

TERMS AND CONDITION WITH ANIIDCO

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 Made Foreign Liquor (FMFL), Indian Made Foreign Liquor (IMFL), Beer, Wine, Ready To Drink (RTD) alcoholic beverages for supply at competitive price in the Union Territory of A&N Islands. As per Excise policy dated 25.3.2013 and its amendment dated 27.12.2013, 13.02.2015, 30.12.2016 and 26.02.2026 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.).

2.0 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 Sri Vijaya Puram.
- 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 fulfilment of the eligibility criteria.
- iii. The prices quoted for delivery upto Chennai should be rounded off to the nearest rupee.
- iv. The Prices of the cases of the sizes 1000 ml, 750 ml, 700ml, 375 ml & 180 ml for IMFL/FMFL and Wine, 650 ml, 500 ml and 330 ml or below for Beer and 500 ml or below 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.

- v. 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 as amended & approved by the A&N Administration from time to time.
- vi. All the liquor bottles shall bear the barcodes. The bar-codes shall be merged in the artwork of the main labels on bottles, mono cartoons and mother cartoons.

2.1 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.

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 brands offered must be supplied in glass bottles or aluminium cans only. Supply of FMFL/IMFL/Wine/Beer/RTD packed in Plastic (PET) bottles will not be permitted.

The board box duly packed and to be marked for ANIIDCO, Sri Vijaya Puram as per the Import Permit.

The labelling of all bottles sold in Andaman & Nicobar Island should also be labelled as "For Sale in Andaman & Nicobar Island only".

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.

The brands offered must be supplied in glass bottles or aluminium cans only. Supply of FMFL/IMFL/Wine/Beer/RTD packed in Plastic (PET) bottles will not be permitted.

The supplier is required to maintain adequate stock and uninterrupted supply of all brands and pack sizes registered by them.

The board box duly packed and to be marked for ANIIDCO, Sri Vijaya Puram 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.

2.2 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/Wine cases meant for Port Blair and outstation shall have the marking in bold letters as "**Sri Vijaya Puram**" as the case may be for easy identification of Import permits.

2.3 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 supplier must ensure that the beer products supplied should have minimum 120 days shelf life for brands bottled in India and 240 days shelf life for Bottled in Origin (BIO) brands.**

TRANSHIPMENT OF CONSIGNMENT ENROUTE IS NOT PERMISSIBLE

2.4 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:

2.4.1 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.

2.4.2 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 along with 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 (/Import Permit) the Excise Duty will be recovered from the supplier's bills.

2.4.3 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. 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.

If the supplier is unable to dispatch the products within the validity period of the Import Permit, the supplier shall promptly surrender all original copies of the Import Permit to ANIIDCO for necessary adjustment of the prepaid payment made against the said permit and to be recovered from Excise Department, Andaman & Nicobar Islands as prepaid adjustments.

2.5 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.

2.6 RELEASE OF PURCHASE ORDERS:

2.6.1 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.

2.6.2 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 issue.

2.7 TERMS OF PAYMENT:

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

2.7.1 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..

2.7.2 The payment shall only be made in the name of registered supplier.

2.7.3 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. **(The supplier must ensure that its Excise Verification Certificate is duly authenticated by the competent Excise Authority of the concerned State. The original authenticated certificate shall thereafter be submitted**

to the Excise Department of the A&N Administration for verification and clearance of the stock before any supply is affected).

2.7.4 The supplier shall raise the Invoice strictly as per the description and the approved rate (Landed cost at Chennai) given in the Purchase Order. **(For supplies made against C-Forms, the supplier must ensure that the aggregate invoice amount, inclusive of all taxes, duties, Export Permit, and other charges, does not exceed the value specified in the Purchase Order).**

2.7.5 In case of new brands registered, **payment for first two executed purchase orders issued by ANIIDCO shall be made only after actual sale of the entire purchase order without deducting cash discount of 2%.**

2.7.6 The ANIIDCO will recover the cost of FMFL/ IMFL/Beer/RTD/Wine 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.

2.7.7 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.

1. Any short-fill detected in receipt of stock from the transporter shall be treated as a manufacturing defect, and the value of such shortages shall be recovered directly from the supplier's bills,

2. In case any stock consignment is received with an incorrect MRP/rate, the supplier shall undertake proper relabelling of the affected stock as per the approved Purchase Order rate. The entire relabelling work shall be carried out by the supplier at its own risk, cost, and labour, and the stock shall not be released for sale until the corrected labels are affixed.)

2.7.8 The payment shall only be made in the name of registered supplier.

2.7.9 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). **(The supplier must ensure that the Batch Number and Date of Manufacture of the supplied products are duly indicated in each invoice).**

2.7.10 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.

(The supplier shall ensure uninterrupted availability of all approved and fast-moving brands by maintaining adequate stock levels and timely supplies. Any shortage or delay in supply resulting in stock-outs shall be viewed seriously, as it may lead to revenue loss and inconvenience to consumers. The supplier shall be held accountable for maintaining a consistent supply chain, thereby contributing to improved operational efficiency, customer satisfaction, and overall market stability).

3.0 GENERAL PURCHASE CONDITIONS:

3.1 DEFINITIONS:

i) PURCHASER:

Purchaser' means M/s. ANIIDCO Ltd. herein after 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 offer or 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 Sri Vijaya Pura.

v) CASE:

'Case' means 9 bottles of 1000 ml; 12 bottles of 1000 ml for FMFL, 12 Numbers of 750 ml & 700 ml(BIO)/ **6 bottles of 750 ml & 700 ml**/ 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 registered supplier in A & N Islands 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 *Supplier* and tie-up distillery shall sign a tripartite agreement as per **Annexure VI (b)**.

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 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.

3.6 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.

3.7 JURISDICTION OF COURT & ARBITRATION:

- i. The Courts at *Sri Vijaya Puram* alone shall have jurisdiction in respect of any suit or other legal proceedings arising from or relating to the contract/ permit.
- 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 which shall be held at Port Blair. 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.

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

AGREEMENT

THIS AGREEMENT made the _____ day of _____, 2021 between Andaman and Nicobar Islands Integrated Development Corporation, Vikas Bhawan, **Sri Vijaya Puram** (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/EOL.
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/EOL.

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 **and 'C' form will be issued as per the said approved prices.**
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 Sri Vijaya Puram.

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 _____, 2021 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 **and "C" form will be issued as per the said approved prices.**
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: