

**EXPRESSION OF INTEREST
FOR REGISTRATION OF BRANDS
FOR SUPPLY OF
FOREIGN MADE FOREIGN LIQUOR (FL), INDIAN
MADE FOREIGN LIQUOR (IMFL), BEER, WINE AND
READY TO DRINK ALCOHOLIC BEVERAGES (RTD) for
LICENCING YEAR 2018-19
AS PER EXCISE POLICY OF A & N ADMINISTRATION**

**EXCISE DEPARTMENT
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**TERMS AND CONDITIONS FOR EXPRESSION OF INTEREST FOR REGISTRATION
OF BRANDS FOR SUPPLY OF FMFL, IMFL, BEER, WINE & READY TO DRINK ALCOHOLIC
BEVERAGES TO ANIIDCO AGAINST**
TENDER NO. : FILE NO.1-13/EXCISE/2018/6176 DATED: 06/09/2018

1.0 INTRODUCTION:

Andaman and Nicobar Administration has granted the exclusive licence for vending liquor in the Union Territory of A&N Islands, to M/s. ANIIDCO Ltd. a Government Company promoted by Andaman and Nicobar Administration (hereinafter to be referred as "Corporation/ANIIDCO"). The Corporation intends to procure Foreign Liquor (FMFL), Indian Liquor (IMFL), Beer, Wine, Ready To Drink (RTD) alcoholic beverages for supply at competitive price in the Union Territory of A&N Islands for the Financial Year 2018-19 (ending on 31.3.2019) as per Excise policy dated 23.3.2013 and its amendment dated 13.2.2015 Annexure-VII of the A & N Administration (the terms & conditions of Excise Policy are subject to change from time to time as per the decision of Govt.). Offers are invited from manufacturers/suppliers possessing Distillery or tie-up Distillery/Breweries/Winery/Bottling Units duly licensed by the competent authority of any State Government or Union Territory in India and Authorized Agents in India for foreign Made foreign liquor (FMFL) i.e., BIO (Bottled in Origin). The tenderer must be the original brand owner in case of IMFL and Beer and authorized distributor/original brand owner in respect of FMFL/BIO Brands.

Companies offering new brands should purchase the document and submit the offer. The brands to be registered in Andaman and Nicobar Islands as per Excise Policy shall be renewed against payment of registration fee as mentioned in clause 9.2 without submission of entire documents.

The existing brands seeking price increase shall also be renewed for proportionate period on payment of proportionate brand registration fees till the price increase is approved by the A & N Administration and registered as a fresh brand on payment of registration fee in full without submission of entire document.

The registration of brands shall be open throughout the year.

2.0 DETAILS OF OFFER

2.1 PURCHASE OF DOCUMENT

The document containing the terms and conditions can be obtained on any working day from the office of the Excise department (Room No. 22) at the address mentioned above accompanied by a demand draft / pay order / bankers cheque for ` 10,000/- (Rupees Ten Thousand only) drawn and issued by any Nationalized or Scheduled Bank payable at Port Blair in favour of "DEPUTY COMMISSIONER, EXCISE" (Non – refundable).

Alternatively, the terms and conditions can also be downloaded from website **and.nic.in** and ` 10,000/- shall be paid by a demand draft drawn in favour of "**DEPUTY COMMISSIONER, EXCISE**" (Non – refundable) and the Demand Draft shall be enclosed with the offer. In case of Foreign Made Foreign Liquor (FMFL) i.e Bottled in Origin (BIO), Original brand owner or authorized distributor may also authorize "**ANIIDCO**" by way of an assignment deed to get the brand registered in A & N Islands and in such case tender document cost not required.

2.2 SUBMISSION OF OFFERS:

The offers superscribed "**Offer for brand registration and supply of FMFL, IMFL, Beer, Wine and Ready to drink alcoholic beverages**" for financial year 2018-19 along with earnest money deposit (EMD) as specified in Para 2.5 is to be submitted in the office of the of DEPUTY COMMISSIONER, EXCISE DEPARTMENT, ROOM NO. 22, PORT BLAIR SOUTH ANDAMAN during any working day on or before 15/10/2018 (upto 2.30 pm) for scrutiny and registration. Subsequently those submitting bid for registration thereafter shall be scrutinized and registration of brands shall be undertaken at the end of every quarter i.e. June, September and December. All offers should be in English only. (Where any document accompanying the offer is not in English, a translation in English certified to be a true and accurate translation should be provided).

The offer must contain the following:

(A) In case of IMFL/FMFL/Beer/RTD brands to be registered in A & N Islands by the supplier directly:

- (i) Cost of document if downloaded from Website as per clause 2.1.
- (ii) EMD as specified in clause 2.5.
- (iii) Profile of the tenderer as per annexure-I (a).
- (iv) Certificate of incorporation or partnership deed duly registered, manufacturing licence, GST/VAT Registration certificate, PAN Card, licence as per Food safety & standard Act (FSSA) as per clause 2.3(2).
- (v) Ex-Distillery price (EDP) of brand offered duly certified by concerned Excise authority in case of IMFL/Beer/RTD.
- (vi) Certificate from the Government authorized laboratory or other private laboratory/manufacturer's own laboratory regarding quality of particular brand and that it fulfils the specifications laid down by the Bureau of Indian Standards. In case of private laboratory/manufacturer's own laboratory, it must have National Accreditation Board for Testing & Calibration Laboratories (NABL) accreditation. In case of FMFL i.e. BIO brands Chemical analysis certificate of country of origin along with No Objection certificate issued by Food Safety & Standards Authority of India (FSSAI).
- (vii) Authorization letter from original brand owner in case of importer of FMFL as per Annexure –III(a)
- (viii) Trade Mark registration certificate for the brand issued by Indian Authorities.
- (ix) Affidavit stating that the information furnished by them are correct and brand meets the terms and conditions of the Excise Policy of A & N Administration & EOI for registration & supply of IMFL/Beer products to ANIIDCO as per **Annexure V**.
- (x) Power of Attorney / Board Resolution authorizing its representative to Sign Tender/ offer document.
- (xi) Price particulars certified by Excise authority as per **Annexure II**.
- (xii) Tie-Up agreement in case of supply through tie-up distillery.

(B) In case of Foreign Made Foreign Liquor (FMFL) i.e. Bottled in Origin (BIO) to be registered in A & N Islands through ANIIDCO.

- (i) Profile as per annexure-I(b).
- (ii) Documentary proof that they are Original brand owners/importers/authorized distributor of BIO brands in India.

- (iii) Licence of bonded warehouse.
- (iv) Authorization/distributorship letter to sell their products in A & N Islands through ANIIDCO as per Annexure-III (b).
- (v) Chemical analysis certificate of country of origin along with No Objection certificate issued by Food Safety & Standards Authority of India (FSSAI).
- (vi) Trade Mark registration certificate for the brand issued by Indian Authorities.
- (vii) Affidavit stating that the information furnished by them are correct and brand meets the terms and conditions of the Excise Policy of A & N Administration & EOI for registration & supply of IMFL/Beer products to ANIIDCO as per **Annexure V**.
- (viii) Power of Attorney / Board Resolution authorizing its representative to Sign Tender / offer document.
- (ix) Price particulars as per **Annexure-II**.
- (x) Tender document cost and EMD not required.
- (xi) Assignment deed to get the brand registered in A & N Islands through ANIIDCO as per format given in **Annexure-VI(C)**.

If the required documents as prescribed above are not received with offer then the offer will not be processed unless all the documents are submitted. The Excise Department/Corporation also, retains the right to ask any further information/clarification/document, inspect the unit of the offerers for verification of the documents during the registration process, etc.

2.3 ELIGIBILITY CRITERIA

Only supplier fulfilling following criteria are eligible to participate in the EOI:

(A) In case of IMFL/FMFL/Beer/RTD brands to be registered in A & N Islands by the supplier directly:

1. Payment of cost of document as per clause 2.1 if downloaded from website.
2. The manufacturer/distillery/brewery/bottling unit must possess the following license/registration :
 - i) Certificate of incorporation or partnership deed of applicant.
 - ii) Manufacturing licence.
 - iii) VAT/GST Registration.
 - iv) Permanent Account Number(PAN)

- v) Licence under Food Safety & Standards Act (FSSA).
- 3. Ex-Distillery price (EDP) of brand offered duly certified by of the concerned state Excise authority of the concerned state countersigned by an officer not below the rank of the Excise officer in case of IMFL/Beer/RTD.
- 4. Brands offered must fulfill the specifications laid down by the Bureau of Indian Standards (BIS). In case of FMFL i.e. BIO brands Chemical analysis certificate of country of origin along with No Objection certificate issued by Food Safety & Standards Authority of India (FSSAI).
- 5. The IMFL / Beer/RTD Brands offered must have Trade mark registration certificate issued by Indian Authorities.
- 6. In case of FMFL i.e. **BIO** Brand Trade Mark Certificate must be furnished along with authorization letter from original Brand owner and licence for bonded warehouse.
- 7. Affidavit regarding correctness of information furnished and brands meeting the terms and conditions of the Excise Policy of A & N Administration (Annexure-V).
- 8. Power of Attorney / Board Resolution authorizing its representative to Sign offer document.
- 9. Prices particulars in case of IMFL/Beer/RTD as per Annexure-II.
- 10. Tie-up agreement in case of supply through tie-up distillery. In case of tie-up distillery in addition to the tie-up agreement the manufacturing licence and GST/VAT registration certificate of tie-up distillery to be submitted.

(B) In case of Foreign Made Foreign Liquor (FMFL) i.e. Bottled in Origin (BIO) to be registered in A & N Islands through ANIIDCO.

- 1. a. The Applicant must be the Original brand owner/importer/distributor of BIO brands in India.
 - b. The Importer/Authorized Distributor must possess the following license/registration :
 - i) Certificate of incorporation or partnership deed of applicant.
 - ii) Licence for Bonded Warehouse.
 - iii) VAT/GST Registration.
 - iv) Permanent Account Number (PAN).
 - v) Licence under Food Safety & Standards Act (FSSA).
- 2. Ex-Bonded Warehouse price of brand offered.

3. Chemical analysis certificate of country of origin along with No Objection certificate issued by Food Safety & Standards Authority of India (FSSAI).
4. The Brands offered must have Trade mark registration certificate issued by Indian Authorities.
5. Trade Mark Certificate must be furnished along with authorization letter from original Brand owner and licence for bonded warehouse.
6. Affidavit regarding correctness of information furnished and brands meeting the terms and conditions of the Excise Policy of A & N Administration (Annexure-V).
7. Power of Attorney / Board Resolution authorizing its representative to Sign offer document.
8. Prices particulars of the brand offered as per Annexure-II.
9. Assignment deed to get the brand registered in A & N islands through ANIIDCO.

2.4 VALIDITY OF OFFERS FOR ENTERING INTO RATE CONTRACT:

The offers should be kept valid for a period of 120 days from the date of submission of offers and if so desired by the Excise Department, A&N Administration/Corporation in its discretion, the validity period may be extended for a further period.

2.5 EARNEST MONEY DEPOSIT:

(A) In case of IMFL/FMFL/Beer/RTD brands to be registered in A & N Islands by the supplier directly:

- a. Offers for supply of FMFL, IMFL, Wine, Beer and Ready to drink alcoholic beverages shall be accompanied by a demand draft/Call deposit/Pay order/FD endorsed in favour of DEPUTY COMMISSIONER (EXCISE), SOUTH ANDAMAN for ` 10,000/- (Rupees ten thousand only) for each brand drawn in favour of DEPUTY COMMISSIONER (EXCISE), SOUTH ANDAMAN on any scheduled Bank payable at Port Blair towards Earnest Money Deposit (EMD).
- b. The EMD bears no interest,
- c. Offers without EMD will be rejected,
- d. Before finalization of offers and during the validity period of the offer, if the offerer withdraws his offer, the EMD will be forfeited.
- e. The EMD will be released to the successful offerers/distilleries/breweries on payment of registration fee as mentioned in clause 2.17.2. The EMDs shall be

returned to the unsuccessful offerers within a reasonable period of time after finalization of the offers.

(B) In case of Foreign Made Foreign Liquor (FMFL) i.e. Bottled in Origin (BIO) to be registered in A & N Islands through ANIIDCO.

- EMD is not required.

2.6 PROFILE:

The offerer shall furnish the full information on the profile and other details of their company as per the proforma enclosed in **Annexure-I(a)**. In case the brand owner/Importer or authorized distributor of FMFL i.e. Bottled in Origin(BIO) authorize ANIIDCO by way of an assignment deed to get the brands registered In A & N Islands, profile and other details of their company may be furnished as per the proforma enclosed in **Annexure-I(b)**.

2.7 PRICE PARTICULARS:

- (i) The prices quoted should be inclusive of all taxes and duties, packing and forwarding charges, freight, insurance etc. for delivery upto Chennai. The supplier has to incur all the expenditure till the consignment is received at Chennai i.e., Transporter of the Corporation. The consignments have to be dispatched under valid import permit issued in the name of importer (M/s Andaman and Nicobar Islands Integrated Development Corporation Ltd) by the competent authority. Import of liquor into the UT of A&N Islands from the other States involves remittance of the statutory levies like Excise Duty, Licence Fee, etc and Import Permit Fee to the A&N Administration for issuance of Import Permits by the office of Deputy Commissioner (South Andaman). The payment of the said statutory levies in the Islands is the responsibility of ANIIDCO including transportation from Chennai to Port Blair.
- (ii) No change in the price is allowed during the currency of the rate contract. The licensing authority may allow one time downward revision of price during the licensing year. The registration in the particular category will be allowed subject to fulfillment of the eligibility criteria.
- (iii) The price particulars shall be offered as per the enclosed Annexure-II, in hard copy.
- (iv) The prices quoted for delivery upto Chennai should be rounded off to the nearest rupee.

- (v) The Prices of the cases of the sizes 1000 ml, 750 ml, 375 ml & 180 ml for IMFL/FMFL and Wine, 650 ml, 500 ml and 330 ml or below for Beer and 275 ml for ready to drink Beverages should be offered. However in case of BIO brands 700 ml FMFL can also be offered subject to payment of licence fee as applicable in case of 750ml.
- (vi) The suppliers shall print, at his own cost, Maximum Retail Price (MRP) to be worked out as per price structure formula approved by A&N Administration enclosed as **Annexure- IV** as amended & approved by the A&N Administration from time to time. IMFL and FMFL brands with Maximum Retail Price above Rs.120/- per 1000 ml bottle, Rs.90/- per 750 ml bottle, Rs.40/- per 375 ml bottle, Rs.25/- per 180 ml bottle shall be allowed for registration.
- (vii) All the liquor bottles shall bear the barcodes. The bar-codes shall be merged in the artwork of the main labels on bottles, monocartons and mother cartons.

2.8 (i) Only such IMFL/FMFL Brands having their trade mark registered with Indian authorities and are owned by the Tenderer will be allowed registration.

OR

(ii) Brands with Registered Trade Mark assigned to the Offerer under valid Agreement made in accordance with the Trade and Merchandise Marks Act, 1958.

2.9 (i) The offerers shall quote competitive prices for their brands keeping in view the price at which the same brand was supplied or sold in any State/Union Territory in the Country.

(ii) The Excise Department will accept the offers approved by the Screening Committee and will reject the offers not approved by the Screening Committee. The applications submitted for brand registration shall be scrutinized by a duly constituted screening committee, which shall put up refer the competent authority Deputy Commissioner (Excise) along with its scrutinizing report for registering the brand.

2.10 PACKING:

Supplier shall ensure adequate and proper packing to prevent any loss, damage or deterioration of the contents during transit and items to be supplied in packaging material of specification below:-

S.No	Test Parameter	Specification for 05 Ply card board box
1	Dimensions (cm) LxWxH	As per the product
2	Grammage (g/m ²) Avg (Outer to inner)	300/150/300/150/300
3	Bursting Strength (Kg/Cm ²)	16-18
4	Cobb value (g/m ²) Maximum (30 minutes)	155
5	Compression Strength (kgf) Minimum	400

The board box duly packed and to be marked for ANIIDCO, Port Blair/Outstation shops as per the Import Permit.

All damages and breakages of the goods supplied upto Corporation Transporter's godown, Chennai from any cause shall be debited to the account of the supplier. The supplier shall insure every consignment at supplier's cost upto Chennai.

2.11 DISPATCH ADVICE:

Within 24 hours from the date of dispatch of goods, the supplier should communicate following particulars to ANIIDCO (Depot) by fax/email:

- a) Purchase Order No. & Date and Import Permit No. & date.
- b) Number of cases dispatched and mode of dispatch.
- c) All IMFL/FMFL/ Beer/RTD cases meant for Port Blair and outstation shall have the marking in bold letters as "**PORT BLAIR**" or "**OUTSTATION**" as the case may be for easy identification of Import permits.

2.12 DELIVERY SCHEDULE:

The supplies shall be made as per the delivery schedule indicated in the Purchase Order, which shall be generally within 15 days. The stocks should be delivered to ANIIDCO's Transporter's Godown, at Chennai. If there is any delay in execution of Import Permits, it shall be brought to the notice of ANIIDCO with valid reason for

such delay. Particularly while delivering the Beer products to Corporation's transporter at Chennai, the beer products supplied should have minimum 120 days shelf life.

TRANSHIPMENT OF CONSIGNMENT ENROUTE IS NOT PERMISSIBLE

2.13 RESPONSIBILITY OF SUPPLIER:

The responsibility for all legal and financial implications arising out of the delay in dispatch or delay in reaching the destination or deviation from the terms and conditions of the Transport Permit issued by the competent authority shall rest on the supplier. Consequently, the supplier shall ensure the following at their risk and responsibility:

- 2.13.1 That the consignment shall be dispatched from the distillery/Brewery/Winery/Bonded Warehouse sufficiently in advance before the expiry of the import permit/transport permit issued by the Competent Authority.
- 2.13.2 That the consignment should reach the destination and delivery be effected before the expiry of the validity of the import permit/transport permit. Part shipment is not allowed. In case of short supply or non-execution of Purchase Order, the supplier has to furnish proper justification alongwith non-supply certificate issued by the Excise Officer/Authorized Signatory of the concerned distillery for claiming of refund of Excise Duty by the corporation. In the event of non-submission of short supply certificate the Excise Duty will be recovered from the supplier's bills.
- 2.13.3 That in case the supplier cannot dispatch the goods sufficiently in advance of the expiry of the import permit/transport permit, he shall report the matter to the General Manager of ANIIDCO / concerned authority, so as to reach him atleast seven days before the expiry of the import permit/transport permit along with the permit in original and certificate of non-utilization issued by the Excise Supervisory Officer in charge of the distillery/Brewery/Winery/Bonded Warehouse, explaining the reasons. The ANIIDCO shall thereupon, without incurring any obligation or liability and only to facilitate the supplier, seek extension of the validity as may be required depending upon the circumstances of the case. Request for extension of the permits received later than the period specified above will be summarily rejected and ANIIDCO will not be liable to refund the amount advanced by the supplier towards the import fee/export fee. It shall be

the complete responsibility of the supplier to ensure due compliance of all laws, rules and regulations and instructions including Excise Policy of A & N Administration Dt 25.3.2013 and its amendment dt 13.2.2015 enclosed as Annexure- "VII". The supplier shall indemnify Excise Department/ANIIDCO against all consequences including losses and inconvenience caused to it in the context of any violation of laws, rules and regulations and instructions or accident caused to the goods in transit.

2.14 TRANSIT INSURANCE:

The supplier shall make all appropriate arrangements for transport and delivery of consignment at ANIIDCO's, Transporter's godown at Chennai. The supplier should insure all consignments against all transit risks and suitable Insurance Policy shall be taken. In case of any accidents enroute, the supplier should immediately lodge a complaint before the Police station having jurisdiction. Simultaneously ANIIDCO shall be informed of the accident by the quickest mode of communication. The responsibility for complying with all the required formalities for claiming the insurance amount will rest with the supplier. Rejection of any insurance claim by the insurer for any reason will not render ANIIDCO liable to the supplier. The supplier shall produce all relevant documents in proof of the accident, in case revalidation of permits or any other legal formalities have to be complied with.

2.15 RELEASE OF PURCHASE ORDERS:

2.15.1 This being a Rate Contract, ANIIDCO will be under no obligation to purchase any specified minimum quantities of liquor from the supplier during the period of currency of the contract(Original or as may be extended by the ANIIDCO). The ANIIDCO will ordinarily place the Purchase orders based on the sales figures in the past. However, ANIIDCO reserves the right to decide the criteria for issuing Purchase Orders as it deems fit.

2.15.2 In respect of new brands offered for supply during the currency of contract and approved by the Excise Department, the ANIIDCO may place only a trial order and subsequent orders will be issued as indicated above at 2.15.1.

2.15.3 However, in any exigency of circumstances ANIIDCO may issue Purchase Orders in excess of the eligibility as referred in 2.15.1 to a Supplier or Suppliers.

2.16 TERMS OF PAYMENT:

(A) In case of IMFL/FMFL/Beer/RTD brands to be registered in A & N Islands by the supplier directly:

- 2.16.1 Stocks received in good and perfect condition shall alone be accepted. The cost of breakages in transit/unloading upto Transporter's godown in Chennai shall be borne by the supplier. Stocks which are found defective in packing or in quality or in any other aspects during verification shall be rejected summarily and these rejected stocks shall be disposed off as per the rules laid down by the Excise Department/Corporation or taken back by the supplier if he so desires.
- 2.16.2 The payment shall only be made in the name of registered supplier.
- 2.16.3 Payments will be made normally within 60 days after deducting 2% cash discount from the date of receipt of original invoice mentioning the Import Permit Number, batch no. & manufacturing date of the IMFL/Beer stock along with lorry receipt duly acknowledged by the transporter of ANIIDCO, at Chennai indicating brand wise materials received at Chennai, Excise verification certificate, Chemical analysis certificate & export permit.
- 2.16.4 The supplier shall raise the Invoice strictly as per the description and the approved rate (Landed cost at Chennai) given in the Purchase Order.
- 2.16.5 In case of new brands registered as per the EOI, payment for first two orders shall be made only after actual sale of the stock without deducting cash discount of 2%.
- 2.16.6 The ANIIDCO will recover the cost of FMFL/ IMFL/Beer/RTD in case of unsold stock beyond one year or date of expiry, whichever is earlier including the duties, transportation charges, etc paid by it and destroy the stock at risk and cost of supplier.

(B) In case of Foreign Made Foreign Liquor (FMFL)i.e Bottled in Origin(BIO) to be registered in A & N Islands through ANIIDCO.

- 2.167 Stocks received in good and perfect condition shall alone be accepted. The cost of breakages in transit/unloading upto Transporter's godown in Chennai shall be borne by the supplier. Stocks which are found defective in packing or in quality or in any other aspects during verification shall be rejected summarily and these rejected stocks shall be disposed off as per the rules laid down by the Excise Department/corporation or taken back by the supplier if he so desires.
- 2.16.8 The payment shall only be made in the name of registered supplier.

2.16.9 Payments will be made on receipt of original invoice mentioning the Import Permit Number, batch no. & manufacturing date of the FMFL/Beer stock along with lorry receipt duly acknowledged by the transporter of the Corporation, at Chennai indicating brand wise materials received at Chennai, Excise verification certificate, certified copy or Original of Chemical analysis certificate of Country of Origin & export permit along with No Objection certificate issued by Food Safety & Standards Authority of India (FSSAI).

2.16.10 The supplier shall raise the Invoice strictly as per the description and the approved rate (Landed cost at Chennai) given in the Purchase Order.

The Managing Director of ANIIDCO reserves the right to modify the terms of payment.

2.17 REGISTRATION OF BRANDS FOR SALE IN THE UNION TERRITORY OF A&N ISLANDS.

(A) In case of IMFL/FMFL/Beer/RTD brands to be registered in A & N Islands by the supplier directly:

2.17.1 All the brands of liquor products for sale in the Union Territory of A&N Islands shall be registered with the Excise Department of the Administration.

2.17.2 The registration of brands shall be open through out the licensing year on payment of the following fee, on an annual basis.

(i) Rs. 75,000/- (Rupees seventy five thousand) only per brand of Whisky.

