Duty would also be considered while deciding the price.
- The Corporation reserves the right to approve or unapproved the Rate Approval proposal without assigning any reasons thereof or ask for the revision of proposal.
- 3.11 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.
- 3.12 Manufacturers shall submit a revised Maximum Retail Selling Price in respect of their products, after justifying such MRP. Till such time they submit the revised MRP, no fresh OFS shall be issued.
- 3.13 In all such cases, the supply of OFS pending for supply on date of revision of rate shall be received at the revised rates.
- 3.14 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.
- 3.15 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.
- 3.16 The Suppliers may file online application for the MRP. The procedure will be effective from the date of issuance of detailed circular / guidelines by RSBCL for the purpose.
- 3.17 It shall be the responsibility of the supplier to deposit difference of Excise Duty / Additional Excise Duty on stock lying with RSBCL depots & in transit on the date of approval or revision in MRP. A copy of the challan of such deposited additional ED / AED is required to be submitted to corporation & Excise Department immediately after revision / approval of rates by RSBCL.
- 3.18 After approval of new MRP for the year 2023-24, the supplier concerned has to affix revised MRP on existing stock lying in RSBCL depots / in transit. If any legal liability arises due to non compliance of the above, the supplier will be held responsible for that.



3.19 Foreign Liquor bottled in Nepal and Bhutan would not be treated as BIO and provisions of BIO shall not apply on the same.

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 at 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.

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 with applicable taxes extra for extending validity of each OFS as under:

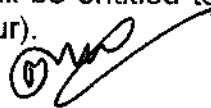
(i)	For first 4 days or part thereof	-	Rs. 1,000/- per OFS
(ii)	For every next 4 days or part there of	-	Rs. 2,000/- per OFS

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

In exceptional circumstances, where the delay is on accounts of factors beyond the control of Manufacturer like natural calamity, accident of the vehicle carrying quantities under said OFS and contingencies alike, MD RSBCL may condone the extension charges.

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, if such instances occur).



- 4.6 In case the supplies are not affected against any OFS and the same is submitted to Corporation for cancellation, the same may be cancelled on payment of a fee of Rs.5,000/-plus applicable taxes, if any, per OFS. 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.
- 4.7 RSBCL may ask supplier to make OFS of a particular brand / brands. In case the supplier does not make OFS then penalty of Rs. 10,000/- per order shall be imposed on the supplier. In case of repetitive non- compliances penalty may be imposed as per clause no. 12.1 of Annexure-3 & 11.1 of Annexure-4.

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.
- 5.1.1 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.
- 5.1.2 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.
- 5.1.3 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.
- 5.1.4 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.
- 5.1.5 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, if such instances occur.



6. Delivery

- 6.1 As indicated above, manufacturers shall affect 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 of Stock that deviates from the OFS shall be disposed off / drained out as per directions of Excise Department. The stock shall be drained out in the presence of Excise officials and Company representative after adopting following procedure:-
1. Information is to be given to supplier and H.O. RSBCL immediately.
 2. Detailed report along with copy of panchnama be sent to Head Office / DEO concerned.
 3. MIS be finalized by keeping such stock in 'Off Line Stock' category.
 4. After getting approval of Excise Department, this stock will be drained out as per procedure laid down in Excise department circular no. E.C. 107 dt. 01.05.2014. No refund of Excise Duty or Wholesale License Fee and Additional Excise Duty shall be made to suppliers for such drained out stocks.
- 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 / Supplier 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 pursuance 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) Batch wise details of quantity of dispatch conforming to FL-6.
 - (vi) Fit for human consumption certificate will be issued by Unit In-charge of Excise Department and Lab Chemist of distillery/ brewery concerned before issue of supply to RSBCL depots.
 - (vii) The supplier shall mention batch number and Manufacturing date / month in the invoice.
 - (viii) In case of any discrepancy between the data shown in software and documents physically received, the data in software will be got corrected after taking penalty of Rs. 1,000/- (Rupees one Thousands) plus applicable taxes per OFS / Invoice. The proposal of supplier for correction should be supported by competent approval / revised sanction of the Excise Department, if needed.



- 6.5 If applicable, 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 deemed necessary.

7. Adherence to Quality

- 7.1 The manufacturer/ supplier is expected to ensure that the items delivered to the Corporation are fit for human consumption and adheres to the quality as mentioned on the label and 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.

- 7.2 Indian and BIO Beer shall be delivered to the Corporation in following manner:-

S. No.	Best before period	Delivery can be made within days of date / month of bottling	Charges as applicable
1	6 Months	(i) 120	NIL
		(ii) 121 to 135	With a charge of Rs. 10/- per carton box per day.
		(iii) 136 to 150	With a charge of Rs. 20/- per carton box per day.
		(iv) Above 150	Not Acceptable

S. No.	Best Before Period	Delivery Can be made within days of date/month of bottling	Charges as applicable
1	9 Months	(i) Up to 210	NIL
		(ii) 211 to 225	With a charges of Rs. 10/- per carton box per day
		(iii) 226 to 240	With a charges of Rs. 20/- per carton box per day
		(iv) Above 240	Not Acceptable

S. No.	Best Before Period	Delivery Can be made within days of date/month of bottling	Charges as applicable
1	12 Months	(i) Up to 305	NIL
		(ii) 306 to 320	With a charges of Rs. 10/- per carton box per day
		(iii) 321 to 335	With a charges of Rs. 20/- per carton box per day
		(iv) Above 335	Not Acceptable

- 7.3 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 along with 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.
- 7.4 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 (brands) would be black listed and the Corporation would stop transacting in the same.

8. Transit Risk and Losses

- 8.1 In case of Labour contract by RSBCL, the stocks from the vehicles of manufactures /supplier shall be unloaded by the contract labour at RSBCL depots. This includes stacking of the liquor in the Depot. The labourers will be provided by the labour contractors to RSBCL. The unloading charges shall be recovered from the weekly payments of the suppliers along with GST plus applicable taxes amount as per applicable rates. An appropriate invoice for the same shall be issued to such supplier for unloading charges. Any damages arising during handling of goods at this stage shall be their (Labour contractor) responsibility. Any risk during the transit of liquor from the premises of the supplier till the stocks are arrived at the depot shall be borne by the manufacturer, who may, if necessary, seek an insurance cover

Note:- Loading into inter-depot transfers desired by manufactures shall be done by contract labour as per approved rates



8.1.1 In the absence of Labour contract, it shall be responsibility of the manufacturer / supplier to Loading / Unloading stocks at the depots of the Corporation. This includes stacking of the liquor in the depot. 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.

8.3 If, without having any specific acceptable reason, shortage in the stocks found against the quantity of respective OFS during the unloading at Depot, a penalty equal to the total amount calculated per short case basis on following heads would be recovered from the supplier concern :-

1. Excise Duty
2. Additional Excise Duty
3. RSBCL Margins including additional margin due to round off
4. Permit Fee and / or Vend Fee
5. Composition amount and Surcharge
6. Any other Duty / Fee payable to Government

However, amounts which the supplier has already paid to the Government / RSBCL on above heads against aforesaid short supplied case would be reduced from the above calculated total amount.

The supplier will also be responsible for any liability arising under Rajasthan Excise Act / Rules for such shortage.

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, damages due to weak/inferior quality carton boxes, etc., which are controllable by the manufacturer cannot 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 and binding. Manufacturers may, if they so desire, depute their representatives to verify such bottles and satisfy themselves.



- 9.3 **Inactive Stock Penalty-** 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 slow moving / non-moving stocks are weeded out. In view of above, such slow moving / non-moving stocks shall attract Inactive Stock Penalty as per followings :-

S. No.	Category	Days after which stock would be treated for Inactive stock Penalty
1	Beer (Best before –6 month)	120
	Beer (Best before –9 month)	150
	Beer (Best before –12 month)	180
2	IMFL, BII, Rum & Wine	180
3	FMFL (BIO), Cider & Brandy	210

- 9.4 Inactive stocks shall be charged an Inactive Stock Charges of Rs.3/- per carton box per day for a period upto expiry of best before use date in case of Beer & for a maximum period of 3 years in case of IMFL and FMFL. The Inactive Stock Charges 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 an Inactive Stock Charges of Rs.3/- and adjusted against the payments due to the manufacturer. Any tax / levy chargeable on inactive stock charges with surcharge thereon, if any, will also be recoverable from the manufacturer as per provision in this regard. This penalty will be charged proportionately in case of loose bottle also on the same pattern.

The above provision will not be applicable to the stocks being supplied by the Rajasthan Government Undertakings e.g. Rajasthan State Ganganagar Sugar Mills Limited.

