

KARNATAKA STATE BEVERAGES CORPORATION LIMITED

Circular No.137

Date: 19.06.2007

Import policy for rectified spirit and denatured spirit

A detailed procedure for sourcing of rectified spirit and denatured spirit has been prescribed in various circulars issued by the Corporation from time to time. This circular supercedes all previous procedures, so far as it pertains to import of rectified spirit and denatured spirit. If any procedure is not explicitly mentioned herein, the procedure prescribed in the sourcing and sales policies for RS and DS would be followed. Suppliers and buyers are requested to take note of the procedure prescribed in this circular which would come into effect from 1.7.2007.

1. Buyers eligible to import

1.01 Only bulk buyers of RS/DS would be eligible to import RS/DS.

2. Request for import

2.01 A bulk buyer of RS/DS shall submit the following documents to the head office of the Corporation.

- (i) A No Objection Certificate and/or Import permit from the Excise Commissioner allowing import;
- (ii) The distillery from where the import is proposed along with a consent letter of the supplier and details of selling price in the format in Annexure I; The selling price shall be in Rupees, restricted to 2 decimals.
- (iii) A demand draft payable in Bangalore for the sale consideration including KSBCL margin or the confirmation portion of the prescribed challan for having remitted the amount.
- (iv) The request letter received from the supplier for escort, in form-VII of Sales Policy. This should be furnished at least 5 working days in advance

3. Issue of Order for Supplies

3.01 The Corporation would issue an Order for Supplies (OFS) to the supplier from whom the buyer wishes to import RS/DS. Details of the OFS issued shall be given to the buyer.

3.02 The validity of the OFS issued shall be in accordance with the import permit issued and the supplier shall deliver RS/DS within the validity period.

3.03 If the terms of payment so require, the Corporation would issue DD / at par cheque or pay by electronic transfer in favour of the supplier for the value of RS/DS proposed to be imported provided the receipt from the buyer has been accounted for in the books of accounts of the Corporation.

3.04 The supplier shall promptly fax and send by e-mail, within one hour of dispatch of goods, details in Annexure-II.

4. Delivery

4.01 The buyer shall take delivery of the consignment as an agent of the Corporation and transport the same. All transit risks shall be borne by the buyer. Upon the consignment reaching its destination, the Corporation would raise sales voucher on the buyer. The buyer shall promptly fax and e-mail, within one hour of receipt of goods, details in Annexure-III.

4.02 Buyers may note that the Corporation does not guarantee delivery, and the user shall bear all risks arising due to any delay/default in delivery by the supplier. No claim in this regard shall lie against the Corporation. Further, the user shall keep the Corporation indemnified at all times in this regard. A letter of indemnity in the form as per Annexure-IV shall be submitted.

4.03 The original documents as at Annexure - V shall be given by the buyer immediately on arrival of the consignment and handed over to security person deployed by the company. Such security person shall be deemed to have been relieved by the buyer only after such documents are handed over to him.

5. Sales Tax

5.01 In respect of import of spirit from outside the state, the same is governed by the sales tax laws of the state from which it is imported. The Corporation is a registered dealer under the CST Act, 1957 and is eligible to issue Form "C" in respect of spirit supplied to it. Accordingly, the sellers of spirit to the Corporation outside the state may charge sales tax at the rates applicable considering issuance of Form "C" by the Corporation.

6. Jurisdiction

6.01 All transactions of the Corporation with the manufacturer shall be subject to the exclusive jurisdiction of Bangalore.

7. Review of the policy

7.01 The above policy is subject to periodic review. If the circumstances so warrant, the Corporation may, at its sole discretion amend this policy and the same shall be binding on all buyers.


Managing Director

To

- i) All Primary & Composite Distilleries
- ii) All Manufacturers/Suppliers & Suppliers
- iii) OSDF/Executive Directors
- iv) GM(S)/CS
- v) DGM(O)/AGM(F)/AGM(O)/C(A)/AAO/Managers
- vi) All IML Depot Managers
- vii) All Spirit Depot Managers
- viii) Circular – Master File & Spare copies

Annexure I**Selling price of Spirit by the manufacturer/exporter on ex-distillery basis****(To be submitted on the letterhead of the manufacturer/exporter)****Type of Spirit :****Quantity of Spirit :**

Particulars	* Price in Rs. per litre
(i) Basic declared price of the manufacturer	
(ii) Duties and other taxes as applicable including CST	
(iii) Selling price to KSBCL [(i)+(ii)]	

Terms and Conditions: (Please specify)**Place:****Date:****Sd/-****Chief Executive/Managing Partner/Owner
(Name)*****Price shall be in Rupees, restricted to two decimals only.**

Annexure II**Confirmation of goods despatched**

(To be furnished in the letterhead of the manufacturer within ONE hour from the time of dispatch of the consignment by fax to KSBCL FAX No.080-2248 3645 and e-mail mngspirit@ksbcl.com / amescort@ksbcl.com)

Ref.No:

Date:

To
The General Manager
Karnataka State Beverages Corporation Limited
Seethalaxmi Tower
78, Mission Road
BANGALORE 560 027.