(ii) Rs. 50,000/- (Rupees fifty thousand only) per brand of Beer.

(iii) Rs. 10,000/- (Rupees Ten thousand only) per brand of Brandy/ Gin/ Vodka/ Wine/Rum/Tequila/Foreign Made Foreign Liquor (FMFL) i.e Bottled in Origin(BIO) , high end whisky with MRP above `1,000/- and other liquors.

(iv) Rs. 10,000/- (Rupees Ten thousand only) per brand of Ready to Drink liquor like Breezer with low alcohol content.

In case of renewal of brand registration for a period of less than one year, proportionate monthly fee will be charged.

(B) In case of Foreign Made Foreign Liquor (FMFL) i.e Bottled in Origin(BIO) to be registered in A & N Islands through ANIIDCO:

➤ The brand registration fee shall be borne by the ANIIDCO.

2.17.3 The brand registration shall be subject to the brands fulfilling the following conditions,

besides all other conditions and the rules made there under:-

- (i) It shall be a product of the manufacturing unit (Including a bottling unit) duly licensed by the concerned Government.
 - (ii) It shall not be manufactured from rectified spirit or country liquor i.e. it shall be made from malt or extra neutral alcohol (ENA).
- 2.17.4 (i) All the liquor bottles shall bear the barcodes and QR codes.
- (ii) The bar-codes and QR code shall be merged in the artwork of the main labels on bottles, monocartons and mother cartons.
- 2.17.5 The brand registration does not automatically guarantee any obligation on the part of the Licencee in Form 'C' viz: ANIIDCO Ltd. to place order in favour of Manufacturer/Distillery/Brewery/Winery.
- 2.17.6 The Excise Department will have the right to restrict number of brands registered based on eligibility criteria, popularity of brands, pricing or any other criteria.
- 2.17.7 The registered supplier may change the source of supply during the financial year but in that case they shall have to submit manufacturing licence of changed source, tie-up agreement in case of tie-up distillery and other details like, CST/VAT registration, etc.

3.0 GENERAL PURCHASE CONDITIONS:

3.1 DEFINITIONS:

i) PURCHASER:

`Purchaser' means M/s. ANIIDCO Ltd. hereinafter called the "Corporation"

ii) SUPPLIER:

`Supplier' means the person, firm or company or Corporation including its distillery or bottling unit or tie-up unit or brand owner/importer / authorized distributor of BIO brands to which the purchase order is addressed. The rate contract is not assignable by the supplier. In genuine cases such as merger / amalgamation / insolvency / death, the Corporation may recognize the legal successor / representative upon receipt of a written application supported by all relevant information and documents.

iii) BRANDS:

"Brands" means the different types of Whisky, Brandy, Rum, Gin Wine, Beer, RTD, Vodka, Tequila, Foreign Made Foreign Liquor (BIO brands) manufactured by the offeror under different trade names which are in existence in the market.

iv) PRICE:

Landed cost at Chennai includes ex-distillery price, the export pass fee, GST/VAT, freight and insurance and any other charges incurred by the supplier upto Chennai. It will be the responsibility of the Corporation to pay Excise Duty and Licence Fee applicable in A&N Islands and freight from Transporter's godown at Chennai to Port Blair.

v) CASE:

`Case' means 9 bottles of 1000 ml; 12 bottles of 1000 ml for FMFL, 12 Numbers of 750 ml & 700 ml(BIO)/ 24 Numbers of 375ml / 48 Numbers of 180ml/ 12 Numbers of 650 ml/ 24 Numbers of 500ml/330ml of Beer & 24 Numbers of Ready to Drink(RTD) 275 ml.

vi) PRODUCT:

"Product" Includes Brandy, Whisky, Gin, Rum, Tequila and Vodka, Wine, Beer and ready to drink alcoholic Beverages including BIO brands.

3.2 AGREEMENT:

The successful tenderer shall sign agreement with ANIIDCO for fulfillment of obligation as per the enclosed format at **Annexure VI (a)**. In case of tie-up distillery the successful tenderer and tie-up distillery shall sign a tripartite agreement as per **Annexure VI (b)**. In case the brand owner/Importer or authorized distributor of FMFL i.e. Bottled in Origin (BIO) authorizing ANIIDCO to get the brands registered In A & N Islands, the tenderer shall sign an assignment deed as per enclosed format at **Annexure VI(c)**.

3.3 TEST CERTIFICATE:

The supplier shall not sell any liquor not conforming to the specification prescribed by the Excise Commissioner or if has not prescribed any specifications, to the specifications laid down by Indian Standard Institute now known as Bureau of Indian Standards. The consignment of liquor should be free from sedimentation or foreign particle.

The Manufacturer/Distillery/Brewery/Winery has to submit a chemical analysis report from Government laboratory or other reputed private laboratory /manufacturer's own laboratory accredited to **National Accreditation Board for Testing & Calibration**

Laboratories (NABL) regarding quality of particular brand along with dispatch of each batch and consignment of brands duly certified by the Excise authority. In case of Foreign Made Foreign Liquor (FMFL) i.e. Bottled in Origin (BIO), chemical analysis certificate of the country of origin **along with No Objection certificate issued by Food Safety & Standards Authority of India (FSSAI)** is to be produced. Further Batch No. with its manufacturing date shall be printed / typed in all invoices. The Corporation also reserves the right to subject the samples to chemical examination for verification of standards. The Corporation will not be liable to make any payments to the supplier in respect of stocks which do not conform to the prescribed standards. The Excise Department/ANIIDCO may terminate the rate contract forthwith and the Supplier shall have no right or claim against the Corporation/Excise Department in respect of such termination. Further the Supplier shall comply with the orders passed by the competent authority in respect of any samples which are not found to be of prescribed standards.

3.4. A. The supplier warrants that:

- i) The supplier shall timely supply brands with prescribed standards (B.I.S).
- ii) The supplier will, maintain all valid and subsisting licences and approvals (the 'Approval(s)') as may from time to time be required in respect of the Distillery and in respect of all of the brands.
- iii) In the event of suspension / cancellation of Approval(s) the Supplier will promptly and in any event within 48 hours, inform the Excise Department/Corporation of such suspension / cancellation along with copy (ies) of order(s) and the remedial measures, if any adopted.
- iv) The supplier accepts responsibility for all liability whether from deficiency in quality of brand / packaging or otherwise.
- v) The Excise Department/Corporation will not be liable to third party in respect of dispute relating to brand ownership between supplier and third party.
- vi) The supplier will at all times indemnify the Excise Department/Corporation (including its office bearers and employees) of and from all claims, actions, demands and liability (including but not limited to costs on actuals) arising from or relating to any act or omission of the supplier, its employees, contractors or agents in relation to the rate contract whether arising from any deficiency in brand quality or otherwise.

B. In the event that:

- i) the supplier breaches any warranty or obligation;
- ii) any Approval(s) are suspended/cancelled / revoked / terminated;
- iii) The supplier breaches any terms / conditions of the rate contract the Excise Department/Corporation shall have the right, by written notice, to forthwith terminate the rate contract or decline to place any purchase orders / indents on the supplier as the Excise Department/Corporation considers appropriate. The Excise Department/Corporation may, but shall not be obliged to, grant the supplier a cure period of more than 15 days from the date of the notice specifying the breach etc. If the supplier fails or omit to rectify the breach to the reasonable satisfaction of the Excise Department/Corporation within such cure period the rate contract shall, in any event, stand terminated on the expiry of the cure period.

Such termination / suspension shall be without prejudice to any other right or claim that the Excise Department/Corporation may have against the Supplier. On termination, the supplier shall have no claim or other recourse against the Excise Department/Corporation in respect of such termination / suspension.

3.5 WITHDRAWAL OF THE OFFER:

In case the tenderer withdraws the quotation during its validity period or fails to supply the goods as per the terms and conditions of the contract or at any time repudiates the contract wholly or partly, the Excise Department shall be at liberty to cancel the contract and also to recover from the supplier, loss incidental due to the breach of contract on the part of the supplier.

3.6 POSTAL DELAYS IF ANY:

The Excise Department will not be held responsible for any postal delays in receiving the offer or any correspondence communicated to the successful offerer.

3.7 The Contract is not assignable by either party.

3.8 Furnishing of incorrect information shall entitle forfeiture of EMD Deposit and Black listing of the offerer/supplier against future offers.

3.9 NON-WAIVER:

No failure of either the Excise Department/Corporation or the supplier to exercise and no delay by it in exercising any right, power or remedy in connection with or under the rate contract shall operate as a waiver of that right, power or remedy nor shall

any single or partial exercise of any right, power or remedy preclude any other or further exercise of that right, power or remedy or exercise of any other right, power or remedy. Any express waiver of any breach of the rate contract shall not be deemed to be a waiver of any other or subsequent breach.

No waiver will be effective unless such waiver is in writing and signed by the party against whom such waiver is claimed.

3.10 PREJUDICIAL ACTS:

Without prejudice to the generality of the foregoing, if during the currency of the rate contract (original or as extended by the Excise Department/corporation) the supplier or any of his representatives, workers or agents are found indulging in any activity which directly or indirectly is prejudicial to the interest of the Excise Department/Corporation or indulge in-

- (i) Offering illegal gratification including offering a bribe, reward or advantage etc., pecuniary or otherwise to any officer or employee of the Excise Department/Corporation;
- (ii) Any malpractice such as forgery, falsification or fabrication of any documents, bills vouchers, delivery challans etc., or supplying IMFL which does not confirm to specifications or any other act or omission contrary to law or bye-laws / rules / regulations of the Corporation or of the Union Territory of A&N Islands or Government of India.

The Excise Department, without prejudice to other legal rights or claims shall have the right to terminate the rate contract forthwith, black list the Supplier and forfeit such other amounts that may be lying with the Excise Department/Corporation besides initiating other appropriate action. The Supplier shall have no claim whatsoever against the Excise Department/Corporation in respect of such termination. All losses that may be incurred by the Excise Department/Corporation in this regard shall be recoverable from the supplier.

3.11 RIGHT OF CANCELLATION:

The Excise Department reserves the right to reject any or all the tenders without assigning any reasons thereof. The Excise Department, also reserves the right to accept a tender either in full or in part.

3.12 The Excise Department reserves the right to terminate the rate contract with one

month's notice without assigning any reason.

3.13 The supplier should abide by the provisions of and rules made thereunder in force from time to time and any other relevant enactments like Standards of Weights & Measures Act, 1976/ (Enf.) Act.1986/and Packaged Commodities) Rules, 1977. The supplier is solely and individually responsible for all the consequences arising out of the violations in this regard. Any legal complications arising out of failure to comply with various rules shall be responsibility of the supplier. Any losses/damages suffered, if any, by the Excise Department/Corporation due to the lapse on the part of the supplier for not complying with any of the Act/rules will be made good by the supplier.

3.14 JURISDICTION OF COURT & ARBITRATION:

- (i) The Courts at Port Blair alone shall have jurisdiction in respect of any suit or other legal proceedings arising from or relating to the contract.
- (ii) The Excise Department/Corporation and the supplier shall make every effort to resolve amicably by direct informal negotiations, any disagreement or disputes, arising between them under or in connection with the Expression of Interest as per the Excise Policy. In case of any difference or dispute between the parties arising out of this tender, it shall be referred to arbitration to a sole Arbitrator to be nominated by DEPUTY COMMISSIONER, EXCISE, SOUTH ANDAMAN, (or) by the Managing Director of the corporation. The decision of sole arbitrator shall be binding on both the parties as per the Arbitration & Conciliation Act, 1996.

4.0 INSPECTION:

The Excise Department/Corporation or their authorized representative shall have the right to inspect, test and expedite supply or get inspected, tested and expedited the supply of any brands at the works of the supplier or at any other place decided by the Excise Department/corporation.

However, this will not exonerate the supplier from the responsibility of manufacturing and supplying the brands as per the requirements specified in Purchase order / contract.

Sd /-

Deputy Commissioner (SA)/DC (Excise)

CHECK LIST OF EOI FOR SUPPLY OF IMFL/FMFL/BEER/RTD

NAME OF THE COMPANY: - _____

Name of brand Offered: - _____

S.No.	Document	Submitted/ Not submitted
1	Cost of Tender Document	
2	Earnest Money deposit (EMD)	
3	Incorporation Certificate of the tenderer	
4	Manufacturing Licence	
5	GST/VAT Registration certificate	
6	Licence under Food Safety & Standards Act (FSSA).	
7	Copy of Permanent Account Number(PAN)	
8	Ex-Distillery price (EDP of brand offered duly certified by Excise authority in case of IMFL/RTD/Beer.	
9	Ex-Bonded Warehouse price in case of FMFL (BIO) brands	
10	Trade Mark Certificate	
11	Authorization Letter from original Brand owner for FMFL i.e. BIO brands	
12	Licence for Bonded Warehouse for FMFL i.e. BIO brands	
13	Affidavit as per Annexure-V	
14	Power of Attorney / Board Resolution authorizing its representative to Sign offer document.	
15	a. Quality Certificate (BIS) in case of IMFL/Beer/RTD b. Chemical analysis certificate of country of origin along with No Objection certificate issued by FSSAI in case of FMFL i.e BIO brands	
16	Prices particulars certified by Excise authority as per Annexure-II	
17	Tie-Up agreement in case of supply through tie-up distillery	
18	In case of Supply through tie up distillery, the incorporation certificate/manufacturing licence, GST/VAT registration certificate, PAN, Licence under FSSAI of tie-up distillery.	

PROFILE

(To be furnished on letter head)

In case of IMFL/FMFL/Beer/RTD brands to be registered in A & N Islands by the supplier directly:

1. a) Name of the manufacturing distillery/
Brewery/bottle unit :
- b) Full address :
- c) Telephone Numbers :
- d) FAX/Gram :
- e) E-mail ID :

2. a) Registered Office :
- b) Full address :
- c) Telephone Numbers :
- d) FAX/Gram :
- e) E-mail ID :

3. Legal status of the manufacturing
Distillery/brewery/bottle unit :
- a) Proprietary concern :
- b) Partnership firm :
- c) Public Limited Company (*) :
- d) Private Limited Company (*) :
- e) Others (specify) :

4. a) Total licensed capacity of the unit
(in Proof Liters per annum) :
- b) Total Number of IMFL cases
produced by the Unit
(2013-14 or 2014-15 and so on) :

5. Details of brand offered for
registration :

Category	Brand description	Code for blend (**)	Alcoholic strength %		All India sales figure in cases	Details of registration of brands in other States/UTs
			Proof	V/V		

6. Whether the manufacturing distillery/
Brewery/bottle unit possesses license issued
by the Central Govt. If yes, indicate :
- a) No. and date of issue of license :
- b) Date upto which the license is valid :
- c) Name and address of the authority
which issued the license. :

7. Whether assessed under Income Tax Act and if so; :
 - a) Income Tax Permanent Account Number (PAN) :
 - b) Last Returns filed for (enclose Xerox copy) :
 - c) Any proceedings under I.T Act initiated for recovery of arrears of Tax and if so status :
8. GST/VAT – registration details :
9. Ownership of brand (***) :
(Ownership agreement)
10. Quality Certificate regarding BIS in case of IMFL/Beer/RTD/Wine. :
11. Chemical analysis certificate of the country of origin in case of FMFL i.e. BIO
12. Licence issued by FSSAI :
13. Affidavit regarding information furnished :
14. Power of attorney / Board Resolution :
15. License for bonded warehouse in case of FMFL i.e. BIO :
16. Proof of submission of cost of tender i.e. DD/PO No. etc. :
17. Details of EMD :
18. Ex-distillery Price (EDP) :
19. Any other details :

Place :

Date :

Signature of Chief Executive Officer
or

Authorised signatory

Name :

Designation:

(Seal of the offerer)

Note:

1. A Photo copy of the licences / documents as indicated above to be enclosed along with this profile duly affirmed by the authorized representative.
2. (*) Certificate of incorporation / copy of the partnership deed to be submitted as indicated in Sl No. (3) to be enclosed along with this profile.
3. (* *) Code for Blend {(01 – ENA based, 02 - Malt based, 03 - Others (give details)}.
4. (***) Enclose copy of Trade Mark Certificate or Usership agreement under Trade and Merchandise Marks Act, 1958.
5. Any other information (attach additional sheets if required).

PROFILE

(To be furnished on letter head)

In case of Foreign Made Foreign Liquor (FMFL) i.e. Bottled in Origin(BIO) to be registered in A & N Islands through ANIIDCO:

1. a) Name of the applicant :
- b) Full address :
- c) Telephone Numbers :
- d) FAX/Gram :
- e) E-mail ID :

2. a) Registered Office :
- b) Full address :
- c) Telephone Numbers :
- d) FAX/Gram :
- e) E-mail ID :

3. Name of Original brand owner :

4. Details of brand offered for registration :

Category	Brand description	Code for blend (**)	Alcoholic strength %		All India sales figure in cases	Details of registration of brands in other States/UTs
			Proof	V/V		

5. Whether authorized distributor/importer
 , If yes, indicate :
 - a) Name of original brand owner :
 - b) Date upto which the license is valid :
 - c) Name and address of the authority which issued the license. :

6. Whether assessed under Income Tax Act and if so; :
 - a) Income Tax Permanent Account Number (PAN). :
 - b) Last Returns filed for (enclose Photocopy) :
 - c) Any proceedings under I.T Act initiated for recovery of arrears of Tax and if so status :
7. GST/VAT – registration details :
8. Ownership of brand (***)
 (Trade Mark certificate) :
9. Quality Certificate of Country of origin :
10. Affidavit regarding information furnished :

11. Power of attorney / Board Resolution :
12. License for bonded warehouse :
13. Ex-Bonded Warehouse Price :
14. Any other details :

Place :

Date :

Signature of Chief Executive Officer
or

Authorised signatory

Name :

Designation :

(Seal of the offerer)

Note:

1. A Photo copy of the licences / documents as indicated above to be enclosed along with this profile duly affirmed by the authorized representative.
2. (*) Certificate of incorporation / copy of the partnership deed to be submitted as indicated in SI No. (3) to be enclosed along with this profile.
3. (* *) Code for Blend {(01 – ENA based, 02 - Malt based, 03 - Others (give details)}.
4. (***) Enclose copy of Trade Mark Certificate.
5. Any other information (attach additional sheets if required).

(Schedule of prices offered by suppliers)
(To be furnished on letter head of the offeror)

Sub: Price Particulars Bid for Supply of Foreign Made Foreign Liquor (FMFL) i.e. Bottled in Origin(BIO), Indian made foreign Liquor (IMFL), Beer, Wine, Tequila and Ready To Drink (RTD) alcoholic beverages) – Reg

Ref: 4-122(A) ANIIDCO/12-13/VOL-XIV/ 6103 DATED: 04.03.2015

The break up of price per case of each item quoted is as indicated below:

Category	Brand Description	Size	Ex- Factory /Bonded warehouse price	Taxes, Duty/ Duties freight etc.*	Landed cost at Chennai Quoted Total of Col.4+5
(1)	(2)	(3)	(4)	(5)	(6)

* A separate statement indicating the details of EDP/Ex-Bonded warehouse price, Taxes/Duties, Freight, other charges, etc. shall be furnished.

Place:
Date:

Signature of Chief Executive Officer
or
Authorised signatory

Name:
Designation:
(Seal of the offerer)

(To be printed on the letter head of original brand owner)

Authorization Certificate

This is to certify and confirm that we M/s (Full address) is the authorized brand owner of brand and we hereby authorize M/s(Full address) to distribute/supply the brand in A&N Islands, India.

Authorized Signatory

(With Seal)

(To be printed on the letter head of original brand owner)

AUTHORIZATION TO REGISTER THE BRAND THROUGH ANIIDCO

This is to certify and confirm that we M/s (Full Address) is the authorized brand owner of brand and we hereby authorize M/s(Full address) to register/distribute/supply the brand in A&N Islands, India through ANIIDCO Ltd.

Authorized Signatory

(With Seal)

Worksheet based on the approved formula of Administration for price fixation of IMFL/Beer for fixing Selling Prices and MRP printing

Sl. No.	Particulars	IMFL				BEER		Ready to Drink	Wine	
		1000 ml	750/700 ml	375 ml	180 ml	650 ml	500/330 ml	275 ml	750 ml	375 ml
A	FIXED EXPENSES:									
1	Excise duty @									
2	Transportation charges from Chennai to Port Blair									
3	Inter Islands transportation charges taken 50% of the average of actual charges									
4	Local transportation charges									
B	VARIABLE EXPENSES:									
1	Basic Prices (Landed cost at Chennai)									
	Insurance @1 % of (1)									
	Breakages @1% of (1)									
	Total									
	Total (A+B)									
C	OPERATIONAL EXPENSES:									
	9% of (A+B)									
D	Profit @18% of (A+B)									
E	Total (A+B+C+D)									
F	Rate per bottle									
G	Vat @ 10% of (F)									
	Selling Price per bottle (F+G)									
	Rounded off to next ` 5/-									

Note:

- Excise duty as per Excise notification dated 31/12/2016 or as amended from time to time
- Transportation charge from Chennai to Port Blair is ` 82.50 per case.
- Inter-Island transportation charge is ` 68.50 per case (average actual charge).
- Local transportation charge is ` 8.20 per case.
- VAT as per Gazette notification Dt. 26th July 2017.

(To be executed on Non-Judicial stamp paper of ` 100/-)

Affidavit

I,(authorized signatory) do hereby solemnly affirm and declare that the information, figures and facts furnished by us for brand registration as per Excise Policy and supplying FMFL/IMFL/Beer/Wine/RTD products in Andaman & Nicobar Islands are correct.

That the information, figures and facts furnished by us meet all terms and conditions of the Excise policy of the A & N Administration.

That the terms & conditions of the Expression of Interest for brand registration and supply of FMFL/IMFL/Beer/RTD as per Excise policy of A&N Administration are accepted and information furnished by us are correct.

I, hereby declare that the above said information are correct to the best of my knowledge and belief.

Place:

Date:

Deponent
(Signature with office seal)
The designation of authorized
signatory be indicated

AGREEMENT

THIS AGREEMENT made the _____ day of _____, 2018 between Andaman and Nicobar Islands Integrated Development Corporation, Vikas Bhawan, Port Blair (hereinafter "the Corporation") of the one part and (hereinafter "the Supplier") of the other part: WHEREAS, the Supplier agreed to supply FMFL/IMFL/Beer/Wine/Ready to Drink Alcoholic Beverage as per their Expression of Interest submitted for brand registration and renewed as per Excise policy of A&N Administration.

NOW THIS AGREEMENT WITNESSTH AS FOLLOWS:

1. In this agreement words and expressions shall have the same meaning as in the Terms and Conditions in the above referred tender Document/Expression of Interest.
2. The following documents shall be deemed to form and be read and construed as part this Agreement, viz :
 - a. The offer and price submitted by the Supplier.
 - b. The tender notice & terms and conditions of the tender Document/Expression of Interest referred above.
 - c. The Corporation's Purchase Order as may be issued from time to time.
3. In consideration of the payments to be made by the Corporation to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to supply FMFL/IMFL/Beer/Wine/Ready to Drink Alcoholic Beverage in conformity in all respects with the provisions of the Corporation's Purchase Order and Tender Document/EOI.
4. The Corporation hereby covenants to pay the Supplier only in consideration of supply of FMFL/IMFL/Beer/Wine/Ready to Drink, either by the supplier or its tie-up unit, the contract Price or such other sum as may become payable under the provisions of the Purchase Order at the times and in the manner prescribed in the Purchase Order issued to supplier or its tie up unit and Tender Document/EOI.
5. The payment as per the approved prices on Landed cost at Chennai basis will be released to the suppliers after deducting value of shortages/damages and 2% cash discount.
6. The suppliers hereby indemnifies and agree to keep indemnified and harmless the corporation from any claims that may arise at a later stage on account of payment released in favour of the supplier for the supplies of their brands from their tie-up distillery.