- 9.5 **In the beginning of the month, the Corporation would show details of inactive items on IEMS as at the end of the previous month for liquidate such stocks. An Inactive Stock Penalty would charge on such stocks as per LSP provision.**

- 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 may write 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 @ 0.50% plus Inactive Stock Charges shall be recovered from the supplier in case stock is taken back for reprocessing, just like other stock.



9.5.2 Disposal of Unapproved Brands

9.5.2.1 Supplier / manufacturer must get its brands renewed / approved from Excise Department by 30th June. Brands not approved by 30th June will be considered as Unapproved Brands and it will be assumed that supplier / manufacturer is not interested to sale these brands any more. Such stocks unnecessarily occupy storage space in RSBCL depots which result in limiting market access to other suppliers / manufacturers. In order to utilize the storage space of depot optimally such stocks need to be disposed of at the earliest possible. Therefore, such stocks will be considered as Unapproved Stocks and will be disposed of as per following procedure :-

9.5.2.2 Beer & RTD

It shall be drained out at the depots latest by 30th September.

9.5.2.3 IMFL, BII, FMFL, Wine

(a) Return to Supplier / Manufacturer

Supplier / manufacturer interested in getting return of stocks of its unapproved brands from RSBCL, must request the Excise Commissioner, Rajasthan for granting permission for getting return stocks of its unapproved brands to its supply source and same must be also intimate to RSBCL in writing by 30th June. After obtaining permission of getting return stocks of its unapproved brands to its supply source from the Excise Commissioner, Rajasthan, supplier / manufacturer must request to RSBCL for carrying out further necessary actions for handing over such stocks from RSBCL to Supplier / Manufacturer.

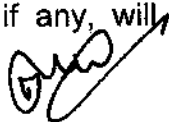
(b) Drain Out


RSBCL will initiate necessary actions for draining out the stocks of unapproved brands lying in its depots on 1st July. However, unapproved stocks for which supplier / manufacturer intimates its willingness to return back will be excluded from this activity. RSBCL will accomplish this activity by 30th September following the due procedures and competent approvals.

9.5.2.4

(a) No refund of Excise Duty, Additional Excise Duty or any other Duties / Levies will be payable to suppliers against such returned or drained out stock.

(b) Any dues, pertaining to RSBCL margin, Inactive Stock Charges against unapproved stock or otherwise expenses incurred by the Corporation in draining out such stock, will be recovered from the supplier. Such amount will be recovered from the amount payable to the supplier. Subsequently the balance amount, if any, will be recovered / adjusted from the security deposit of the supplier.



- (c) In case the supplier does not make payment of due amount to Corporation, the action for the recovery of the amount will be initiated under prevailing Acts and Rules. The recoverable amount will include the due amount and interest @ 1.5% per month from the due month and part there off.
- (d) Regarding the procedure of disposal of unapproved brands, MD, RSBCL is authorized to give relaxation.
- 9.6 However, any stock of beer & Ready to Drink beverages (IMFL) lying unsold & expired and 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 @ 0.50% plus Inactive Stock Charges shall be recovered from the supplier in case of such stocks also, just like other stock.
- 9.6.1 All expired beer would be drained out at the Depot itself and the breweries are not allowed to take such old stock of expired beer back to their factories, which is lying with the RSBCL depot. No refund / adjustment of Excise Duty and Additional Excise Duty on such drained stocks shall be considered / allowed. RSBCL margin @ 0.50% and Inactive Stock Penalty shall be recovered from the supplier in case of drained stocks.
- 9.7 (a) Where the labels of the brands of IMFL / Beer / BIO (FMFL / Beer) have been approved by the Excise Commissioner, Rajasthan for Financial year 2023-24 but the MRP's of such brands have not been got approved by the suppliers concerned for F.Y. 2023-24 and the closing stock of all or any of such brands are lying in RSBCL Depots on 31st March 2023, RSBCL shall have authority to sell such stock in 2023-24 on the same EDP / EBP / Basic Price which was effective in F.Y. 2022-23 or as decided by the State Government up to the date on which the changed EDP / EBP / Basic Price are approved by RSBCL for the brand(s) concerned.
- (b) The MRPs of such brands will be ascertained by RSBCL as per prevalent rates of Excise Duty, Additional Excise Duty, VAT and all other applicable taxes / duty / fees.
- (c)
- (i) The suppliers of IMFL / Beer / BIO brands may apply fresh OFS in F.Y. 2023-24 if the brands and labels are approved by Excise Department for 2023-24.
- (ii) OFS will be applied on the same EDP / EBP / Basic Price approved in 2022-23 till the new proposals, if any, are approved.
- (iii) MRP in such case, will be ascertained by RSBCL considering change in Excise Duty, Additional Excise Duty, VAT and all other applicable taxes / duty/ fees.
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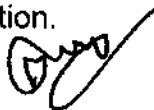
- (d) If the EBP / EDP / Basic Price and MRP of any brand(s) are approved by RSBCL on the basis of proposals submitted by the suppliers for 2023-24, the suppliers will apply OFS on such approved EBP /EDP / Basic Price and MRP for 2023-24 from the next working day of the date of such approval.
- (e) If the EBP / EDP / Basic Price submitted by the suppliers for approval is not found justifiable, the suppliers may be asked to submit revised proposal or the Production Cost Sheet of the brand(s) along with full justification, RSBCL will analyse revised proposal / Production Cost Sheet, as the case may be, before approval of EDP / EBP / Basic Price.
- (f) RSBCL reserves the right to approve, disapprove or revise the EDP / EBP/ Basic Price as proposed by the supplier without assigning any reasons.

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 expenses 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 the manufacturer.
- 10.3 Where any application is presented for issue of Inter Depot Transfer Order the supplier shall be required to deposit fee @ Rs. 3/- per CB subject to minimum of Rs. 200/_ 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.
- 10.4 In case TOO is not executed up to 30 days from the date of TOO shall be treated as cancelled. However, as regards extension and cancellation of TOO, the fees prescribed for extension / cancellation of OFS, as mentioned in relevant clauses shall be applicable.

11. Payment for stocks sold

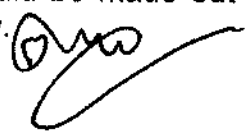
- 11.1 The Corporation shall pay the manufacturer only for the stocks sold. Unsold stock shall not be eligible for any payment, except to the extent mentioned in clauses 12 and 13 below.
- 11.2 The amount payable to a manufacturer for the sales provisionally recorded within the week ending every Wednesday shall be computed and credited through RTGS on the following Monday. Any amounts to be recovered from the manufacturer due to Inactive Stock Penalty, advance payments, 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.



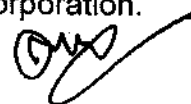
- 11.4 The Corporation would not be a party to any bill discounting arrangement that the manufacturer may enter into with his bank.
- 11.5 Once in three months, the Corporation would verify unaudited sales data and rework the payment due to the manufacturer. Any adjustment necessary would be made after such verification.
- 11.6 The Corporation would provide an extract of all transactions of manufacturer before the 10th of the succeeding month on the RSBCL website. 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.
- 11.7 Payment will be released in the manner prescribed below:
- (a) Corporation will release payment preferably to the brand owner who has got the brand registered in its name by Excise Department and only he will issue sale / VAT invoice of the IMFL / Beer supplied to the corporation.
 - (b) If, in certain exceptional cases where it is not feasible for him to issue sale / VAT invoice, he will have to produce a mutual agreement (as per Annexure-13) with his supply source(s) specifically authorizing him to receive payment on behalf of his supply source(s) also.
 - (c) Additional supply source(s) shall be added only after producing such mutual agreement as per Annexure - 13.

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 **Advances against sales credits lying with RSBCL for payment of duties.**

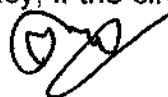
- 14.1 Suppliers, who have sufficient credit balance with RSBCL on account of sale of their stocks may be allowed an advance upto 90% of the credit balance for payment of Excise Duty /Additional Excise Duty / Fee against supply of stocks to RSBCL depots. For this purpose, the supplier need to apply for such advance two days prior to the date (usually a working day) on which he wishes to avail the advance. The interest on such advanced would be recovered from the supplier(s) @ 16% per annum.
- 14.2 This advance will be adjusted / recovered From the next weekly payment of sales payable to the supplier(s) concerned.
- 15 BIO bond may be established in the State by the RSBCL through private partners on franchisee modal. The detailed guideline for operation of BIO Wholesale Bonds are at Annexure 14.
- 16 RSBCL may participate in the e-auction for allotment of composite retail liquor shops as per the policy of State Govt.
- 17 RSBCL may operate Model Liquor shops with Air Conditioning and other facilities through private partnership in various cities of Rajasthan State.
- 18 RSBCL shall be the single wholesaler for country liquor and Rajasthan Made Liquor along with IMFL & Beer.