Dear Sir

Sub: Information regarding dispatch of export consignment

With reference to the above, we have dispatched the consignment as per the details furnished below:

Date & time of dispatch
Vehicle Registration number
KSBCL OFS No. & date _____, Qty _____ BLs, Amount Rs _____
Supplier Inv. No. & date _____, Qty _____ BLs. Amount Rs _____
Type of spirit
Total Quantity delivered _____ BLs.
Serial No. of the security seals in the vehicle
Temperature of the spirit delivered
Strength of spirit (in ° OP)
Specific gravity
Tare weight of the vehicle (in kgs)
Gross weight of the vehicle (in kgs)
Weight of the spirit delivered (in kgs)

We have handed over the samples along with **Annexure-X** of the Sourcing Policy of RS/DS in respect of above consignment to the security guard deployed by the KSBCL for supervising the transport of consignment.

Thanking you,

Yours faithfully

Authorised Signatory
(Name & address of the manufacturer)

Annexure III**Confirmation of receipt goods received**

(To be furnished in the letterhead of the buyer within ONE hour from the time of receipt of the import consignment by fax to KSBCL FAX No.080-2248 3645 and by e-mail : mngspirit@ksbcl.com / amescort@ksbcl.com)

Ref:No:

Date:

To
The General Manager
Karnataka State Beverages Corporation Limited
Seethalaxmi Tower
78, Mission Road
BANGALORE 560 027.

Dear Sir

Sub: Information regarding receipt of import consignment

With reference to the above, we are in receipt spirit from M/s_Karnataka State Beverages Corporation Ltd., who have imported it from M/s _____ as per the details furnished below:

Date & time of receipt

Vehicle number

KSBCL OFS No. & date _____,Qty _____BLs, Amount_____

Supplier Inv. No. & date _____,Qty _____BLs. Amount_____

Type of spirit

Quantity received_____BLs.

Serial No. of the security seals in the vehicle

Details of security seals tampered/missing, if any.

We shall forward all the documents along with EVC in respect of above consignment within_____.

Thanking you,

Yours faithfully

Authorised Signatory
(Name & address of the buyer)

Annexure IV

**Letter of indemnity
(To be given on the letterhead of the buyer)**

To:

The General Manager (Operations),
KSBCL,
Bangalore.

Dear Sir,

Sub: Letter of indemnity

Under NOC No. _____ dated _____ issued by the Excise Commissioner, Government of Karnataka, we request M/s_Karnataka State Beverages Corporation Ltd., to import bulk liters of _____ spirit from M/s. _____, for the use of M/s _____.

We have been appointed as agent for transporting the above consignment from M/s. _____ to _____. We shall make arrangements for transportation and insurance in respect of the above consignment at our cost and risk.

As per Clause No.4.02 of import policy, we hereby agree to indemnify and keep the Corporation indemnified from any and all claims that may arise in respect of importation of _____ spirit by us from the above party. We further undertake to pay all the losses, damages, costs, charges and expenses which the Corporation may suffer and keep the Corporation indemnified in all other respect on account thereof.

Thanking you,

Yours faithfully,
for (Name of the company)

Annexure – V

IMPORT BUYER TO SUBMIT IN THE LETTERHEAD		
PARTICULARS		
NAME OF THE SUPPLIER		
NAME OF THE BUYER		
PRODUCT	RS/NS	
QUANTITY		
VALUE	:	
	Documents to be furnished	
NOC ISSUED BY THE EXCISE COMMISSIONER, KARNATAKA		
AUTHORISATION TO IMPORT SPIRIT ISSUED BY KSBCL		
OFS		
IMPORT PERMIT (Issued by the Excise Department of Karnataka)		
SALES INVOICE OF THE EXPORTER/SUPPLIER		
ANNEXURE – IX (on letterhead of the supplier)		
EVC (issued by the authorized Excise Officer of Karnataka)		
ANNEXURE – V (issued by the Buyer)		
SIGNATURE OF THE BUYER		