7. The supplier agreed to raise the invoices /bills as per the prices on Landed cost at Chennai basis approved by the corporation.
8. The Supplier shall not supply any liquor not confirming to the specification prescribed by the Bureau of Indian Standards (BIS). The consignment of liquor shall be free from sedimentation or foreign particles. The supplier hereby indemnifies and agrees to keep harmless the corporation from any and all claims that may arise due to supply of any product/ liquor not confirming to the specifications prescribed by BIS.
9. The Corporation will not be liable to third party for dispute relating to brand ownership between supplier and their party. The supplier will at all times indemnify the Corporation (including its office bearers and employees) of and from any claims, actions, demand and liability arising from and relating to any act or omission of the supplier or its employees, contractors, agents in respect of rate contract whether arising from any deficiency in brand quality or otherwise.
10. The Corporation and the supplier shall make every effort to resolve amicably by direct informal negotiations, any disagreement or disputes, arising between them under or in connection with the Expression of Interest as per the Excise Policy of A & N Administration. In case of any difference or dispute between the parties arising out of this tender, it shall be referred to arbitration to sole Arbitrator to be nominated by the Managing Director of the Corporation.
11. Any dispute arising out of the Expression of Interest as per the Excise Policy of A & N Administration shall be subject to the jurisdiction of courts at Port Blair.

IN WITNESS whereof, the parties hereto have caused this agreement to be executed in accordance with their respective laws the day and year first above written.

Signed, Sealed and Delivered by the said Andaman and Nicobar Islands Integrated Development Corporation Ltd. in the presence of:

Witness:

For ANIIDCO Ltd.

1)

2)

Authorised Signatory
Name:
Designation:

Signed, Sealed and Delivered by the Supplier M/s.
.....in the presence of:

Witness:

For(Supplier)

1)

2)

Authorised Signatory
Name:
Designation:

(To be executed on Non-Judicial stamp paper of ` 100/-)

AGREEMENT

THIS AGREEMENT made the _____ day of _____, 2018 amongst Andaman and Nicobar Islands Integrated Development Corporation, Vikas Bhawan, Port Blair (hereinafter "the Corporation") of the one part, (hereinafter "the Supplier") of the second part and, the tie up distillery of the supplier (hereinafter referred to as "Tie-up unit) of the third part: WHEREAS, the Supplier agreed to supply FMFL/ IMFL/Beer/Wine/Ready to Drink Alcoholic Beverage as per their Expression of Interest submitted for brand registration and renewed as per Excise policy of A&N Administration.

NOW THIS AGREEMENT WITNESSTH AS FOLLOWS:

1. In this agreement words and expressions shall have the same meaning as in the Terms and Conditions in the above referred tender Document/ Expression of Interest.
2. The following documents shall be deemed to form and be read and construed as part this Agreement, viz :
 - a. The offer and price submitted by the Supplier.
 - b. The tender notice & terms and conditions of the tender Document/ Expression of Interest referred above.
 - c. The Corporation's Purchase Order as may be issued from time to time.
3. In consideration of the payments to be made by the Corporation to the Supplier as hereinafter mentioned, the Supplier or its tie-up unit hereby covenants with the Purchaser to supply FMFL/ IMFL/Beer/Wine/Ready to Drink Alcoholic Beverage in conformity in all respects with the provisions of the Corporation's Purchase Order and Tender Document/EOI.
4. The Corporation hereby covenants to pay the Supplier only in consideration of supply of FMFL/IMFL/Beer/Wine/Ready to Drink, either by the supplier or its tie-up unit, the contract Price or such other sum as may become payable under the provisions of the Purchase Order at the times and in the manner prescribed in the Purchase Order issued to supplier or its tie up unit and Tender Document/EOI.
5. The tie-up units agreed to supply and accept the purchase order on behalf of the supplier.
6. The tie-up unit shall not claim any payment against supply made by it/ him on behalf of the supplier, as the payment will be made directly to its supplier.

7. The payment as per the approved prices on Landed cost at Chennai basis will be released to the suppliers after deducting value of shortages/damages and 2% cash discount.
8. The supplier hereby indemnifies any claims that may arise at a later stage on account of payment released in their favour for the supplies of their brands from their own distillery or their tie up unit.
9. The tie up unit hereby indemnifies any claims that may arise at a later stage on account of payment released in favour of the suppliers for the supplies effected from the distillery of the tie up unit.
10. The supplier or tie up unit agreed to raise the invoices /bills as per the prices on Landed cost at Chennai basis approved by the corporation.
11. The Supplier shall not supply any liquor not confirming to the specification prescribed by the Bureau of Indian Standards (BIS). The consignment of liquor shall be free from sedimentation or foreign particles. The supplier hereby indemnifies and agrees to keep harmless the corporation from any and all claims that may arise due to supply of any product/ liquor not confirming to the specifications prescribed by BIS.
12. The Corporation will not be liable to third party for dispute relating to brand ownership between supplier and their party. The supplier will at all times indemnify the Corporation (including its office bearers and employees) of and from any claims, actions, demand and liability arising from and relating to any act or omission of the supplier or its employees, contractors, agents in respect of rate contract whether arising from any deficiency in brand quality or otherwise.
13. In case of any dispute arising between the supplier and their tie up unit, the Corporation will not be responsible for the same.
14. The Corporation and the supplier shall make every effort to resolve amicably by direct informal negotiations, any disagreement or disputes, arising between them under or in connection with the Expression of Interest as per the Excise Policy of A & N Administration. In case of any difference or dispute between the parties arising out of this tender, it shall be referred to arbitration to sole Arbitrator to be nominated by Managing Director of the Corporation.
15. Any dispute arising out of the Expression of Interest as per the Excise Policy of A & N Administration shall be subject to the jurisdiction of courts at Port Blair.

IN WITNESS whereof the parties hereto have caused this agreement to be executed in accordance with their respective laws the day and year first above written.

Signed, Sealed and Delivered by the said Andaman and Nicobar Islands Integrated Development Corporation Ltd. in the presence of:

Witness:

For ANIIDCO Ltd.

1)

2)

Authorised Signatory
Name:
Designation:

Signed, Sealed and Delivered by the Supplier M/s.
.....in the presence of:

Witness:

For(Supplier)

1)

2)

Authorised Signatory
Name:
Designation:

Signed, Sealed and Delivered by the tie-up unit M/s.
.....in the presence of:

Witness:

For.....(tie-up unit)

1)

2)

Authorised Signatory
Name:
Designation:

(To be executed on Non-Judicial stamp paper of ` 100/-)

ASSIGNMENT DEED

THIS ASSIGNMENT DEED made the _____ day of _____, 2016 between Andaman and Nicobar Islands Integrated Development Corporation Ltd. (ANIIDCO), a Government Company incorporated under the Companies Act, 1956 having registered office at Vikas Bhawan, Port Blair (hereinafter to be referred as "ANIIDCO/Assignee") of the one part and _____ , having office at _____ (hereinafter to be referred as "the Supplier/ Assignor") of the other part:

WHEREAS, the Supplier/Assignor agreed to supply Foreign Made Foreign Liquor (FMFL) in the Andaman and Nicobar Islands through ANIIDCO and also authorized ANIIDCO to apply and register their brand(s) on behalf of original brand owner/authorized distributor.

NOW THIS DEED WITNESSTH AS FOLLOWS:

1. The Supplier/Assignor agreed to sale following brands in Andaman and Nicobar Islands for the licensing year
 - (i)
 - (ii)

2. The Supplier/Assignor agreed to give following required documents for registration of their brand(s) as per Excise Policy of A&N Administration:
 - (ii) Documentary proof that they are Original Brand owners/importers of BIO brands in India.
 - (iii) Authorization letter from original brand owner in case of importer.
 - (iv) License from bonded warehouse.
 - (v) Authorization/distributorship letter to sell their products in A&N Islands through ANIIDCO.
 - (vi) Chemical analysis certification of country of origin.
 - (vii) Trademark registration certificate for the brand issued by Indian authority.
 - (viii) Price particulars certified as per Annexure-II.
 - (ix) GST/VAT registration, copy of PAN.
 - (x) Other documents if required.

3. The Assignor agreed to sale Foreign Made Foreign Liquor (FMFL) in the Andaman and Nicobar Islands through ANIIDCO and also authorized ANIIDCO to apply and register their brand(s) on behalf of Supplier/Assignor and payment shall be made to the Supplier/ Assignor" against delivery at Chennai/ document through Bank/ RTGS. Registration fee shall be borne by ANIIDCO.

4. In consideration of the payments to be made by ANIIDCO to the Supplier/Assignor, the Supplier/Assignor hereby covenants to supply Foreign Made Foreign Liquor (FMFL) in conformity in all respects with the provisions of ANIIDCO's Purchase Order and Permits issued in this regard.
5. ANIIDCO hereby covenants to pay the Supplier/Assignor only in consideration of supply of Foreign Made Foreign Liquor either by the Supplier/Assignor" or its tie-up unit, the contract Price or such other sum as may become payable under the provisions of the Purchase Order at the times and in the manner prescribed in the Purchase Order issued to Supplier/Assignor" or its tie up unit.
6. The payment as per the approved prices on Landed cost at Chennai basis will be released to the Supplier/Assignor" after deducting value of shortages/damages. The Supplier/Assignor shall be responsible for shortage/damage for delivery up to Transporter godown in Chennai.
7. The Supplier/Assignor hereby indemnifies and agreed to keep ANIIDCO indemnified and harmless from any claims that may arise at a later stage on account of payment released in favour of the Supplier/Assignor for the supplies of their brands.
8. The Supplier/Assignor agreed to raise the invoices /bills as per the prices on Landed cost at Chennai basis approved by ANIIDCO.
9. The Supplier/Assignor shall not supply any liquor not confirming to the specification prescribed in chemical certificate of the country of origin. The consignment of liquor shall be free from sedimentation or foreign particles. The supplier hereby indemnifies and agrees to keep harmless ANIIDCO from any and all claims that may arise due to supply/consumption of any of its product/ liquor.
10. ANIIDCO will not be liable to third party for dispute relating to brand ownership between Supplier/Assignor and their party. The Supplier/Assignor will at all times indemnify ANIIDCO (including its office bearers and employees) of and from any claims, actions, demand and liability arising from and relating to any act or omission of the Supplier/Assignor or its employees, contractors, agents in respect of rate contract whether arising from any deficiency in brand quality or otherwise.
11. ANIIDCO and the Supplier/Assignor shall make every effort to resolve amicably by direct informal negotiations, any disagreement or disputes, arising between them under this deed. In case of any difference or dispute between the parties arising out of this tender, it shall be referred to arbitration to sole Arbitrator to be nominated by the Managing Director of ANIIDCO.

12. Any dispute arising out of this Assignment Deed shall be subject to the jurisdiction of court at Port Blair.

IN WITNESS whereof, the parties hereto have caused this Assignment Deed to be executed in accordance with their respective laws the day and year first above written.

Signed, Sealed and Delivered by the said Andaman and Nicobar Islands Integrated Development Corporation Ltd., in the presence of:

Witness:

For ANIIDCO Ltd.

1)

2)

Authorised Signatory

Name:

Designation:

Signed, Sealed and Delivered by the Assignee/Supplier M/s.in the presence of:

Witness:

For(Assignee/Supplier)

1)

2)

Authorised Signatory

Name:

Designation:

अण्डमान तथा निकोबार प्रशासन
ANDAMAN & NICOBAR ADMINISTRATION
सचिवालय/SECRETARIAT

EXCISE POLICY

TERMS AND CONDITIONS FOR THE GRANT OF LICENCES IN FORM 'C', 'C1', AND 'B1', 'B2' 'B3' FOR THE WHOLESALE AND RETAIL SUPPLY RESPECTIVELY OF INDIAN MADE FOREIGN LIQUOR (IMFL)/ FOREIGN LIQUOR (FL) i.e. BOTTLED IN ORIGIN (BIO), BEER & RTD (READY TO DRINK) PRODUCTS IN THE UNION TERRITORY OF A&N ISLANDS.