19. **Representatives of the Manufacturers**

- 19.1 The Corporation would allow only authorized representatives of manufacturers for submission and collection of documents. Such representatives (not exceeding three) may be authorized as in the format in Annexure 2 and 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.
20. If any dues regarding duties / other fees /Penalties / debit balances etc. arises regarding previous years, the Corporation shall have rights to recover such amount in succeeding years.
21. Other provisions mentioned in the Agreements / Annexures appended shall also be a part of LSP.
22. If any supplier violates the provisions of LSP or Agreement made thereunder, the action may be initiated against such defaulter supplier as per the provisions of LSP / Agreement.


23. **Review of the Policy**

- 23.1 The above policy is subject to periodic review. The Corporation is at liberty to amend it at any time during the currency of policy, if the circumstances so warrant.




24. Jurisdiction

24.1 All transactions of the Corporation with the Manufacturer shall be subject to the jurisdiction of courts situated in Jaipur city.


Managing Director
RSBCL, Jaipur

Copy forwarded to the following for information / necessary action:

- (i) Additional Chief Secretary to the Government, Finance Department, Govt. of Rajasthan, Jaipur.
- (ii) Secretary to the Govt., Finance (Revenue) Department, Govt. of Rajasthan, Jaipur.
- (iii) Excise Commissioner, Rajasthan, Udaipur.
- (iv) Executive Director, RSBCL / All GMs
- (v) GM, RSGSM, Jaipur
- (vi) All Additional Commissioners, Excise Department / DEOs
- (vii) All Depot Managers / Managers RSBCL.
- (viii) All Manufactures / Suppliers.
- (ix) Circular - Master File


Managing Director
RSBCL, Jaipur

Details of the Organisation of the Manufacturer / Supplier
 Please refer to clause 1.1 (B) (ii) and 1.2 (B) (ii) of the LSP 2023-24
 (To be given on the letterhead of the Organisation)

Name of the organisation:				
Type of the organisation:	Company / Partnership / Sole Proprietorship			
Particulars of the Chief Executive/Managing Partner/Owner	Name	Address	Telephone number / Mobile Number	Official email ID
Particulars of the other Directors / Partners	Name (1) (2) (3) (4)	Address	Telephone number / Mobile Number	Official email ID
Address for correspondence				
E-mail id				
Bank particulars				
a) Name of the bank b) Branch c) Account number				
TIN No.				
CST No.				
PAN No.				
GSTIN No.				

Place:

Date:

Sd/-

Chief Executive / Managing Partner /Owner
(Name)



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

Please refer to clause 1.1 (B) (iv) and 1.2 (B) (iv) of the LSP 2023-24

(To be given on the letterhead of the Organisation)

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

Place:

Date:

Sd/-

Chief Executive / Managing Partner / Owner
(Name)



Agreement to be executed by Manufacturers / Suppliers of Liquor

Please refer to clause 1.1 (A) (ii) and B (v) of the LSP 2023-24

(To be executed on stamp paper of denomination of Rs. 500/-)

AGREEMENT

This Agreement made at Jaipur on.....day ofTwo Thousand Twenty Three – Twenty four between the Rajasthan State Beverages Corporation Limited (RSBCL) having its Head office at "Vitta Bhavan (D Block, 1st Floor), Jan path (Near State Assembly), JAIPUR – 302005 (Rajasthan) represented by its General Manager (Operations) Shri ,(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 includes 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 2023-24 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 Ruleof theRules. (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 2023-24. The Manufacturers shall not claim for shortages, if any, arising from the difference between the quantities as dispatched by 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 conform 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 and other offence which are 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.

4.4 If any supplier violates the provisions of LSP or Agreement made thereunder, the action may be initiated against such defaulter supplier as per the provisions of LSP / Agreement.

5. PRICE

5.1 The Manufacturer shall deliver the Liquor at a price as may be approved and 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 for 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

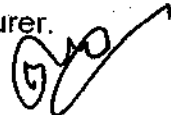
6.1 The Corporation may advance, either in full or in part, the duties paid or to be paid by the Manufacturer to the Government. The Corporation would, from time to time, determine the interest payable on the amount so advanced, and the Manufacturer shall pay the same. The Corporation shall be entitled 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.
- 6.3 Payment will be released in the manner prescribed below:
- (a) Corporation will release payment preferably to the brand owner who has got the brand registered in its name by Excise Department and only he will issue sale / VAT invoice of the IMFL / Beer supplied to the corporation.
 - (b) If, in certain exceptional cases where it is not feasible for him to issue sale / VAT invoice, he will have to produce a mutual agreement (as per Annexure-13 of LSP 2023-24) with his supply source(s) specifically authorizing him to receive payment on behalf of his supply source(s) also.
 - (c) Additional supply source(s) shall be added only after producing such mutual agreement as per Annexure - 13.

7. STOCK HELD FOR SALE

- 7.1 If stock of Beer, IMFL, Rum & Wine and FMFL (including Cider & Brandy) is not disposed off within 120 days (Beer – Best before 6 months), 150 days (Beer- Best before 9 months), 180 days (Beer- Best before 12 month), 180 days (IMFL, BII, Rum & Wine) and 210 days (FMFL) respectively, the Corporation would levy Inactive Stock Penalty at Rs.3/- per case per day and any tax / levy chargeable on Inactive stock Penalty subject to for a period up to expiry of best before use date in case of Beer and for a maximum period of 3 years in case of IMFL and FMFL. This penalty will be charged proportionately in case of loose bottle also on the same pattern. The Corporation out of any payment due to the Manufacturer shall recover such Inactive stock Penalty plus applicable taxes.
- 7.2 Without prejudice to 7.1 above, the Corporation may dispose off Beer and IMFL lying unsold due to quality or damage and the difference between the price of delivery of Beer / IMFL/FMFL and the amount so realized shall be borne by the Manufacturer.
- 7.3 All expired beer would be drained out at the Depot itself and the supplier is not allowed to take such old stock of expired beer back to its factories, which is lying with the RSBCL depot. No refund / adjustment of Excise Duty and Additional Excise Duty on such drained stocks shall be considered / allowed. RSBCL margin @ 0.50% and Inactive Stock Penalty shall be recovered from the supplier in case of drained stocks. Any cost incurred on drain out process shall also be borne / recovered from the supplier.
- 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 depute 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.
- 9.2 Any statutory tax / levy / cess including Service Tax but excluding taxes on income, if any, leviable on the transactions under the agreement as per applicable laws, shall be paid / payable by the manufacturer / supplier to the Corporation in addition to any other charges as per the agreement.

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. 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 11.1, 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.
- 11.3 That the manufacturer / supplier shall indemnify RSBCL in case the pending dispute pertaining to service tax on sale / supply of liquor is decided by the competent court against RSBCL.

12. LIQUIDATED DAMAGES

- 12.1 Notwithstanding any clause hereinabove, the Manufacturer / Supplier is liable to pay liquidated damages in the following manner for each breach / violation of LSP and /or terms & conditions of Agreement:-

S. No.	No. of breach / violation	Liquidated damages Amount
1	First breach/ violation	Rs. 1,00,000 /-
2	Second breach/ violation	Rs. 2,00,000 /-
3	Third and onward breach/ violation	Rs. 3,00,000 /- per breach/ violation

Applicable taxes on aforesaid Liquidated damages amount would be recovered extra from the supplier concerned.

- 12.2 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.
13. If any dues regarding duties / other fees /Penalties / debit balances etc. arises regarding previous years, the Corporation shall have rights to recover such amount in succeeding years.
14. No refund of Excise Duty, Additional Excise Duty or any other Duties / Levies will be payable to suppliers against stocks returned to supplier / manufacture or drained out stock.
15. Any dues, pertaining to RSBCL margin, Inactive Stock Charges against unapproved stock or otherwise expenses incurred by the Corporation in draining out such stock, will be recovered from the supplier. Such amount will be recovered from the amount payable to the supplier. Subsequently the balance amount, if any, will be recovered / adjusted from the security deposit of the supplier.
16. In case the supplier does not make payment of due amount to Corporation, the action for the recovery of the amount will be initiated under prevailing Acts and Rules. The recoverable amount will include the due amount and interest @ 1.5% per month from the due month and part there off.

17. 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 2023-24.
18. All provisions as contained in the LSP 2023-24 shall also form a part of this agreement.
19. JURISDICTION
- 19.1 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.

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

GM (Operation)

Name:

WITNESSES:

- 1.
- 2.

Signature of Manufacturer

Name:

Designation:

Seal

Mobile No.



