

**TAMIL NADU STATE MARKETING CORPORATION LIMITED
C.M.D.A. TOWER-II, IV-FLOOR, GANDHI IRWIN BRIDGE ROAD,
EGMORE, CHENNAI - 8.**

PHONE: 044-28521298, 28524608, 28521970.

Fax No.:044-28524634

E-MAIL : md2tasmac@gmail.com

APPENDIX - I

**APPLICATION FORM FOR REGISTRATION OF
INDIAN MADE SCOTCH WHISKY, INDIAN MADE WHISKY AND
DOMESTIC WINE BRANDS WITH TASMAL.**

(Please read the terms and conditions before filling up this form)

1) Name of the applicant

(Manufacturer only)

Address:

.....

.....

PIN:

CIN No.

PAN No.

GSTIN

CST No.

Phone Nos.

Fax No.

E-Mail Address

2) Whether the Applicant is

- (i) Proprietor
- (ii) Partnership firm
- (iii) Public Limited Co.
- (iv) Private Limited Co.
- (v) Any others

3) Names & Addresses of Scotch Whisky / Indian Made Whisky / Wine
Manufacturing Unit(s) and licensed capacity owned by the Applicant
along with GSTIN

Signature:

Seal:

SI.No.	Address of the manufacturing Unit.	Winery/Distillery	License capacity (per month/per Annum (in cases))

(Attested copy of license (*) issued by the competent State Excise Authority for each unit should be enclosed)

- 4) a) Names of the Indian Made Scotch Whisky, Indian Made Whisky and Domestic Wine brands proposed to be registered and their **sale details**

Sales Volume and Manufacturer's Basic Price in other State and Union Territory:

SI. No.	Year	Name of the State / Union Territory	Name of the brand	Volume in cases	Pack Size	Basic price per case (Rs.)

(Year wise breakup should be given separately)

(Indicate the **sale volumes** separately for the **immediately preceding two financial years**, net manufacturers' price & terms and conditions of supply: pack wise and brand wise in each State)

(Proof of sale (*) obtained from the Excise Commissioner of the concerned State/Union Territory (or) the Managing Director of the Government Corporation dealing in liquor (or) any competent Authority of the concerned State (or) Union Territory (or) Excise Supervisory Officer of the Distillery/Winery unit should be enclosed.

- b) Supply to Canteen Stores Department.

Sales Volume:

SI. No.	Year	Name of the state / Union Territory	Name of Indian Made Scotch Whisky/ Indian Made Whisky/ Domestic Wine brands	Volume in cases	Pack Size	Basic price per case (Rs.)

(Year wise breakup should be given separately)

Signature:

Seal:

Details of supplies, if any, made to Canteen Stores Department, India / Armed Forces / Army Purchase Organization (Indicate the volume of sale separately for the **immediately preceding two financial years** - net manufacturers' price, terms and conditions of supply) (Proof **(*)** to be attached).

5) Payment of Security Deposit
(Rs.5,00,000) to TASMAC by way
of NEFT / RTGS

Amount transferred to TASMAC
Account : _____

Date of Transfer : _____

Bank : _____

UTR No.: _____

Payment of Processing Fees to
TASMAC by way of NEFT / RTGS

Amount transferred to TASMAC
Account : _____

Date of Transfer : _____

Bank : _____

UTR No.: _____

**(#) The bank account details of TASMAC for payment of Security
Deposit / Processing Fee is -**

Account Name	TASMAC Ltd.
Bank Account Number	406007824
Name of the Bank	Indian Bank
Branch	CMDA Branch
IFSC Code	IDIB000I010

**This offer is made subject to the terms and conditions of
Registration and Additional Terms and conditions which are signed by
the applicant in each page for having read and understood. The signed
documents including terms and condition are enclosed herewith.**

The particulars furnished above and in the enclosures are true to the
best of my knowledge and belief.

Signature:

Seal:

I/we shall enter into an agreement incorporating all the terms and conditions for registration of Indian Made Scotch Whisky, Indian Made Whisky and Domestic Wine Brands in the required proforma on a Non - Judicial stamp paper of requisite value, after the brands are registered.