Licenses in Form 'C' & 'C1' for the wholesale/Retail vend of Indian Made Foreign Liquor/ Foreign Liquor (FL) i.e. Bottled in Origin (BIO)/Beer and Form 'B1', 'B2' AND 'B3' to the Hotels/Motels/Resorts/stand alone Bars & Restaurants without rooms/conference facility/Unit Run Canteens shall be granted by the Deputy Commissioners in the Union Territory of A&N Islands in accordance with the Andaman Excise Rules- 1934 and Andaman Excise (Amendment) Rules- 1990, A&N Islands Regulation 1876 (Regulation III of 1876) and subsequent amendments to the said A&N Islands Regulation as per the terms and conditions described below: -

1. LICENCE FEE

1.1 Licence in Form 'C' will be issued to ANIIDCO for wholesale and retail vending of IMFL/FL, Beer for the sanctioned shops on payment of licence fee as under:

₹ 80/- per 1000 ml bottle	} For Indian Liquor & Foreign Liquor with purchase price below ₹ 1,200/- per case.
₹ 58/- per 750/700 ml bottle	
₹ 29/- per 375 ml bottle	
₹ 14/- per 180 ml bottle	
₹ 100/- per 1000 ml bottle	} For Indian Liquor, Foreign Liquor with purchase price above ₹ 1,200 per case.
₹ 72/- per 750/700 ml bottle	
₹ 36/- per 375 ml bottle	
₹ 17/- per 180 ml bottle	
₹ 17/- per bottle of 750ml/650ml	} For <u>Wine</u> , Beer and Ready to drink alcoholic beverages
₹ 12/- per 500ml in can/bottle	
₹ 8/- per 330ml or below in Can/bottle.	

❖ **Note:** Licence fee shall be collected on actual basis and will be deposited with the Administration on a monthly basis. The revised license fee as at clause 1.1 will be applicable on sale of fresh stock to be purchased w.e.f. 01.04.2013.

1.2 Licence in Form 'C1' will be issued on payment of annual license fee of `2,500/- to:

- (i) Canteen Store Department for wholesale/retail vending of IMFL/FL, Beer to Unit Run Canteens.
- (ii) Police wet Canteen for wholesale/retail vending of IMFL/FL, Beer to Police Personnel.

1.3 (i) Licence in Form 'B1' will be issued to Hotels/Motels/Resorts on payment of `50,000/- as licence fee, payable on annual basis.

(ii) Licence in Form 'B2' will be issued to stand alone bars and restaurants without rooms/conference facility on payment of `15,000/- as licence fee, payable on annual basis.

(iii) Licence in Form 'B3' will be issued to Unit Run Canteens on payment of `5,000/- as licence fee, payable on annual basis.

(iv) Separate temporary Licence in Form B will be required for the purpose of specific functions on payment of licence fee of ` 1,000/- per occasion per day basis issued by the Deputy Commissioners concerned.

1.4 Indian and Foreign liquor brands with MRP of above `120/- per 1000 ml bottle, `90/- per 750 ml bottle, ` 40/- per 375 ml bottle, `25/- per 180 ml bottle shall be allowed to be sold in A & N Islands.

2. LICENCING AUTHORITY

2.1 The licencing authority for grant of licence in Form 'A' for import of liquor shall be Deputy Commissioner, South Andaman for wholesale and retail and in case of Defense and Police Canteen it shall be concerned Deputy Commissioner.

2.2 The licencing authority for grant of licence/renewal in form Form "B1" for Hotels/Motels/Resorts, "B2" for Bars and Restaurant and "B3" for Unit Run Canteens (Defence) is the Deputy Commissioner concerned with the approval of the Commissioner-cum-Secretary (Excise)/Principal Secretary (Excise). The temporary license in form 'B' shall be issued by DC concerned.

2.3 The licencing authority for grant of licence in form 'C' i.e. Sanctioned shops of ANIIDCO shall be the Deputy Commissioner concerned subject to approval of the Administrator.

2.4 The licencing authority for grant of licence in form 'C1' to Canteen Store Department/Police Department for wholesale/retail vending of IMFL/FL & Beer shall be the Deputy Commissioner concerned subject to approval of the Administrator.

3. PROCEDURE TO APPLY

3.1 ANIIDCO/CSD (Defence)/Police Canteen shall apply for issue of licence in form 'A' for import of liquor as and when required.

- 3.2 ANIIDCO/CSD(Defence)/Police canteen shall apply for grant of licence in form 'C' & 'C1' to Deputy Commissioner concerned on annual basis. The application shall be signed by the General Manager/ authority concerned.
- 3.3 Information as required in the application form shall be furnished with complete details truly and faithfully, so as to enable the smooth processing of application.

4. GENERAL CONDITIONS OF LICENCE

- 4.1 Licence in Form 'C'/'C1' & 'B1'/'B2' shall be interalia subject to the general conditions as contained in Andaman Excise Rules 1934 and subsequent amendments made thereof. The licensee shall abide by the Andaman & Nicobar Regulations, 1876 (Regulation III of 1876) and subsequent amendments made thereof, the rules framed there under and notifications/orders/instructions issued there under from time to time and any law in force in the Union Territory of Andaman & Nicobar Islands relating to liquor trade.
- 4.2 (a) The price structure for IMFL/FL, Beer & RTD (Ready to Drink) products to be sold in the Union territory of Andaman & Nicobar Islands by the licensee in Form 'C'/'C1' for wholesale and retail vend of IMFL/FL, Beer & RTD (Ready to Drink) products will be fixed by the Andaman & Nicobar Administration.
- (b) The licensee in Form 'C'/'C1' shall keep three months stock in his warehouse of all the brands approved for sale in the Union Territory of A&N Islands so that uninterrupted supply to the retail vends/outlets can be maintained throughout the year. In case, the licensee fails to maintain the required stock, penal action will be initiated as deemed fit by the Commissioner-cum-Secretary (Excise)/ Principal Secretary (Excise), A&N Administration.
- (c) The licence holder of Form 'C' shall work out the retail selling prices as per the price structure approved by the Administration and get it approved by the Administrator as per Rule 7 A of Andaman Excise Rules, 1934.
- (d) All IMFL, FL, Beer brands of all sizes will be sold through retail outlets (Licence in form 'C') and Hotels/Motels/Resorts/Bars and Restaurant (Licence in form "B1"/"B2").
- (e) The licence holder of Form "C" & "C1" shall be at liberty to import any of the brands approved by the Administration.
- (f) The Licence holder of Form 'C'/'C1' & 'B1', 'B2', 'B3' will also be required to install requisite computer hardware and software at the warehouse and sales points as per configuration prescribed by the Excise Department, A&N Administration, from time to time.
- (g) The grant of licence in Form 'C'/'C1' & 'B1', 'B2' shall be subject to the acceptance of the terms and conditions as a whole.

4.3 (a) Other Conditions: - Licence Holder in Form 'C':

1. Licence fee collected on actual basis may be deposited with the Administration on a monthly basis. The total sale in terms of bottles will be calculated every month and the corresponding recoveries of licence fee as per the details at S.No. 1.1 will be deposited by 30th Day of the succeeding month.
2. The licensee shall fix at the entrance of each shop a sign board in English and in Hindi indicating the nature of licence and shall exhibit the rates of liquor to be sold as per annexure of the licence. Any violation of the price by overt or covert means would invite immediate fine, penalty/cancellation of licence without any notice.
3. The licensee shall also exhibit prominently a notice in English and in Hindi stating, "Consumption of Liquor is injurious to health".
4. The licensee shall not employ any women or minor in shop in any capacity.
5. The licensee shall keep the shop open from 9.00 AM to 12.00 Noon and from 3.00 PM to 8.00 PM on all days with one day as weekly off. The timings are subject to variation at the discretion of licencing authority.
6. The licensee shall not at a time sell more than 12 bottles of Beer (650ml) **(or)** 16 bottles/cans of Beer(500 ml) **(or)** 24 bottles/cans of Beer(330 ml) **(or)** 24 bottles/cans of RTD(275 ml) and more than 3 bottles of 1000 ml, 4 bottles of 750 ml, 8 bottles of 375 ml, 16 bottles of 180 ml of IMFL/FL to any person who does not possess a licence in Form 'B1', 'B2' and 'B3'.
7. The licensee shall observe the following days as "DRY DAYS" and shall keep the shops closed for business: -
 - a. The last working day of calendar month.
 - b. The 7th day of a Calendar month.
 - c. The day of poll and preceding two days in all General elections, Bye Elections to Lok Sabha, Municipal Board election and Panchayat Election and the counting days of the above elections.
 - d. The following special occasions.
 - (i) Martyr's Day
 - (ii) Gandhi Jayanthi
 - (iii) Independence Day
 - (iv) Republic Day
 - (v) Holi
 - (vi) Muharam
 - (vii) Dusshera
 - (viii) Good Friday
 - e. Any other day the Govt. may by notification declare to be a dry day. Any loss to the licensee due to this will not be compensated nor will the Govt. be liable to pay any compensation.
8. The licensee shall have to obtain licence in form "A" for import of beer, Wines, RTD and other foreign liquor including IMFL on payment of the prescribed fee. The licensee shall not bring any liquor into these Islands without obtaining an import

- permit and shall not sell any liquor in these Islands without getting its price fixed by the Administrator.
9. The licensee shall furnish to the Deputy Commissioner (South Andaman) the monthly statements of imports, sale and stock position by 30th day of succeeding Calendar month.
 10. The licensee shall at all time keep minimum stocks as determined by the licencing authority from time to time.
 11. The licensee shall be liable to pay such penalty as may be determined by the licencing authority for violation of any terms and conditions of the contract of sale.
 12. The licensee shall not allow any person to consume liquor in the premises of the shop.
 13. The licence shall be liable to be revoked by order of the Administrator, Andaman & Nicobar Islands in case of persistent or serious violation of the terms of the contract of sale or violation of law.
 14. The licensee will not sell or supply any liquor to or for use of:
 - i) Any minor.
 - ii) Any aboriginal Scheduled Tribes of Andaman and Nicobar Islands.
 15. The licensee shall sell or supply liquor only in sealed bottles and shall not make any sales on credit.
 16. The licensee shall direct his shops to get the stocks verified in every quarter by the authority deputed by the respective Deputy Commissioner.
 17. The licensee shall produce his licence and allow his shops to be inspected when required to do so by any Magistrate, Police Officer not below rank of Inspector or any other Government Official deputed by the licencing authority by an order to be issued by the Deputy Commissioner concerned.
 18. The licence will be subject to the provisions of Regulation III of 1876 and the Andaman Excise Rules, 1934.

(b) Other Conditions: Licence Holder in Form 'B1', 'B2':

1. Before granting any new Bar licence press release may be made in the matter of granting Bar licence to the said bar in "The Daily Telegrams", "Dweep Samachar", other private news papers, Administration's website ,etc. for inviting objections, if any, from general public giving 15 days time to file such objections with clear reasoning.
2. The objections so received may be heard in person to know their genuineness. Only those objections which attract provisions contained in Excise Regulation, Excise Policy and guidelines dated 18.11.2008 & 13.07.2010 may be examined.
3. Vague representations & those submitted by persons not residing in the area of proposed bar may be summarily rejected.

4. Bar licence may be granted to those applicants in whose case, no representation has been received or to them where representations made have been examined and were not found to make the applicant ineligible for grant of bar licence, provided the applications fulfill all other conditions provided in guidelining order dated 18.11.2008 as amended by order dated 13.07.2010 issued by the Administration.
5. The licence holders in Form "B1", "B2"& "B3" shall be responsible for disposal of empty bottles in a particular designated place and in the manner as prescribed by the Govt./PBMC.
6. That the licence shall be liable to cancellation at any time during the currency of period, in case Government Prohibition Policy is introduced and the licence shall not be entitled to any compensation for loss, if any incurred on that account.
7. Bars will open not earlier than 11 a.m. and close not later than 11 p.m. on Weekdays/ Sunday/Holidays except the following days which will be observed as dry days: -
 - (i) Republic Day
 - (ii) Independence Day
 - (iii) Gandhi Jayanti and
 - (iv) The days of poll and preceding two days in all General Elections, Bye-elections to Lok Sabha, Municipal Board Elections and Panchayat Elections and the counting days of the above elections.
 - (v) Any other day declared as dry day by the competent authority in public interest.

The timing shall be displayed prominently. On special occasions Bar may remain open for longer hours up to midnight subject to prior approval of the Deputy Commissioner concerned.