Agreement to be executed by Manufacturers located outside the Country
Please refer to clause 1.2 (A) (ii) and B (v) of the LSP 2023-24

(To be executed on stamp paper of denomination Rs. 500)

AGREEMENT

This Agreement made at Jaipur on day ofTwo Thousand Twenty Three –Twenty Four between the Rajasthan State Beverages Corporation Limited (RSBCL) having its Head office at "Vitta Bhavan (D Block, 1st Floor), Jan path (Near State Assembly), JAIPUR – 302005 (Rajasthan) represented by its General Manager (Operations) Shri....., (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

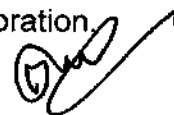
M/s..... represented by Shri..... (Hereinafter called the 'importer' or alternately the "Manufacturer", the term including the Supplier) which term, unless, repugnant to the context, shall mean and include its executors, administrators, successors-in-interest, assigns, etc., of the OTHER PART. That Shrihas 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 2023-24 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 theRules. (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 2023-24. 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

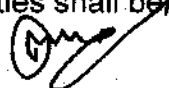
- 3.1 The Corporation may, from time to time, specify the quality of Liquor to be delivered and the Manufacturer shall adhere to such quality specifications. As per orders of Government of Rajasthan, only such IMFL would be marketed in Rajasthan, which are manufactured with Extra-Neutral Alcohol (ENA) 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 conform 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, and other offence which 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.
- 4.4 If any supplier violates the provisions of LSP or Agreement made thereunder, the action may be initiated against such defaulter supplier as per the provisions of LSP / Agreement.

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 for 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.

6.3 Payment will be released in the manner prescribed below:

- (a) Corporation will release payment preferably to the brand owner who has got the brand registered in its name by Excise Department and only he will issue sale / VAT invoice of the IMFL / Beer supplied to the corporation.
- (b) If, in certain exceptional cases where it is not feasible for him to issue sale / VAT invoice, he will have to produce a mutual agreement (as per Annexure-13 of LSP 2023-24) with his supply source(s) specifically authorizing him to receive payment on behalf of his supply source(s) also.
- (c) Additional supply source(s) shall be added only after producing such mutual agreement as per Annexure - 13.

7. STOCK HELD FOR SALE

7.1 If stock of Beer, IMFL, Rum & Wine and FMFL (including Cider & Brandy) is not disposed off within 120 days (Beer – Best before 6 months), 150 days (Beer- Best before 9 months), 180 days (Beer- Best before 12 month), 180 days (IMFL, BII, Rum & Wine) and 210 days (FMFL) respectively, the Corporation would levy Inactive Stock Penalty at Rs.3/- per case per day and any tax / levy chargeable on Inactive stock Penalty subject to for a period up to expiry of best before use date in case of Beer and for a maximum period of 3 years in case of IMFL and FMFL. This penalty will be charged proportionately in case of loose bottle also on the same pattern. The Corporation out of any payment due to the Manufacturer shall recover such Inactive stock Penalty plus applicable taxes.

7.2 Without prejudice to 7.1 above, the Corporation may dispose of Beer and IMFL lying unsold due to quality or damage and the difference between the price of delivery of Beer / IMFL/FMFL and the amount so realized shall be borne by the Manufacturer.



- 7.3 All expired beer would be drained out at the Depot itself and the breweries are not allowed to take such old stock of expired beer back to their factories, which is lying with the RSBCL depot. No refund / adjustment of Excise Duty and Additional Excise Duty on such drained stocks shall be considered / allowed. RSBCL margin @ 0.50% and Inactive Stock Penalty shall be recovered from the supplier in case of drained stocks. Any cost incurred on drain out process shall also be borne / recovered from the supplier.
- 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.
- 8.2 Any statutory tax / levy / cess including Service Tax but excluding taxes on income, if any, leviable on the transactions under the agreement as per applicable laws, shall be paid / payable by the manufacturer / supplier to the Corporation in addition to any other charges as per the agreement.

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. INDEMNITY

- 10.1 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.
- 10.2 Without prejudice to the generality of the circumstances contained in 10.1, 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.



- 10.3 That the manufacturer / supplier shall indemnify RSBCL in case the pending dispute pertaining to service tax and any other amount payable under the Act on sale / supply of liquor is decided by the competent court against RSBCL.

11. LIQUIDATED DAMAGES

- 11.1 Notwithstanding any clause hereinabove, the Manufacturer / Supplier is liable to pay liquidated damages in the following manner for each breach / violation of LSP and /or terms & conditions of Agreement:-

S. No.	No. of breach / violation	Liquidated damages Amount
1	First breach/ violation	Rs. 1,00,000 /-
2	Second breach/ violation	Rs. 2,00,000 /-
3	Third and onward breach/ violation	Rs. 3,00,000 /- per breach/ violation

Applicable taxes on aforesaid Liquidated damages amount would be recovered extra from the supplier concerned.

- 11.2 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.
12. If any dues regarding duties / other fees /Penalties / debit balances etc. arises regarding previous years, the Corporation shall have rights to recover such amount in succeeding years.
13. No refund of Excise Duty, Additional Excise Duty or any other Duties / Levies will be payable to suppliers against stocks returned to supplier / manufacture or drained out stock.
14. Any dues, pertaining to RSBCL margin, Inactive Stock Charges against unapproved stock or otherwise expenses incurred by the Corporation in draining out such stock, will be recovered from the supplier. Such amount will be recovered from the amount payable to the supplier. Subsequently the balance amount, if any, will be recovered / adjusted from the security deposit of the supplier.
15. In case the supplier does not make payment of due amount to Corporation, the action for the recovery of the amount will be initiated under prevailing Acts and Rules. The recoverable amount will include the due amount and interest @ 1.5% per month from the due month and part there off.
16. 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 2023-24.
17. All provisions as contained in the LSP 2023-24 shall also form a part of this agreement.



18. JURISDICTION

18.1 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.

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

GM (Operation)

Signature of Manufacturer

Name:

Name:

WITNESSES:

Designation:

1.

Seal

2.

Mobile No.



DECLARATION OF DISTILLERY / BREWERY / WINERY / BOTTLING PLANT

(ON AFFIDAVIT OF Rs. 500/- DULY ATTESTED)

(Please refer to clause no. 3.1 of LSP 2023-24)

(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 and current year (if approved in any states).

Name of State/UT	2021-22						2022-23 (Upto the last date of preceding month)						Validity upto (mention date)
	Q		P		N		Q		P		N		
	Sale in Cases	EDP per Qts Cases	Sale in Cases	EDP per Pint Cases	Sale in Cases	EDP per Nip Cases	Sale in Cases	EDP per Qts Cases	Sale in Cases	EDP per Pint Cases	Sale in Cases	EDP per Nip Cases	
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													



* Details of all variants under one major / basic brand having similar key word and registered / sold in Rajasthan or elsewhere, this year or last year should compulsorily be 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.

2 (A) Details of EDP/MRP in adjoining state as on 31st March 2023

Name of Brands	Adjoining State					
	Haryana	Delhi	Punjab	Chandigarh	M.P.	U.P.

* There may be cases where variant name may not be exactly the same as offered for sale in Rajasthan but the major / basic brand is exactly the same and variant may vary a little. Details of all such brands / variant are to be provided in above table, even if the brand/ variant is not being marketed by the proposer in other states.

Please also enclose a copy of approved Cost Sheet of these states.

3. 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.
4. 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.
5. I / We shall be liable for all omission of attorney / authorized representative in execution of terms and conditions with RSBCL.
6. 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 or whole time Director or Chief Executive Officer or any other person duly authorized by the Board of Directors of the Company/ Secretary/ Proprietor / Partner / Proprietor.

DEPONENT

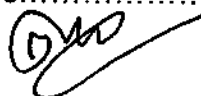
Name(s) and Address in block letters of Managing Director or whole time Director or Chief Executive Officer or any other person duly authorized by the Board of Directors of the Company / Secretary. (In case of Society) /Partner (In case of partnership firm) Proprietor (In case of proprietorship firm) 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 letters of Managing Director or whole time Director or Chief Executive Officer or any other person duly authorized by the Board of Directors of the Company / Secretary. (In case of Society) /Partner (In case of partnership firm) Proprietor (In case of proprietorship firm) of M/s.....



(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.

(Please refer to clause no. 3.3 of LSP 2023-24)

Part I GENERAL

1	Name of the brand	
2	Name of the manufacturer with complete address (Distillery / Brewery / Winery / Bottling Unit)	
3	(i.) 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. (ii) 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 material and quality of the brand.	
4	Whether the brand conforms 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).	
7	Details of stock of proposed brands lying at RSBCL depots.	

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



PART II SALES

		2021-22	2022-23 (Upto the last date of preceding month)
8	Combined all India sale including supplies to CSD excluding Rajasthan during the last two years (In Cases)		
9	Whether the brand is sold in CSD, if so, sale to CSD during the last two years (in cases)		
10	Total Sale in Rajasthan		
11	Export to other countries, if any, during the last two years (in cases).		
12	Name of the States / Union Territories where the brand was sold during 2021-22 and 2022-23		

Name, Designation & Signature
with seal of the Firm

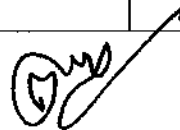


Contd.