Signature:

Name:

Designation:

(THE CHIEF EXECUTIVE OFFICER
OR THE AUTHORISED SIGNATORY
OF THE OFFEROR)
(with seal).

NOTE: Application form with incomplete/incorrect Details will be summarily rejected.

(* Application without these enclosures will be summarily rejected.

**TAMIL NADU STATE MARKETING CORPORATION LIMITED
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EGMORE, CHENNAI - 8.**

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APPENDIX - II

**APPLICATION FORM FOR REGISTRATION OF INDIAN MADE SCOTCH
WHISKY, INDIAN MADE WHISKY AND DOMESTIC WINE BRANDS WITH
TASMAC.**

1) Name of the applicant:

(Manufacturer only)

Address.....

.....

.....

PIN:.....

CIN No.

PAN No.

GSTIN

Phone Nos.

Fax No.

E-Mail Address

2) Price offered to TASMAC:

SI. No.	Brand Name	Pack size (750ml./ 375ml./ 180ml.) (any other sizes also)	Basic Price offered (including taxes and duties in the State of origin and transport, loading and unloading charges, insurance etc.) (Per case) (Break up to be furnished) Rs.	Net Manufacturers' price (i.e. excluding taxes and duties in the State of origin and transport, loading and unloading charges insurance charges) (Per case) Rs.	Net Manufacturers' price (i.e. excluding taxes and duties in the State of origin and transport, loading and unloading charges insurance charges) prevailing in other States (including Canteen Stores Department) (Per case) Rs.	Remarks
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Signature:

Seal:

This offer is made subject to the terms and conditions of Registration and Additional Terms and conditions which are signed by the applicant in each page for having read and understood and documents enclosed in this regard to Appendix - I.

The particulars furnished above and in the enclosures are true to the best of my knowledge and belief.

I/we shall enter into an agreement incorporating all the terms and conditions for registration of Indian Made Scotch Whisky, Indian Made Whisky and Domestic Wine Brands in the required proforma on a Non - Judicial stamp paper of requisite value, after the brands are registered.

Signature:

Name:

Designation:

(THE CHIEF EXECUTIVE OFFICER
OR THE AUTHORISED SIGNATORY
OF THE OFFEROR)
(with seal).

NOTE: Application form with incomplete/incorrect details will be summarily rejected.

**TAMIL NADU STATE MARKETING CORPORATION LIMITED
CMDA TOWER-II, IV FLOOR, GANDHI IRWIN BRIDGE ROAD, EGMORE,
CHENNAI – 600 008.**

**TERMS AND CONDITIONS RELATED TO REGISTRATION
OF INDIAN MADE SCOTCH WHISKY, INDIAN MADE WHISKY AND
DOMESTIC WINE BRANDS FOR SALE TO TASMAC**

1. APPLICATION:

Application for registration in the prescribed form will be received **only from reputed Manufacturers** of Indian Made Scotch Whisky, Indian Made Whisky and Domestic Wine brands, from any States/Union Territories in India licensed for the same by the competent authority of any State/Union Territory in India. The proof of license has to be submitted. The **Distributors** of Indian Made Scotch Whisky, Indian Made Whisky and Domestic Wine are **not eligible and hence not permitted** to submit the offers.

Registration of Indian Made Scotch Whisky, Indian Made Whisky and Domestic Wine brands is an ongoing process and can be done by the manufacturer from any State / Union Territory in India at any time during the financial year.

The offer documents can be downloaded from the TASMAC website i.e. <http://www.tasmac.co.in/>

2. PRODUCT NORMS:

- a) The product to be registered with TASMAC shall be product of Wine or Indian Made Scotch Whisky or Indian Made Whisky manufacturing units in India duly **licensed** by the competent authority of the concerned State / Union Territory in India.
- b) The Domestic Wine brands eligible for registration with TASMAC only if a minimum of **5000 cases** of that brand has been sold all over India excluding TamilNadu in the **immediately preceding two financial years** (total) and **the net basic price proposed to be offered to TASMAC would be Rs. 2500/- and above per case.**
- c) The Indian Made Scotch Whisky and Indian Made Whisky brands are eligible for registration with TASMAC only if a minimum of **5000 cases** of that brand has been sold all over India excluding TamilNadu in **the immediately preceding two financial years** (total) and **the net basic price proposed to be offered to TASMAC would be Rs. 5000/- and above per case.**

Signature:

Seal:

- d) The supplier shall enclose **certificate in original** issued by the Commissioner of Excise or the Managing Director of the Government Corporation dealing in liquor or any Competent authority of the State/Union Territory concerned (or) Excise Supervisory Officer of the unit indicating the **number of cases** of Indian Made Scotch Whisky, Indian Made Whisky and Domestic Wine brands **sold** during the immediately preceding two years. **If the offeror fails to enclose the certificate from the authority mentioned above, the offer will be rejected.**
- e) The quality of these brands should be as per the standards laid down in the Tamil Nadu Prohibition Act, 1937 and the rules made there under, as amended from time to time apart from having strict adherence to respective ISI/BIS (Bureau of Indian Standards)/FSSAI standards.

3. PRICE:

The manufacturer's price for the product should be less than (or) equal to the **lowest net price offered by the manufacturer** in other States/Union Territories or to the Canteen Stores Department, whichever is less. The invoice copy for sales made to Other States / proof for approval of basic price by the Excise Commissioner of the concerned State / Union Territory or the Managing Director of the Government Corporation dealing in liquor should be furnished for verification of lowest net price.

In the event of reduction in the supply price to the other State or Union Territory Corporations/Canteen Stores Department, the same benefit should be passed on to TASMACH also immediately, i.e. the basic price to TASMACH should continue to be the lowest.

The supplier should give undertaking in a stamp paper to the effect that the price offered to TASMACH is lowest in the country including canteen stores department.

4. PAYMENT TERMS:

The product shall be supplied on credit basis. **The payment shall be released only after sale of the products at Retail Shops of TASMACH / or at the depots to FL2, FL3 Licensees on monthly basis**, on getting the sale particulars from various District Manager Offices in respect of sale at Retail

Signature:

Seal:

Vending Shops /IMFS Depots of TASMAC in respect of sale to FL2/FL3 licensees.

5. SECURITY DEPOSIT:

The Supplier, whose offer for registration of brands is accepted, has to remit **Security Deposit of Rs. 5.00 lakhs** to TASMAC. The Security Deposit so accepted and remitted by the supplier shall not bear any interest.

6. REGISTRATION FEE, LABEL APPROVAL FEE & PROCESSING FEE:

The supplier whose offer for registration of brands is accepted, shall pay **Processing Fee of Rs. 2.00 lakhs per brand plus applicable GST thereon to TASMAC** at the time of processing of registration of brands.

Apart from Processing Fee payable to TASMAC, **brand Registration Fees of Rs. 2.00 lakhs per brand plus applicable GST thereon (under Reverse Charge)** or such other amount as fixed by the Government from time to time is payable by the supplier **to the Government of TamilNadu (the Commissioner of Prohibition and Excise)**.

After the brand is registered, the supplier has to pay **Rs. 5000 per pack per brand as label approval fees** to the Commissioner of Prohibition and Excise. The supplier has to adhere to the label specifications as mentioned in the TamilNadu IMFS (Supply by Wholesale) Rules, 1983 / The TamilNadu Wine (Manufacture) Rules, 2006.

The registration of brands are renewable for subsequent financial year (April to March) on application from the manufacturers well in advance before the end of 31st March of every financial year. The annual **“Brand renewal” fee of Rs. 2.00 lakhs per brand and annual label approval fee of Rs.5,000/- per pack size** for the Indian Made Scotch Whisky, Indian Made Whisky and Domestic Wine brands payable to the Government account.

7. REMITTANCE OF SPECIAL FEE:

The **suppliers have to pay the special fee to the Government** at applicable rate in respect of import from other States in India of Indian Made Scotch Whisky, Indian Made Whisky and Domestic Wine brands **at the time of submitting application of import permit** from the Commissioner of Prohibition and Excise Office.