8. That the licensee shall procure its requirements of liquor from the local licensed liquor vendor i.e. M/s ANIIDCO Ltd.
9. That the new rate of licence fees as and when approved by the A&N Administration/Government of India will be made applicable.
10. The licensee shall submit the details with location plan of the premises where bar is to be opened and sale of liquor shall be restricted only in the approved premises. The Bar premises need to be beyond the reach of children and general public.
11. Liquor shall be served in pegs. Sale voucher giving the full particulars of the customers shall invariably be issued. Proper entry of liquor sold shall be made in the consumption- cum-stock Register at the close of the Bar.
12. Brand of liquor with rates fixed for the purpose shall be displayed prominently in the bar premises. The rates to be so fixed for service of liquor in the Bar room may be fixed and approval of the same sought from the Excise department.
13. Any transaction of the nature of a gift or loan between the licensee and an Excise officer is prohibited.

14. The licensed premises for the Bar should have adequate space for free movement and should maintain good ambience and decorum. No floor show or dances should take place in such premises. However live music/orchestra/Band is allowed.
15. The licensee shall submit returns of the stock to the licencing authority on monthly basis as per the sales by 10th day of succeeding month along with the purchase receipts from the licenced retailer (ANIIDCO Ltd.).
16. The licensee shall furnish proof of filing his Income Tax Returns for the respective assessment year.
17. The licence shall be liable for cancellation in case the licensee violates any of the licence conditions or conditions mentioned in the Order No.4192 dated 18th November 2008 issued by the Administration in terms of the direction issued by the Hon'ble High Court in WP No.180 of 2007 or violation of any of the provisions of the A & N Islands Regulation III of 1876 and the Andaman Excise Rules,1934.

- 4.4 I. Registers and Records to be maintained by Licence Holder in Form 'C' & 'C1' :-
- a) Import Permit Register
 - b) Consignment arrival Register
 - c) Payment of Licence Fee Register
 - d) Payment of Excise duty Register
 - e) Stock Register (Brand wise)
 - f) Purchase and Sale Register

- II. Registers and Records to be maintained by Licence Holder in Form 'B1', 'B2' & 'B3':-
- a) Purchase & Sales Register
 - b) Stock Register (Brand wise)

The licence Holder in Form 'C' & 'C1' shall submit the details of purchase and sale by 30th of the following month to the Dy. Commissioner (SA) regularly and licence Holder of Form 'B1', 'B2' & 'B3' shall submit the details to the respective licencing authority.

5. GRANT OF LICENCE

- 5.1 The applications for the grant of licence in Form 'C'/'C1' & 'B1', 'B2' & 'B3' shall be subject to the acceptance by the specified competent authority. The competent authority may reject the application after assigning reason thereof within a period of eight weeks. The licensing authority or the Government shall be under no obligation to grant any licence for which application has been made.
- 5.2 An applicant for licence under Form 'C' & 'C1' whose application is accepted, immediately on being informed, shall complete the following formalities: -

- (a) Furnish a security of a sum of `2,00,000/- (Rupees Two lakhs only), either in DD/RTGS/E-payment or in the form of FDR in the manner as may be prescribed by, and to the satisfaction of the licencing authority i.e. Administrator.

6. PREMISES OF RETAIL SHOPS AND BAR

- 6.1 The Retail shops and Bar shall be established at site/premises, which is commercial. The building shall be a pucca one and should have clearance from the Andaman Fire Service. The licenced premises shall be duly insured against fire and natural hazards. The licensee shall keep the premises clean and dry and shall comply with the orders issued by the respective licencing authority for removal of defects in the premises.
- 6.2 The number of Retail Shops and Bars will be allowed as per the Andaman Excise Rules, 1934.
- 6.3 The following information shall also be provided in regard to the licensed premises:
- (i) A plan of the premises, which the applicant proposes to use for the bar as well as of the entire building. The plan shall be submitted in duplicate showing the plan and elevation of the premises and the position of the various rooms, cupboards, racks and all important details connected with the premises. For Municipal area the building plan where the bar/restaurant is located should have been approved by the Municipal Council.
 - (ii) A "No Objection Certificate" from the landlord in regard to the use of the premises for the sale of Liquor/Beer/RTD if it is not owned by the applicant will be submitted to the licensing authority for seeking/renewal of Bar licence.
- 6.4 The applicant for Bar licence ('B1' & 'B2') should submit an affidavit as proof for the following, namely:

That he possesses or has an arrangement for taking on rent a suitable premises for the licence and the said premises is located more than 75 meters away from any Medical Institutions, Educational Institutions, Religious Institutions, Women's Hostel, Orphanages and Tribal Hostels.

(Explanation – I: Medical Institution would mean District Hospitals, CHCs, PHCs, UHCs, Sub-Centres, Dispensaries etc. under the Directorate of Health Services as well as private medical institutions registered by the Directorate of Health Services, A&N Administration).

(Explanation – II: Educational Institution would mean Primary, Middle, Secondary, Senior Secondary Schools, Colleges and other institutions of higher learning recognized by the A&N Administration or Government of India).

(Explanation – III: Religious Institution would mean a religious place having a pucca structure with a covered area of more than 400 sq. feet. The said structure should not be on encroached land).

(Explanation – IV: The measurement of distance shall be from the mid point of the nearest entrance/door of the premises proposed for licence to mid point of the

nearest entrance/entrance of the Medical Institution, Educational Institution, Religious Institutions, Women's Hospital, Orphanages and Tribal Hostels).

7. PAYMENTS

7.1 The licence holder in Form 'C' & 'C1' shall make all the payments to the Government in connection with the operation of his licence by bank draft/Bankers cheque drawn in the name of the Accounts Officer, Office of Deputy Commissioner (SA), Port Blair. Licence Holder in Form 'B1', 'B2' & 'B3' shall make payments to the Govt. in the name of the respective licencing authority.

7.2 The licensee shall pay interest @ 18 % p.a. from the date on which any payment due to the Government until the date such payment is actually made or such amount is actually recovered, whatsoever, may be the reason for the lapse of time before payment is made or recovery is effected.

7.3 The licensee shall not be entitled to any interest or any other relief or compensation on account of any delay in the payment of any amount to him by the Government.

8. PROHIBITION

8.1 In pursuance of the Directive Principles of the State Policy relating to prohibition, contained in Article 47 of the Constitution of India, the Administrator may issue orders and directions from time to time and such orders and directions shall be binding on the licensee and no compensation shall be payable on that account.

8.2 The licensee shall abide by the following prohibition measures namely:

- (1) The licensee shall not display any neon or glow signs in and around the licensed premises to attract the customers.
- (2) The licensee shall display a notice board prominently in front of the licensed premises declaring that "Drinking of Liquor is injurious to health".
- (3) All persons employed by the licensees holding form 'C' in the licensed premises shall be required to possess identity cards issued by the licensee and the employees shall be required to produce the identity cards on demand by the Excise Officer or any officer not below the rank of Inspector.
- (4) The licensee shall not keep nor distribute, sell or publish/have display any advertising material of its liquor products or products having similar nomenclature which are directly or indirectly likely or intended to promote the sale or consumption of liquor by way of advertising in newspapers, hoardings, banners etc. Eco-friendly carry bags with advertisements/messages can, however, be supplied to the patrons subject to such advertisement/messages not exhorting people to take to drinking.

- (5) No manufacturer or licensee shall advertise its liquor products or any product having similar nomenclature of liquor product unless such advertisement conforms to the program code and advertisement code as laid down in the Cable Television Network (Regulation) Act, 1995 and Cable Television Network Rules, 1994.

9. REGISTRATION OF BRANDS AND ELIGIBILITY OF BRANDS FOR SALE IN THE UNION TERRITORY OF A&N ISLANDS.

9.1 All the brands of IMFL/FL/Beer Products for sale in the Union Territory of A & N Islands shall be registered with the Excise Department of the Administration.

9.2 The registration of brands shall be open throughout the year on payment of the following fee, on an annual basis:

(a) `75,000/- (Rupees Seventy five thousand only) per brand of Whisky(Category I to IV).

(b) `50,000/- (Rupees Fifty thousand only) per brand of Beer.

(c) `10,000/- (Rupees Ten thousand only) per brand of Brandy/ Gin/ Vodka/ Wine/Rum/Tequila/Foreign Liquor (BIO), high end whisky (Category V) and other liquors.

(d) `10,000/- (Rupees Ten thousand only) per brand of Ready to Drink liquor like Breezer with low alcohol content.

In case of renewal of brand registration for a period of less than one year, proportionate monthly fee will be charged.

9.3 The registration and approval of the brands shall be subject to the brands fulfilling the following conditions besides all other conditions and the rules made thereunder: -

a) It shall be a product of the manufacturing unit (Including a bottling unit) duly licensed by the concerned Government.

b) It shall not be manufactured from rectified spirit or country liquor i.e. it shall be made from malt or extra neutral alcohol.

c) Manufacturer/Distillery/Brewery/Winery has to give a certificate from any Government authorized laboratory or other reputed private laboratory or manufacturer's own laboratory regarding quality of particular brand and that it fulfills the specifications laid down by the Bureau of Indian Standards in case of IMFL/Beer. In case of foreign liquor (BIO brands) chemical analysis certificate of the country of origin is to be produced.

d) The Whisky brands shall be divided into four categories so far as the eligibility for registering various brands is concerned. These categories are as follows:-

CATEGORY I

Brands with retail selling price of below `130/- in A&N Islands. These brands shall be allowed registration in A&N Islands only if the brands have sold a minimum of 50,000(Fifty Thousand) cases all over India, excluding the Union Territory of A&N Islands in any of the two preceding financial years.

CATEGORY II

Brands with retail selling price above `130/- to `200/- in A&N Islands. These brands shall be allowed registration in the Union Territory of A&N Islands only if the brands have sold a minimum of 75,000(Seventy Five Thousand) cases all over India, excluding the Union Territory of A&N Islands in any of the two preceding financial years.

CATEGORY III

Brands with retail selling price above `200/- to `450/-. These brands shall be allowed registration in the Union Territory of A&N Islands only if the brands have sold a minimum of 50,000 (Fifty Thousand) cases all over India, excluding the Union Territory of A&N Islands in any of the two preceding financial years.

CATEGORY IV

Brands with retail selling price between above `450/- to `1000/- These brands shall be allowed registration in the Union Territory of A&N Islands only if the brands have sold a minimum of 30,000 (Thirty Thousand) cases all over India, excluding the Union Territory of A&N Islands in any of the two preceding financial years.

CATEGORY V

High end brands with retail selling price above `1,000/- will have no minimum sales volume criteria.

e) Gin/Rum/Vodka/Brandy/Tequila and other liquor.

CATEGORY I

A brand with retail selling price below `130/- in A&N Islands shall be registered only if it has sold 30,000 (Thirty Thousand) cases all over India, excluding the Union Territory of A&N Islands in any of the two preceding financial years.

CATEGORY II

A brand with the retail selling price between above `130/- to `250/-. These brands shall be registered only if it has sold 40,000 (Forty thousand) cases all over India, excluding the Union Territory of A&N Islands in any of the two preceding financial years.

CATEGORY III

For brands with the retail selling price above `250/- to `450/-. These brands shall be registered only if it has sold 40,000 (Forty thousand) cases all over India, excluding the Union Territory of A&N Islands in any of the two preceding financial years.

CATEGORY IV

High end brands with retail selling price above `450/- will have no minimum sales

volume criteria.

(f) BEER BRANDS

CATEGORY I

A brand with above 5 per cent alcoholic strength shall be registered only if it has sold 2,50,000/- (Two lakh fifty thousand) cases all over India, excluding the Union Territory of A&N Islands in any of the two preceding financial years.

CATEGORY II

A brand with below 5 per cent alcoholic strength shall be registered only if it has sold 80,000 (Eighty thousand) cases all over India excluding A&N Islands, in any of the two preceding financial years.

(g) Wine

A brand shall be registered only if it has sold 2,000 (Two thousand) cases all over India excluding A&N Islands, in any of the two preceding financial years.

(h) Ready to Drink (RTD)

A brand shall be registered only if it has sold 25,000/- (Twenty five thousand) cases all over India excluding the Union Territory of A & N Islands in any of the two preceding financial years.