Name of the Brand _____

PART III PRICES
(Please give figures for one case/Cartron Box)

		Qts	Pints	Nips
13	Minimum ex-distillery prices as indicated in para 2 of Annexure 5			
14	Export Pass Fee			
15	Central Sales Tax, if applicable			
16	Any other incidental (please specify) Please enclose duly attested documents in support of column 12 to 14).			
17	The prevailing retail price of brand in Delhi, MP, UP, Haryana, Punjab and Chandigarh for one Quart, Pint and Nip			
18	The minimum ex-distillery price net of all duties / commission / discount at which supplies were made to the states of Haryana, Uttar Pradesh, Rajasthan, Punjab, Delhi and MP during 2021-22 & 2022-23. (Please also furnish an affidavit in support of the averment)			
19	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 2021-22 & 2022-23 (Please also furnish an affidavit in support of the averment).			



Cost sheet of Liquor brands
(In cases of supplies from Manufactures in the state)
(Please refer to clause no. 3.5 of LSP 2023-24)
(To be given on the letterhead of the Supplier)

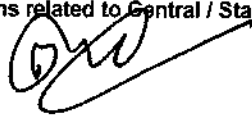
Name of the brand		Size of the pack (in ml)								
		750	VAT	Surcharge	375	VAT	Surcharge	180	VAT	Surcharge
A. Cost build up for RSBCL selling price										
1.	Ex Distillery Price (EDP) / Ex-Brewery Price (EBP) of the manufacturer									
2.	Excise Duty at applicable rates on (1)									
3.	Sub Total (1+2)									
4.	Additional Excise Duty at Applicable Rates (of 3)									
5.	Hologram Charges (Rs.0.35 per Bottle)									
6.	RSBCL Landed Cost (3+4+5)									
7.	RSBCL margin @ 0.50% of (6)									
8.	Selling Price of RSBCL (6+7)									
B. Cost Build-up for Estimated Maximum Retail Price (MRP) for consumer										
9.	Retail margin (at applicable rates on 1)									
10.	Permit fee									
11.	Vend Fee (For Beer only)									
12.	Total Price (8+9+10+11)									
13.	Estimated Composition Amount @ 20% of (12)									
14.	Estimated amount of Surcharge @ 20% of (13)									
15.	Estimated MRP per case (12+13+14)									
16.	Estimated MRP per Bottle									
C. Cost Build-up for MRP for consumer (After Rounding Off – as per 3.9.3 of LSP)										
17.	Addl. RSBCL Margin due to Rounding Off to Rs. 1									
18.	Estimated MRP Rounding Off to Rs. 1/- per Bottle									
19.	Estimated MRP per case due to Rounding Off									
20.	Addl. Retailer Margin due to Rounding Off MRP to Next Rs. 0 or 5									
21.	MRP per Bottle due to Rounding Off to Rs. 0 or 5									
22.	MRP per case due to rounding off									
23.	Exact Amount of Surcharge									
24.	Exact Composition Amount on MRP									

Place:

Date:

Authorised signatory
(Name)

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



Cost sheet of Liquor brands
 (In cases of supplies from Manufactures outside the state)
 (Please refer to clause no. 3.5 of LSP 2023-24)
 (To be given on the letterhead of the Supplier)

Name of the brand	Size of the pack (in ml)								
	750	VAT	Surcharge	375	VAT	Surcharge	180	VAT	Surcharge
A. Cost build up for RSBCL selling price									
1.	Ex Distillery Price (EDP) / Ex-Brewery Price (EBP) of the manufacturer								
2.	Excise Duty at applicable rates on (1)								
3.	Add other fees / levies / cost 2.1 Export fee*** 2.2 Others (Pl. specify)								
4.	Import fee as applicable								
5.	Total (1+2+3+4)								
6.	Additional Excise Duty at Applicable Rates (of 5)								
7.	Hologram Charges (Rs.0.35 per Bottle)								
8.	Total Invoice Value of Supplier (5+6+7)								
9.	Central Sales Tax @ 2% of 8 Invoice Value								
10.	RSBCL Landed Cost (8+9)								
11.	RSBCL Margin @ 0.50% of (10)								
12.	Selling price of RSBCL of (10+11)								
B. Cost Build-up for Estimated Maximum Retail Price (MRP) for consumer									
13.	Retail margin (at applicable rates on 1)								
14.	Permit fee								
15.	Vend Fee (For Beer only)								
16.	Total Price (12+13+14+15)								
17.	Estimated Composition Amount @ 20% of (16)								
18.	Estimated amount of Surcharge @ 20% of (17)								
19.	Estimated MRP per case (16+17+18)								
20.	Estimated MRP per Bottle								
C. Cost Build-up for MRP for consumer (After Rounding Off – as per 3.9.3 of LSP)									
21.	Addl. RSBCL Margin due to Rounding Off to Rs. 1								
22.	Estimated MRP Rounding Off to Rs. 1/- per Bottle								
23.	Estimated MRP per case due to Rounding Off								
24.	Addl. Retailer Margin due to Rounding Off MRP to Next Rs. 0 or 5								
25.	MRP per Bottle due to Rounding Off to Rs. 0 or 5								
26.	MRP per case due to rounding off of								
27.	Exact Amount of Surcharge								
28.	Exact Composition Amount on MRP								

Place:

Date:

Authorised signatory
(Name)

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

*CST @ 2% of EDP / EBP + Export Fee + Excise Duty + Import Fee + Addl. Excise Duty+ Hologram cost

** ED at applicable rates on EDP / EBP.

*** Export Fee – Document to be submitted as per clause 1.1 B (ix) of LSP

Cost sheet of Liquor brands imported from Outside the Country after payment
Of Custom duty
(Please refer to clause no. 3.6 of LSP 2023-24)

Name of the brand		Size of the pack (in ml)								
		750	VAT	Surcharge	375	VAT	Surcharge	180	VAT	Surcharge
A. Cost build up for RSBCl selling price										
1.	Basic Price									
2.	Import fee as applicable									
3.	Other fees / levies / cost Others (insurance etc. pl. specify)									
4.	Total amount (1+2+3)									
5.	Wholesale License Fee of (4) at applicable rates									
6.	(i) Customs Duty* (ii) Agriculture Infrastructure and Development Cess (AIDC)									
7.	Hologram Charges (Rs.0.35 per Bottle)									
8.	Total Invoice Value of Supplier (4+5+6+7)									
9.	Central Sales Tax @ 2% of 8 Invoice Value									
10.	RSBCL Landed Cost (8+9)									
11.	RSBCL Margin @ 0.50% of (10)									
12.	Selling price of RSBCL (10+11)									
B. Cost Build-up for Estimated Maximum Retail Price (MRP) for consumer										
13.	Retail margin (at applicable rates on 1)									
14.	Permit fee									
15.	Vend Fee (For Beer only)									
16.	Total Price (12+13+14+15)									
17.	Estimated Composition Amount @ 20% of (16)									
18.	Estimated amount of Surcharge (20% of 17)									
19.	Estimated MRP per case (16+17+18)									
20.	Estimated MRP per Bottle of (19)									
C. Cost Build-up for MRP for consumer (After Rounding Off – as per 3.9.3 of LSP)										
21.	Addl. RSBCL Margin due to Rounding Off to Rs. 1									
22.	Estimated MRP Rounding Off to Rs. 1/- per Bottle									
23.	Estimated MRP per case due to Rounding Off									
24.	Addl. Retailer Margin due to Rounding Off MRP to Next Rs. 0 or 5									
25.	MRP per Bottle due to Rounding Off to Rs. 0 or 5									
26.	MRP per case due to rounding off									
27.	Exact Amount of Surcharge									
28.	Exact Composition Amount on MRP									

Place:

Date:

Authorised signatory
(Name)

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

* Customs Duty / Agriculture Infrastructure and Development Cess (AIDC) –

Bill of Entry / documents to be submitted as per clause 1.2 A. (vi) & 1.2 B. (ix & x) of LSP.