Signature:

Seal:

In respect of **Domestic Wine brands**, the suppliers has to remit the special fee at the applicable rate at **proof strength of 28% irrespective of actual alcoholic strength of brands** for which they propose to register with TASMAC, as being followed for Imported Foreign Liquor brands.

8. RIGHT TO ALTER/ VARY OR CANCEL CONTRACT:

The TASMAC reserves the right to alter/vary/cancel the terms and conditions of registration at any time after issuing one month notice to the interested person under these terms and conditions.

9. SIGNATORY TO APPLICATION:

The offer for registration of brands shall be signed on each page by the person in whose name the license for the manufacturing unit has been issued or his authorized representative and shall bear the seal of the Winery/Distillery and sent to TASMAC.

10. REGISTRATION SUBJECT TO ACT, RULES AND POLICY:

The registration shall always be subject to the Act and Rules on Prohibition and Excise in the State of Tamil Nadu and also any change in the policy of the Government of Tamil Nadu.

11. CANCELLATION OF REGISTRATION:

The registration will be cancelled in the following cases, in addition to forfeiture of Security Deposit and other appropriate legal and other action.

- (i) If during the currency of contract, the supplier or any of his representatives, workers or agents are found indulging in any malpractice such as forgery, falsification or fabrication of any document, bills, vouchers, delivery chalans, etc., or introduction of any liability in connection with the supply of Indian Made Scotch Whisky, Indian Made Whisky and Domestic Wine brands which amounts to an offence punishable under Indian Penal Code or any other enactment.
- (ii) If the supplier violates any one of the provisions of the contract or any of the provisions of the Tamil Nadu Prohibition Act, 1937 (TN Act X of 37) or the rules made there under and also any one of the provisions of the relevant Acts/ Rules and regulations in force in the State.

Signature:

Seal:

(iii) If any of the particulars furnished either in the offer form or in the enclosure to the offer form is found to be false or incorrect.

12. REGISTRATION NOT TRANSFERABLE OR ASSIGNABLE:

Registration is not transferable and cannot be assigned in favour of any person.

13. ARBITRATION:

All disputes and claims that may arise between TASMACH and the offeror arising out of or in any way concerning any point, matter or clause of this offer for registration of brands or any other matter connected therewith shall be referred to Arbitration only and not to any Court of Law and the Arbitration for all purposes regarding this offer will be with a person nominated by the Government of Tamil Nadu and the Arbitration proceedings shall be only at the City of Chennai. No person other than a person nominated by the Government of Tamil Nadu shall act as an Arbitrator. The award of such Arbitrator shall be final and binding on the parties.

14. JURISDICTION OF COURTS:

The Courts of Chennai City alone will have exclusive jurisdiction relating to all disputes or follow up action arising out of or relating to the Arbitration proceedings.

CERTIFICATE

“I/We.....have gone through the terms and conditions and will abide by them as laid down above.”

Signature:

Name:

Designation:

Place:

Date:

(THE CHIEF EXECUTIVE OFFICER
OR THE AUTHORISED SIGNATORY
OF THE OFFEROR)
(with seal).

Additional Terms & Conditions

- 1) TASMAC will be under no obligation to purchase any specified minimum quantity of any brands of Indian Made Scotch Whisky, Indian Made Whisky and Domestic Wine brands during the period of currency of the contract. The quantity to be purchased shall be depending upon the demand for the product from the consumers and at the discretion of TASMAC.
- 2) The price payable for the Indian Made Scotch Whisky, Indian Made Whisky and Domestic Wine brands shall be as accepted by the Board of Tamil Nadu State Marketing Corporation Ltd. and the same is valid till the prices are revised which is approved by the Board of TASMAC for supply of products for any place within the State of Tamil Nadu.
- 3) The price offered (in the format enclosed) shall be inclusive of all taxes and duties payable in the State of origin and also includes freight charges, loading and unloading charges, but exclusive of other taxes and duties payable in the State of TamilNadu such as Special Fee, 2% CST on the selling price which includes Special Fee etc.
- 4) In the event of reduction in CST etc., the benefit should be immediately passed on by the supplier to TASMAC.
- 5) The brand labels should satisfy the conditions (Slogans, MRP etc.) laid down in the Tamil Nadu Prohibition Act,1937 and the Rules made there under.
- 6) If the supplier offers brands in collaboration with other company, they should submit the collaboration agreement and authorization letter from the brand owner for manufacture of the brands in their distillery and winery.
- 7) **Trade discount @ 1.10%** on invoice value (includes Basic Price, Special Fee and CST) and **Additional Trade Discount @ Rs.1.20** per case will be recovered from the supplier.
- 8) **Transit insurance shall not be the responsibility of the Corporation in respect of Indian Made Scotch Whisky, Indian Made Whisky and Domestic Wine brands.**