(i) Bottled in Origin (FL/Wine/Beer)

A brand shall be registered only if it has furnished an authorization letter in original from the original Brand owner and Licence for Bonded Warehouse from Custom Authority.

The above eligibility conditions will apply to brands for future registration w.e.f 01.04.2013.

9.4 The brands already registered in Andaman and Nicobar Islands as per Excise Policy shall be renewed annually against payment of registration fee as mentioned in clause 9.2 provided there is no increase in the prices offered for the brands. In case of increase in price of existing brands, fresh brand registration will have to be obtained as per Excise Policy

10. ELIGIBILITY FOR BRAND REGISTRATION

10.1 The applicant shall furnish an affidavit stating that the information furnished are correct and brand meets the terms and conditions of the Excise Policy.

10.2 Apart from the affidavits filled by an applicant for registration of label and brands, regarding sale figures, the applicant shall have to furnish along with the application a certificate from the excise authorities of the concerned State countersigned by an officer not below the rank of an Excise Officer as regards the sale figures and EDP. The manufacturing unit and attorney/authorized

signatory both will be responsible for providing any wrong information in this regard.

- 10.3 Manufacturer/Distillery/Brewery/Winery has to give a certificate from the Government authorized laboratory or other reputed private laboratory or manufacturer's own laboratory regarding quality of particular brand and that it fulfills the specifications laid down by the Bureau of Indian Standards in case of IMFL/Beer. In case of foreign liquor (BIO brands) chemical analysis certificate of the country of origin shall be produced.

- 10.4 (a) The manufacturer shall quote rate inclusive of all taxes, duties, levies, transportation, Insurance, packing etc. for delivery up to Chennai. The MRP shall be fixed based on the prices & shall be approved by the Administrator from time to time and the present approved price structure is enclosed as Annexure-I.

However, the licensing authority may allow one time downward revision of price during the licensing year. If as a result of downward revision, the brand moves to a category with higher sales criteria, the revision shall not be allowed unless, the brand satisfies the higher sales criteria so prescribed.

The existing brands once registered as per Excise Policy including the excise policy 2010-2013 can renew their brand registration on payment of brand registration fee irrespective of price increase or decrease in price without submission of entire document again.

- (b) The prices (FOB, Chennai) quoted should be rounded off to the nearest rupee.
- (c) It will be mandatory to mention Retail Price on all the bottles of all sizes of all brands of IMFL/FL/Beer being supplied in the Union Territory of A&N Islands.
- (d) The brand registration does not automatically guarantee any obligation on the part of the licensee in Form 'C' to place order in favour of Manufacturer/Distillery/Brewery/Winery.

- 10.5 The price structure determined for the year shall be reviewed/revised under the Andaman Excise Rules, 1934 as amended from time to time in case of change in the statutory levies by other States/Union territories from where liquor is imported. As such it would be mandatory for the manufacturer to intimate any such change to the Principal Secretary (Excise) at the earliest possible and in any case not later than seven days from the date of such change and failure to do so shall be deemed as breach of terms and conditions of the licence and also the differential amount due to any reduction in the duties levied, etc will be recovered from the date of such reduction in other states.

- 10.6 The manufacturer shall not sell any liquor not conforming to the specifications prescribed by the Deputy Commissioner or if he has not prescribed any specifications, as per specifications laid down by the Indian Standard Institute

now known as Bureau of Indian Standards. The consignment of liquor should be free from sedimentation or foreign particle.

10.7 (a) All the liquor bottles shall bear the barcodes.

(i) The bar-codes shall be merged in the artwork of the main labels on bottles, monocartons and mother cartons.

10.8 The Administration will have right to restrict number of brands enlisted/registered based on the eligibility criteria mentioned in the policy, popularity of brands, pricing on any other criteria as the Administration may deem fit.

11. EXECUTION OF BOND

11.1 The holder of licence in form 'C', 'C1', 'B1', 'B2' and 'B3' shall be bound to furnish any information in this connection truly and faithfully within a reasonable time as may be prescribed by the Deputy Commissioner or the Collector or the District Excise Officer or the Excise Officer. Refusal to furnish the information, furnishing of false information or non-compliance of the orders will be regarded as the breach of the terms and conditions of the licence. Breach of terms and conditions may also result in non-issue of import/transport permits and suspension/cancellation of licence. Non compliance of the above instructions may lead to forfeiture of security deposit or equivalent amount as the case may be, chargeable from the defaulter.

11.2 The Deputy Commissioner reserves the right to cancel any licence in Form 'C', 'C1', 'B1', 'B2' and 'B3' after assigning reasons thereof on violation of the provisions contained under Andaman & Nicobar Regulations-1876 (Regulation III of 1876) and subsequent amendments made thereof to the said regulations and Andaman Excise Rules-1934 and subsequent amendments/ guidelines made thereof to the said rules.

The licence holder in Form 'C', 'C1', 'B1', 'B2' and 'B3' shall maintain the records for proper accounting of sale of IMFL/FL/Beer Products.

12. The A & N Administration reserves the right to amend the Excise Policy at any time and the changes if any shall be binding on the licensee.

(Jalaj Shrivastava)
Principal Secretary (Excise)
(F.No:24-32/2012-2013/Excise)

Amendment/ Addendum in the Excise Policy of A & N Administration dt:27.12.2013.

Specific clause in the Excise Policy	Existing provision	Proposed amendment
1.3 (V)	New clause added	Licence in Form 'B4' will be issued to Tourist Boat /Cruise Vessel being run by a department of the Administration or a Corporation under the Administration on payment of ` 50,000 /- as licence fee, payable on annual basis subject to the condition that boat is registered under Isalnds Vessel or M.S Act.
4.3 (b)	<p>Bars will open not earlier than 11 a.m. and not later than 11 p.m. on weekdays /Sunday/ Holidays except the following days which will be observed as dry days:</p> <ul style="list-style-type: none"> i) Republic Day ii) Independence Day iii) Gandhi Jayanti and iv) The days of poll and preceding two days in all General Elections, Bye- elections Lok Sabha, Municipal Board Elections and Panchayat Elections and the counting days of the above elections. v) Any other day declared as dry day by the competent authority in public interest. <p>The timing shall be displayed prominently. On special occasions bar may remain open for longer hours up to midnight subject to prior approval of the Deputy Commissioner concerned.</p>	<p>The bars having 'B1' license will open not earlier than 11 a.m. and close not later than 11 a.m. on weekdays /Sundays/ Holidays except the following days which will be observed as dry days.</p> <ul style="list-style-type: none"> • Republic Day: • Independence Day: • Gandhi Jayanti: • The days of poll and preceding two days in all General Elections, Bye-elections to Lok Sabha, Municipal Board Elections Panchayat Elections and the counting days of the above elections. • Any other day declared as dry day by the competent authority in public interest. <p>The timing shall be displayed prominently.</p> <p>On special occasions bars may remain open for longer hours up to 1.00 am on the next day on payment of fee of ` 25,000/- subject to prior approval of the Deputy Commissioner concerned.</p>
9.3 (i)	Bottled in Origin (FL/Wine Beer)	Bottled in Origin (FL/Wine/Beer)

	<p>A brand shall be registered only if it has furnished an authorization letter in original from the original Brand owner and Licence for Bonded Warehouse from Custom Authority.</p> <p>The above eligibility condition will apply to brands for future registration w.e.f. 01.04.2013.</p>	<p>A brand shall be registered only if the applicant has furnished an authorization letter in original from the original brand owner /authorized distributor and Licence for Bonded Warehouse from Customs Authority.</p> <p>The original brand owner /authorized distributor can either get the brand registered directly or authorize ANIIDCO by way of an assignment deed to get the brand registered for sale in UT of A& N Islands.</p>
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No.24-32 /2012-2013/ Excise (PF-II)
अण्डमान तथा निकोबार प्रशासन
ANDAMAN & NICOBAR ADMINISTRATION
सचिवालय/SECRETARIAT
___000___

पोर्ट ब्लेयर, दिनांक

Port Blair dated the 16th February 2015

To

1. The Deputy Commissioner
South Andaman District
Port Blair.

2. The Deputy Commissioner
North & Middle Andaman District
Mayabunder.

3. The Deputy Commissioner
Nicobar District
Car Nicobar.

Sub: Amendments/addendum in the Excise policy - regarding,

Sir

I am directed to convey the approval of the Hon'ble L.G (Administrator) for deletion/ amendment in clause 9(3) (d), (e), (f), (g) and (h) of the Excise policy. The details are as under:-

Specific clause in the Excise Policy	Existing provision of excise Policy	Remarks/Proposed amendment
9 (3) (d)	d) The whisky brands shall be divided into four categories so far as the eligibility for registering various brands is concerned. These categories are as follows:- CATEGORY I Brands with retail selling price of below `130/- in A&N Islands. These brands shall be allowed registration in A&N islands only if the brands have sold a minimum of 50,000(Fifty Thousand) cases all over India, excluding the Union Territory of A&N islands in any of the two preceding	Deleted.

<p>9(3) (e)</p>	<p>financial years.</p> <p>CATEGORY II Brands with retail selling price above `130/- to `200/- in A&N Islands. These brands shall be allowed registration in the Union Territory of A&N Islands only if the brands have sold a minimum of 75,000(Seventy Five Thousand) cases all over India, excluding the Union Territory of A&N Islands in any of the two preceding financial years.</p> <p>CATEGORY III Brands with retail selling price above `200/- to `450/-. These brands shall be allowed registration in the Union Territory of A&N Islands only if the brands have sold a minimum of 50,000 (Fifty Thousand) cases all over India, excluding the Union Territory of A&N Islands in any of the two preceding financial years.</p> <p>CATEGORY IV Brands with retail selling price between above `450/- to `1000/- These brands shall be allowed registration in the Union Territory of A&N Islands only if the brands have sold a minimum of 30,000 (Thirty Thousand) cases all over India, excluding the Union Territory of A&N Islands in any of the two preceding financial years.</p> <p>CATEGORY V High end brands with retail selling price above `1,000/- will have no minimum sales volume criteria.</p> <p>e) Gin/ Rum / Vodka /Brandy Tequila and other liquor.</p> <p>CATEGORY I A brand with retail selling price below `130/- in A&N Islands shall be registered only if it has sold 30,000 (Thirty Thousand) cases all over India, excluding the Union</p>	<p>Deleted.</p>
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	<p>Territory of A&N Islands in any of the two preceding financial years.</p> <p>CATEGORY II A brand with the retail selling price between above `130/- to `250/-. These brands shall be registered only if it has sold 40,000 {Forty thousand) cases all over India, excluding the Union Territory of A&N Islands in any of the two preceding financial years.</p> <p>CATEGORY III For brands with the retail selling price above `250/- to `450/-. These brands shall be registered only if it has sold 40,000 (Forty thousand) cases all over India, excluding the Union Territory of A&N Islands in any of the two preceding financial years.</p> <p>CATEGORY IV High end brands with retail selling price above `450/-will have no minimum sales volume criteria.</p>	Deleted.
9(3) (f)	<p>(f) BEER BRANDS</p> <p>CATEGORY I A brand with above 5 per cent alcoholic strength shall be registered only if it has sold 2,50,000/- (Two lakh fifty thousand) cases all over India, excluding the Union Territory of A&N Islands in any of the two preceding financial years.</p>	Deleted.
9(3) (g)	<p>CATEGORY II A brand with below 5 per cent alcoholic strength shall be registered only if it has sold 80,000 (Eighty thousand) cases all over India excluding A&N Islands, in any of the two preceding financial years.</p> <p>(g) Wine A brand shall be registered only if it has</p>	Deleted

9 (3) (h)	sold 2,000 (Two thousand) cases all over India excluding A&N Islands, in any of the two preceding financial years. (h) Ready to Drink(RTD) A brand shall be registered only if it has sold 25,000/-(Twenty five thousand) cases all over India excluding the Union Territory of A & N Islands in any of the two preceding financial years.	Deleted
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This is for your kind information and strict compliance please.

Yours faithfully,

-Sd-

(Randhir B Chandran)

वरिष्ठ लेखा अधिकारी (वित्त-1)

Sr. Accounts Officer (Finance-I/Excise)

Copy to:

1. The General Manager, ANIIDCO for information and necessary action.

Sr. Accounts Officer (Finance-I/Excise)