Annexure 10

Cost sheet of Liquor brands Imported from Outside the Country after payment
Of Custom duty for Custom Bond

Name of the brand		Size of the pack (in ml)								
		750	VAT	Surcharge	375	VAT	Surcharge	180	VAT	Surcharge
A. Cost build up for RSBCL selling price										
1.	Basic Price									
2.	Import fee as applicable									
3.	Other fees / levies / cost Others (insurance etc. pl. specify)									
4.	Total amount (1+2+3)									
5.	Wholesale License Fee of (4) at applicable rates									
6.	(i) Customs Duty*									
	(ii) Agriculture Infrastructure and Development Cess (AIDC)									
7.	Hologram Charges (Rs.0.35 per Bottle)									
8.	Franchisee Margin (@ 3% on Basic Price S. No. 1)									
9.	Total Invoice Value of Supplier (4+5+6+7+8)									
10.	RSBCL Landed Cost (9)									
11.	RSBCL Margin @ 0.50% of (10)									
12.	Selling price of RSBCL (10+11)									
B. Cost Build-up for Estimated Maximum Retail Price (MRP) for consumer										
13.	Retail margin (at applicable rates on Basic Price S.No. 1)									
14.	Permit fee									
15.	Vend Fee (For Beer only)									
16.	Total Price (12+13+14+15)									
17.	Estimated Composition Amount @ 20% of (16)									
18.	Estimated amount of Surcharge (20% of 17)									
19.	Estimated MRP per case (16+17+18)									
20.	Estimated MRP per Bottle of (19)									
C. Cost Build-up for MRP for consumer (After Rounding Off – as per 3.9.3 of LSP)										
21.	Addl. RSBCL Margin due to Rounding Off to Rs. 1									
22.	Estimated MRP Rounding Off to Rs. 1/- per Bottle									
23.	Estimated MRP per case due to Rounding Off									
24.	Addl. Retailer Margin due to Rounding Off MRP to Next Rs. 0 or 5									
25.	MRP per Bottle due to Rounding Off to Rs. 0 or 5									
26.	MRP per case due to rounding off									
27.	Exact Amount of Surcharge									
28.	Exact Composition Amount on MRP									

Place:

Date:

Authorised signatory
(Name)

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

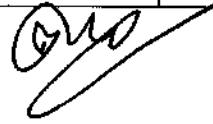
* Customs Duty / Agriculture Infrastructure and Development Cess (AIDC) –
Bill of Entry / documents to be submitted as per clause 1.2 A. (vi) & 1.2 B. (ix & x) of LSP.

Details of the Office bearers of Supplier

Supplier Name:- M/s

Address:-

	Sales			Production / Supply Source	
	State Head (Rajasthan)	North/Regional Sales Head	National Head	Unit Name (Rajasthan Unit/ Other Unit)	Unit Head
Name					
Mobile Number					
e-mail address					



**Authorization Letter & Request for Issuing User ID of RSBCL Software
for Applying & Obtaining Online Services being provided by RSBCL
and Collecting documents from RSBCL**

**(To be issued on the letterhead of the Manufacturer / Supplier)
(Paste attested photograph of the person here)**

We hereby authorize our official whose details have been provided below for applying and obtaining Online Services being provided by RSBCL through its software and to collect various documents on our behalf from RSBCL :-

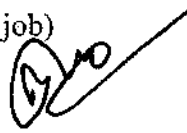
Name of Person Authorized	
Designation of Person Authorized	
Mobile No of Person Authorized	
Email ID of Person Authorized	
Signature of Person Authorized	
Passport Size Photo of Person Authorized	

Place :

Date :

**Signature of Authorized Signatory
Name with Designation with Seal**

(Note :- Manufacturer / supplier is advised to resubmit Annexure – 12 in case their earlier authorized person is transferred or left his job)



Agreement / MOU
(to be executed on stamps of Rs. 500/-)
(Please refer to clause no. 1.1 (B) (vi) of LSP 2023-24)

This Agreement/MOU made at Jaipur on, Two Thousand Twenty Three – Twenty Four between M/s.....(Brand Owner) hereinafter referred to as Brand Owner (which expression shall unless it be repugnant to the context or meaning thereof be deemed to include its successors in business and assigns) of the ONE PART

AND

1. M/s.....(Supplier/Distillery) represented by Shri.....
2. M/s.....(Supplier/Distillery) represented by Shri.....Hereinafter called the....., (which expression shall unless it be repugnant to the context or meaning thereof shall be deemed to mean and include its successors in business and assigns) of the OTHER PART. That Shri.....has been authorized to represent the.....in all matters connected with and in relation to the liquor supplies to the Corporation for the year 2023-24 in the Territory of State of Rajasthan.

WHEREAS

- A. M/s.....(Brand Owner) is having its own unit atand is supplying goods to RSBCL and its Brand/Rates are approved by RSBCL.
- B. M/s.....(Brand Owner) for convenience want to get its Brand supplied through M/s(Supplier/Distillery) to RSBCL.
- C. That Supplier/Distillery holds valid permission/licenses required under Excise Act/Rules of Rajasthan.

“THIS AGREEMENT / MOU IS IN CONTINUATION OF MANUFACTURING AGREEMENT BETWEEN M/s.....& M/s.....”

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. The M/s..... (Supplier/Distillery) hereby agrees and confirms that in the light of above arrangement, RSBCL shall make all payments including VAT alongwith goods value to M/s..... (Brand Owner) in respect of the said products supplied and sold by them. The payments so made shall be towards supply of liquor by Supplier/Distillery.
2. The M/s..... (Supplier/Distillery) agrees to transfer all their credit / debit (recorded by RSBCL in their books) periodically to M/s..... (Brand Owner) who is the owner of brands and the M/s..... (Supplier/Distillery) is selling and supplying the said products as per manufacturing agreement and is bound by the agreement dated..... between M/s.....



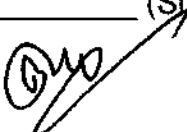
- 3. M/s.....agrees that all entries like breakages, Inactive stock Charges etc. or any other entry in the A/c of manufacturer (Supplier/Distillery) which are within the system, will also be debited / credited to M/s..... (Brand Owner).
- 4. This agreement / MOU shall also take care of any outstanding entry of previous years.
- 5. It is agreed between the parties hereto that all taxes, levies and any other duties imposed by Govt. from time to time whatsoever payable in respect of the said Products sold and supplied to RSBCL by M/s..... (Supplier/Distillery) shall be in the first instance borne by M/s..... (Brand Owner).
- 6. The Parties hereto in all other respects confirm the Agreement / MOU dated.....executed between themselves.

Authorized Signatory for

- 1. M/s _____ (Brand Owner)

Authorized Signatory for

- 1. M/s _____ (Supplier / Distillery)
- 2. M/s _____ (Supplier / Distillery)



A handwritten signature in black ink, appearing to be 'BMO', is written over the second line of the authorized signatory list.

**DETAIL GUIDELINES FOR OPERATION OF BIO WHOLESALE BONDS IN THE
STATE OF RAJASTHAN**

In compliance of clause, no. 2.16.14 of the Excise and Temperance Policy 2022-23 and 2023-24, RSBCL hereby issues the following guidelines for the operation of BIO wholesale bonds in Rajasthan:

1. Total no of BIO wholesale Bonds and their locations

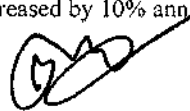
District	Max no. of BIO wholesale Bonds allowed
Jaipur	04 (Four)
Jodhpur and Udaipur	02 (Two) in each district

2. Period of Franchisee Agreement —

- i. One entity shall be given only one Franchisee in one district. However, the same entity may have Franchisee in another district also.
- ii. The Franchisee Agreement shall be for a period of five financial years commencing with effect from the date of signing of agreement subject to payment of annual franchisee fee as prescribed by RSBCL and other dues payable to RSBCL/State Government.
- iii. The Franchisee agreement may be extended for a further period of two years with shall be exercisable at least three months prior to the expiry of the term on mutual agreement subject to satisfactory performance of Franchisee and payment of Franchisee fees and other dues as prescribed by RSBCL and other dues payable to RSBCL/State Government.
- iv. Agreement may be cancelled / terminated immediately in case of any policy changes by the State Government and the orders/directions issued there under.
- v. Agreement may be cancelled/ Terminated in case of breach of terms and conditions of agreement, violation of any provisions of the Customs Act 1952 and Rules, Rajasthan Excise Act,1950 and Rules, Excise and Temperance Policy of the Rajasthan State 2022-23 and 2023-24, Liquor Source Policy of RSBCL or any other related Act time being in force or any such undesirable act of Franchisee due to which losses occur to Govt. Revenue or RSBCL. The Franchisee would be given a notice period of one month for any such termination.

3. Fees and payments :

- i. Annual Franchisee fee for the year 2022-23 will be Rs. 18.00 Lacs (Rs. Eighteen Lacs only) plus applicable taxes if any on annual basis.
- ii. Annual Franchisee fee shall be increased by 10% annually.