Signature:

Seal:

- 9) The stock in respect of order placed is to be **supplied within 15 days** from the date of placing order / issue of import permit.
- 10) The supplier should deliver the stocks during the working hours of the depots.
- 11) The supplier should deliver the entire stocks within the validity period of Import Permit issued by the Commissioner of Prohibition & Excise, Chennai. The consignment shall not be broken but in bulk while in transit and shall be imported in one lot and brought to the destination before the expiry of the period of validity of the Import Permit.
- 12) The consignment should be made available for verification at the border check post and the police station as specified in the Import Permit and get such verification recorded in the goods vehicle record and the import permit compulsorily.
- 13) The supplier should surrender the import permit to TASMAL, if it is not made use within the currency of the permit, for revalidation, along with the prescribed fee and subject to the relevant rules in force.
- 14) The supplier should send intimation to the Commissioner of Prohibition & Excise, Chennai, the ADGP (Enforcement), Chennai and the Managing Director, TASMAL Ltd. as soon as movement of the consignment is started from the manufacturing unit, giving details of Import Permit No. and date, lorry registration number, time of departure of lorry, destination, No. of cases and the name of the brands of Wine/Scotch Whisky.
- 15) In case the supplier **fails to supply** the indented stock to the Corporation, in accordance **with the delivery schedule** furnished by supplier, so as to complete the delivery within the time limit prescribed in the Import Permit, the Corporation shall be at liberty to proceed in accordance with the conditions incorporated in the order of supply.

Signature:

Seal:

- 16) In case the supplier **fails to supply** the indented stock **within the time limit prescribed in the Import Permit**, and if the Import Permit is cancelled by the Commissioner of Prohibition & Excise, Chennai, for reasons for delay in supply of stock, etc., the Corporation shall be at liberty, apart from proceeding in accordance with the other conditions incorporated in this order.
- 17) The entire stocks of Indian Made Scotch Whisky, Indian Made Whisky and Domestic Wine brands supplied by the supplier should get exhausted through sales to FL2 & FL3 licensees/transfer to TASMACHOP shops **within 90 days from the date of receipt of stocks by the depots.**
- 18) The stocks remaining **unsold after 90 days** at TASMACHOP depots, from the date of receipt of the stock at the depot, **demurrage charges of Rs.2/- per case plus applicable GST thereon** per day from 91st day till the disposal of the stock will be recovered from the supplier.
- 19) Stock received in good and perfect condition shall only be accepted and payment made. Stocks which are defective either in packing or in quality or in any other aspect during visual examination at the time of delivery shall be rejected straightaway and such stocks shall be disposed of as per rules in force.
- 20) The Corporation shall not receive stocks at the depots on holidays on those days Depots shall remain closed. In case, the trucks arrive with stocks on those days, they shall wait till the next working day for unloading. The responsibility for the stocks for safe custody till their acceptance at the depot shall be that of the suppliers.
- 21) The supplier should agree for the transfer of stocks from one depot to another within the State to enable quick disposal and to bear the cost of freight, insurance, loading and unloading and cost of missing bottles, if any, during such transfer.

Signature:

Seal:

22) The supplier should abide by the provision of the Tamil Nadu Prohibition Act, 1937 and rules made there under, with amendments thereto made by the Government from time to time.

CERTIFICATE

“I/We _____, have gone through the terms and conditions and will abide by them as laid down above.”

Signature:

Name:

Designation:

Place:

Date:

(THE CHIEF EXECUTIVE OFFICER
OR THE AUTHORISED SIGNATORY
OF THE OFFEROR)
(with seal).