- iii. Annual Franchisee fee as decided by the RSBCL has to be deposited by 15th March of each year for renewal / extension of Franchisee license for next financial year.
 - iv. The Franchise Fee shall be paid by the Franchisee to RSBCL's designated bank account on annual basis. Franchisee fee may be changed by the RSBCL at any point of time.
 - v. The wholesale vend fee as prescribed under Rule 68 (13) of Rajasthan Excise Rules would be paid by the RSBCL to the Excise Department. The Franchisee need not pay this fee to the Excise Department. The license fee as provisioned under Rule 68 (13C) shall not be applicable in Franchisee model with RSBCL.
 - vi. Any other supplies of BIO Brands routed through other than aforesaid Franchisee setup with RSBCL would attract all such fee as prescribed under Rule 68 (13) and 68 (13 C) of Rajasthan Excise Rules, 1956 as per earlier provisions and to be paid by the supplier directly to the Excise Department, Rajasthan.
4. **Setting up Customs Bond and BIO Wholesale Bond:**
- i. The BIO Customs Bond and BIO Excise Wholesale Bond are to be established and made functional within a period of 3 months from the date of issuance of Franchisee Approval.
 - ii. The Franchisee shall get the locations for so established BIO Customs Bond and/or BIO wholesale Excise Bond approved from the Customs Department Government of India and Excise Department, Rajasthan respectively as per rules and provisions.
 - iii. RSBCL shall obtain BIO Wholesale Bond License from Excise Department, Government of Rajasthan, by following the due procedures as per prevailing rules and regulations of Rajasthan State Excise Act, 1950.
 - iv. The Franchisee would be a co-licensee of the BIO Wholesale Bond license issued in the name of RSBCL. All formalities for issuance of co-license from Excise Department, Rajasthan shall be carried out by the Franchisee appointed by the RSBCL.
 - v. Both Customs Bond and BIO Wholesale Bond shall be setup in the same premises.
 - vi. All the BIO liquors / brands in Rajasthan would be supplied/ routed as per the prevailing policies/ directions issued by the State Government.
 - vii. The Franchisee shall make available all sorts of office furniture and equipment like Computers, Printers, Track & Trace devices, scanner kiosk, Internet etc. required to carry out the office activities smoothly and flawlessly at Customs Bond and BIO Wholesale Bond.
 - viii. All measures related to security and safety i.e. web based CCTV surveillance with access to RSBCL HO, firefighting equipment, Track and trace equipment, scanner, kiosk, security guard, insurance etc. of both the Bonds shall be arranged by Franchisee.



- ix. The Franchisee shall make available manpower at Customs Bond required for carrying out day to day operations of the customs bond e.g. Customs Bond In-charge, Customs Handling Agents, Supervisors, Computer Operators, Accountant, Clerks, Labour etc.
- x. An Officer In-charge (Depot Manager) at Wholesale Bond shall be appointed / posted by RSBCL.
- xi. The Franchisee shall establish Cold Storages of adequate capacity for storing BIO wines in the Customs Bond and BIO Wholesale Bond as per requirement at his own expenses.
- xii. The Franchisee shall bear recurring expenses like salary to men power deputed by Franchisee, rent of buildings, electricity, drinking water, loading & unloading charges to Labour etc. pertaining to the customs and excise bonds.
- xiii. The Franchisee shall ensure that online system for itemized Billing is in place before the commencement of commercial operations and RSBCL shall be provided access to the retail billing reports as generated therefrom.
- xiv. The Franchisee shall carry out its business as per the provisions of Rajasthan Excise Act 1950 & Rules made their under, prevailing Excise and Temperance Policy issued by the Excise Department and the prevailing Liquor Sourcing Policy (Liquor Source Policy) of RSBCL and orders made their under.
- xv. The Franchisee shall ensure that at all times prompt, courteous and efficient service is accorded. The Franchisee shall in all dealings adhere to the highest standards of honesty, integrity, fair dealings and ethical conduct.
- xvi. the Franchisee shall devote full time and attention to the establishment, development and operation of the Franchised Business and services rendered.
- xvii. If the Franchisee does not establish the Customs Bond and/or wholesale Bond within the stipulated time period i.e. 3 (Three) months and one month from the date of issuing Letter of Intend (LoI) and letter of Acceptance (LoA) respectively from RSBCL, the LoA and/or LoI shall be treated as CANCELLED and it shall not be entitled to any rebates /refund of Franchisee Fee. Other suitable action if deemed necessary shall be initiated as per agreement.

5 Execution of Business Plan:

- i. The Value of Business for Financial Year 2022-23 shall be as per the proposed business plan submitted by the Franchisee at the time of bidding and for all operational and calculation purposes , the Value of the Business for the year 2022-23 shall be proportionated for the remaining quarters of the year 2022-23 from the date of operating of the BIO Wholesale Bond.



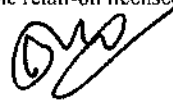
- ii. For every subsequent year after 2022-23, minimum 20% increase in annual actual sale value or value proposed by the Franchisee for previous year for proposed brands whichever is higher shall have to be ensured by Franchisee.
- iii. The quarter-wise business plan as proposed above has to be adhered strictly by the Franchisee; however, any shortfall in first two quarters shall have to be compensated in the third quarter.
- iv. In case, Franchisee fails to execute business plan upto the end of third quarter and supplies committed for fourth quarter, he shall be liable to pay penalty equal to sum of Wholesale License Fee, RSBCL Margins, VAT & Surcharge, Permit & Vend Fee as applicable on the short supplied BIO brands / shortfall in Business plan. Any taxes payable on such penalty will be charged extra as per prevailing rates.
- v. Sale amount for actual purpose of the business plan would be amount of Invoices issued from the Wholesale Excise Bond on the BIO stocks issued for sale in Rajasthan

6 Margin to Franchisee-

- i. Franchisee will be given a Margin @3% on Basic Price quoted for the BIO Brand in the cost sheet for MRP Calculation of the BIO brand. However, the basic price would be accepted subject to comparison of basic price offered in neighbouring states i.e. Delhi, Haryana, Chandigarh, Punjab, MP, UP etc. RSBCL shall accept the minimum basic price quoted in any of the neighbouring states.
- ii. In case, supplier wishes some hike in basic price he has to submit reasons-with full justification for any such hike. It would be sole discretion of the RSBCL to accept or reject the proposal of change in basic price.

7 Registration and approval of Brands -

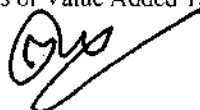
- i. The registration and approval of the brands or labels shall be the responsibility of the Franchisee and / or the supplier who is willing to supply BIO brands through Franchisee Bond and would be subject to the brand fulfilling all conditions of the Rajasthan Excise Act, 1950 and the rules made thereunder.
- ii. One brand shall be supplied by the one Franchisee only however, one brand may be supplied from more than one source.
- iii. The registration of brands and approval of labels shall remain open throughout each financial year on payment of label and brand registration fees as specified under Rule 69(3) of Rajasthan Excise Rules 1956 and notified in Excise Policy each year.
- iv. There shall be no restriction of maximum number of brands to be allowed. The Franchisee shall fulfil the condition of maintaining the requisite stock as per demand of the market / RSBCL and all Customs Duty Free BIO brands approved by the Excise Department for direct procurement by the eligible retail-on licensees.



- v. The Franchisee shall analyse and identify the demand of various BIO brands in the market of Rajasthan and shall further introduce/launch all such brands thereupon.
- vi. The Franchisee shall produce the authorization letter from either foreign liquor brand owning company or from the authorized importer in India for the purpose of registration of any BIO brand. The authorization letter must contain the following information:-
 - (i) Period of validity
 - (ii) Name of Brands
 - (iii) Area / State permitted
 - (iv) Name and address of authorized company
- vii. If, the Franchisee produces the authorization letter from the authorized importer in India then the Franchisee shall also have to produce the certified copies of authorization of that particular importer in India from the manufacturer or brand owning company of that particular BIO brand.
- viii. Franchisee shall be bound to introduce / launch / supply the BIO brands identified and informed by Excise Department, Rajasthan and RSBCL.
- ix. The Franchisee shall abide by the instructions / directions of the Excise Department to affix any additional label containing such information as required.

8. Rate Approval-

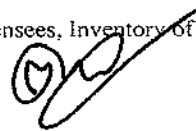
- i. After brand / label approval, Franchisee shall submit proposals of Rate / MRP approval of all approved brands to RSBCL and / or Excise Department as per provisions of the Rajasthan Excise Act, 1950 and the rules made there under and Liquor Source Policy of RSBCL for every financial year before its sale.
- ii. RSBCL shall approve rates / MRP of the BIO brands both Customs Duty Paid and Customs Duty Free (only those which are to be routed through RSBCL Depots) as per provisions of its Liquor Source Policy and orders made there under.
- iii. Detailed procedure of rate approval and cost sheets has been provided in the Liquor Source Policy of RSBCL. In case of change in basic price of BIO brands and / or rates / amount of customs duty, Agriculture Infrastructure Development Cess (AIDC) at any point of time during the year, the Franchisee shall have to intimate RSBCL of all such changes immediately as per the provisions of the prevailing Liquor Source Policy of RSBCL, failing which it shall be treated as breach of terms and conditions of agreement. Any loss of Government revenue arising out of breach of terms and conditions shall be recovered from the Franchisee besides other proceedings, which are liable to be initiated against the Franchisee as provided under the Rajasthan Excise Act 1950 and rules made there under and Liquor Source Policy of RSBCL.
- iv. The Franchisee shall abide by the provisions of Value Added Tax (Vat) Act.



- v. The Franchisee shall not sell any liquor not conforming to the specification prescribed by the Excise Commissioner, Rajasthan.

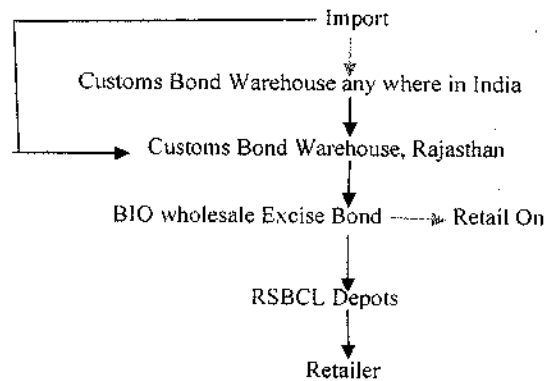
9. Supply of Stock-

- i. The Franchisee shall procure and sale BIO brands after the payment of wholesale license fees payable under Rule 69 (1) of Rajasthan Excise Rules 1956. Franchisee shall pay VAT as per the provisions of prevailing VAT Act of Rajasthan.
- ii. All levies of Excise Department of Rajasthan shall be payable before the grant of permit for procurement of BIO foreign liquor.
- iii. The Government reserves the right to review the manner of levying duties / fee and amount of duties / fee etc. to be paid / payable. In case there is any amendment / change in law related to liquor or bonded warehouse in Rajasthan during the period of license. The changes, if any, shall be binding upon the Franchisee.
- iv. Customs Duty Free BIO brands shall also be supplied to eligible licensees i.e. Hotels through the public customs bond and wholesale Excise Bond so established.
- v. When the stock lying at Excise Wholesale Bond is transferred to Depots of RSBCL through TOO, the charges applicable as per clause 1" 10.3 of the Liquor Source Policy 2022-23 will not be applicable.
- vi. Supplies from BIO Wholesale Bond to RSBCL depots shall be executed through OFS. The charges applicable as per clause No 4.3 and 4.6 of the Liquor Source Policy 2022-23 will not be applicable.
- vii. All charges for loading and unloading of BIO brands in Customs Bond and transferring the stocks from Customs Bond to BIC/ Wholesale Bond shall be borne by Franchisee.
- viii. On sale from BIO Wholesale Bond to Licensees, Loading Charges shall be recovered as per provisions of RSBCL from licensees and to be paid to Franchisee.
- ix. Loading charges for transporting stocks from BIO Wholesale Bond to RSBCL, depots and unloading and stacking of the stocks at RSBCL depots shall be borne by the Franchisee.
- x. The Franchisee shall maintain sufficient stocks of all approved brands so that the State does not suffer any revenue loss and customers' choice is not compromised. In case of insufficient stock, Franchisee shall be liable for penalty as per the provisions of prevailing Liquor Source Policy.
- xi. Complete movement of BIO liquor through the setup so established i.e. Inward of stocks in Customs Bond, Inventory of Customs Bond, Detail of Customs Clearance of BIO Brands, Transfer of stocks from Customs Bond to BIO Wholesale Bond and BIO Wholesale Bond to RSBCL Depots, Sale to Licensees, Inventory of BIO Wholesale



Bond etc. shall be managed and controlled through Excise Department's Online Software i.e. Integrated Excise Management System (IEMS) only.

- xii. The Franchisee will be permitted to trade wholesale of Bottled in Origin Foreign Liquor, Beer, Wine etc.
- xiii. The Franchisee shall procure Bottled in Origin Foreign Liquor, Beer and Wine from manufactures/authorized importers/authorized suppliers/ licensed customs bonds or BIO Wholesale Bond of other states.
- xiv. Franchisee shall have to ensure availability and timely delivery of all types of approved BIO Brands to licensees in Rajasthan through RSBCL.
- xv. Route to Market (RTM) of BIO Liquor would be as under:-



xvi. BIO brands that have been approved for sourcing from the Franchisee so appointed shall not be allowed from any other sources outside Rajasthan after establishment of BIO Wholesale Bond in the state.

10. Payment Terms:

- i. Payment to the Franchisee shall be made as per provisions of the prevailing Liquor Source Policy of RSBCL and orders issued there under against sold stocks of BIO brands supplied to RSBCL depots.

11. Audit:

- i. RSBCL shall reserve right to conduct an internal audit of Franchisee including but not limited to system audit, stock audit, accounting audit etc. through its authorized team of professionals without any prior intimation of notice thereof.

12. Role of RSBCL:

- i. RSBCL shall Depute / post one officer-in-charge as Depot Manager at BIO Wholesale Excise Bond for supervision and shall carry out its responsibilities as Depot Manager. Salary and allowances of Depot Manager so deputed / posted shall be paid by the RSBCL.

- iii. It shall be the responsibility of Depot Manager to supervise and manage all activities at BIO wholesale Excise Bond for flawless and smooth functioning and uninterrupted supplies of BIO brands.
- iv. It is binding upon the Franchisee to comply with the instructions of Depot Manager related to functioning of BIO wholesale Excise Bond.
- v. RSBCL shall approve Rate / MRP considering Customs Duty Paid and Customs Duty Free BIO brands (which intends to be routed through RSBCL depots) as per provisions of its Liquor Sourcing Policy and prevailing practices.
- vi. RSBCL shall develop and implement suitable software module(s) under its online application i.e. Integrated Excise Management System (IEMS) for complete management and maintenance of both the Customs Bond and Wholesale Bond. The RSBCL shall facilitate access to the software processes on IEMS to Franchisee and to the staff responsible for both Customs Bonds and Wholesale Bond.
- vii. Overall operations of Wholesale Bond i.e. purchase, inventory, sale, issuance to RSBCL depots, request and issuance of Supply Orders, Excise Permits, Excise Fee/Duty Deposition etc., shall be executed online through Integrated Excise Management System (IEMS) only. Each transaction with regard to Wholesale Bond shall be carried out online through IEMS only.
- viii. RSBCL may from time to time hereafter modify or otherwise change the system, including, without limitation, the adoption and use of new or modified trade-marks or trade names, new products or services and new techniques in connection therewith, and the Franchisee shall at its own cost, promptly accept, implement, use and display all such alterations, modifications and changes.
- ix. RSBCL and/or its authorized representatives shall have the right at all times to inspect the premises and the furnishings, equipment and fixtures thereon and the products, to take inventory of such products, and otherwise to examine the manner in which the Franchisee is conducting its business; in the event of any such inspection, the Franchisee and its staff shall co-operate fully.
- x. Misuse of access of IEMS by Franchisee and for any of the staff working in Customs Bond and Wholesale Bond shall lead to suitable legal actions under prevailing laws and rules against the offender.

13. Statutory Obligations:

1. The RSBCL shall be entitled to deduct Income Tax, GST, VAT and such other taxes, at source from the bills of the Franchisee as may be required by any department of State/Central Government or any other Statutory Body.



- ii. The Franchisee, in addition to the above, shall be wholly responsible and liable to comply with the provisions of the various Acts like Customs Act 1962 and Rules, Rajasthan Excise Act, 1950 and Rules, Excise and Temperance Policy of the Rajasthan State 2022-23 and 2023-24, Liquor Source Policy of RSBCL or any other related Act, statutes, Rules, Regulations, Instructions, Judgments, decisions, as existing and/or may be applicable, during the period of the contract.
- iii. If Franchisee fails to comply with any or all its obligations stipulated herein or elsewhere in these guidelines OR any liability devolves on the RSBCL, then the Franchisee shall be liable to meet and pay such liability and all costs, expenses, charges, risks etc., shall be recovered immediately from the bills/security money, etc., of the Franchisee.
- iv. Non-compliance of this by the Franchisee will also constitute a breach of agreement on the part of the Franchisee

14. Assignment & Additional Contracts:

- i. The franchisee shall not, at any time, transfer, assign or sublet the contract or any part thereof to any other agency.

15. RSBCL not liable to pay Compensation:

- i. The Franchisee shall not claim for any business loss, idle charges compensation upon failure, delay, omission etc. on the part of the Company to carry out any or all the provisions of the contract for any reason whatsoever. The RSBCL's decision in the matter shall be final and binding on the Franchisee.

