

**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 : tasmac@md3.vsnl.net.in

APPENDIX - I

**OFFER FORM FOR REGISTRATION OF
IMPORTED FOREIGN LIQUOR (IFL) BRANDS WITH TASMAC.**

1) Name of the applicant,

Address,

Phone Nos.,

Fax No.

E-Mail Address

2) Whether the applicant is

(i) Proprietor

(ii) Partnership

(iii) Public Limited

(iv) Private Limited

(Certificate of incorporation & Memorandum & Articles of Association/Partnership deed and registration from the registrar of firms should be enclosed).

3) Whether the applicant is a

(i) brand owner

(ii) authorised distributor

(proof to be enclosed)

4) Names & Address of Bonded Warehouse of the applicant
(situated outside the State of Tamil Nadu)

(i) Full address

(ii) Phone No.

(iii) Fax No.

(iv) E-Mail address

(Attested copy of licence issued by the competent Authority for each warehouse should be enclosed).

5) Payment of Security Deposit to
TASMAC by way of NEFT / RTGS

Amount transferred to
TASMAC Account : _____
Date of Transfer : _____
Bank : _____
UTR No.: _____

Brand Registration Fee

Amount transferred to
TASMAC Account : _____
Date of Transfer : _____
Bank : _____
UTR No.: _____

(Letter to be enclosed)

(Details of Security Deposit, Brand Registration Fee and Label Approval Fee are given in Appendix - IV)

This offer is made subject to the terms and conditions of Registration which are signed by the applicant in each page for having read and understood and are enclosed herewith.

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 Import of Brands of Imported Foreign Liquor in the required proforma on a Non - Judicial stamp paper of requisite value, after the brands are registered.

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

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APPENDIX - II

**FURNISHING OF PRICE DETAILS OF
IMPORTED FOREIGN LIQUOR**

1) Name of the applicant :
Address, Phone Nos., Fax No.
and E.Mail Address

1) Price offered to TASMAC :

Sl. No	Brand Name	Pack size and No. of bottles in a case	Name of the origin	Basic Price offered to TASMAC incl. Freight, insurance etc. (Per bottle) Rs.	Customs Duty (Per bottle) Rs.	Total (per bottle) Rs.	CST (per bottle) Rs.	Total Invoice price to TASMAC (per bottle) Rs.	Total Invoice price (per case) Rs.
1)									
2)									
3)									

2) Price already offered (i) to FL-2 & FL-3 licensees in Tamil Nadu and (ii) to Other States.

Sl. No	Brand Name	Pack size and No. of bottles in a case	Name of the origin	(Invoice Price offered to TASMAC (Per case) Rs.	Invoice price to FL-2 & FL-3 Licensees in Tamil Nadu (Per case) Rs.	Other State Invoice Price (per case) Rs.	Name of the State
1)							
2)							
3)							

This offer is made subject to the terms and conditions of Registration and Terms and conditions of Import which are signed by the applicant in each page for having read and understood and are enclosed to the Profile.

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 Imported Foreign Liquor brands in the required proforma on a Non - Judicial stamp paper of requisite value, after the brands are registered.

SIGNATURE OF THE CHIEF EXECUTIVE
OR THE AUTHORISED SIGNATORY
OF THE APPLICANT
(with seal).

The following documents should be enclosed:

1. Supporting copy of invoices and Import Permits issued to FL-2 & FL-3 licensees in Tamil Nadu
2. Copy of invoices issued to other States for supply
3. Distributorship authorization letter of the brand owner – Brandwise
4. Copy of Customs Bonded Ware House (in other States) licence.
- 5. Undertaking to the effect that the basic price quoted is the lowest in the Country.**

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Terms and Conditions for Supply IFL Brands

TASMAC is procuring foreign liquor based on the terms and conditions **approved by the Board of TASMAC, vide Circular Resolution No.20/2008, dated 05.11.2008 and in its 151st meeting held on 06.11.2009, the details of which are given below. (Including the modifications made in the 168th Board meeting held on 27.12.2013).**

- 1) The supplier should have a licensed Customs bonded warehouse (or) he should have an arrangement with licensed customs bonded warehouse (proof to be enclosed).
- 2) The supplier should be the authorized distributor of the concerned IFL brand (or) he should be the manufacturer of the brand in a foreign country (proof to be produced).
- 3) The products **need not be one already supplied to FL-2 & FL-3 licensees** in Tamil Nadu/supplied in other States in India. However, they should produce a Certificate regarding **quality** issued by **Food Safety and Standards Authority of India**, Ministry of Health and Family Welfare, New Delhi at the time of supply of the consignment to TASMAC.
- 4) The **basic price** offered to TASMAC should be the lowest when compared to the rate at which these products are supplied by the supplier to the neighbouring State Corporations and other States (**i.e. lowest in the Country**) and FL2/FL3 licensees in Tamil Nadu, **if already supplied**. If the product is first time introduced through TASMAC and subsequently supplied to other States/FL2 & FL3 licensees in Tamil Nadu, then they should furnish the proof subsequently that their basic price to TASMAC is the lowest in the country.
- 5) The rates offered by the supplier are inclusive of Freight and Insurance i.e. **payment will be made only in respect of items received in good condition**.
- 6) **Payment** for the products viz. basic price, Special fee, Customs duty and CST will be made **after sale of stock** at retail point on fortnightly basis for **all the brands**.

- 7) The supplier has to remit the **Customs duty, Special fee and CST.**
- 8) The supplier has to produce the proof for payment of customs duty in respect of products supplied to TASMAL along with his invoice.
- 9) The order is to be supplied **within 15 days** from the date of placing order/issue of import permit.
- 10) There is no commitment on part of TASMAL to continue to purchase from the supplier in future.
- 11) The price offered by the supplier and indicated in the purchase order is inclusive of **Basic Price, Customs Duty, Special Fee and 2% CST** and also includes freight charges, insurance, loading and unloading charges, trade discount @ 1.1% on invoice value and Additional Trade Discount @ Rs.1.20 per case but exclusive of other taxes and duties payable in the State of Tamil Nadu.
- 12) The Interest at Bank Over Draft rate plus 1% is chargeable for **any amount paid by TASMAL** (at present 'Nil') on behalf of the suppliers from the date of remittance till the date of receipt of stock in the depot.
- 13) 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.

Additional Terms & Conditions

The Board of TASMAL vide Circular Resolution No.2/2012 dt. 18.01.2012 has approved the following **additional terms and conditions**(including the modifications made in the 168th Board meeting held on 27.12.2013 and **modifications made in 197th Board meeting held on 23.11.2020**).

- 1) **Security Deposit** of Rs.5.00 lakhs is to be collected from each supplier who is the authorised distributor of the concerned IFL brands or the manufacturer of the brand in a foreign country. The security deposit amount is Rs.5.00 lakhs per supplier irrespective of the number of brands he is registering with TASMAL. The amount remains the same even though the supplier is an authorised distributor for more than one foreign manufacturer. The amount of security deposit may be increased subsequently.
- 2) **Registration fee** of Rs.30,000/- per brand per annum of foreign spirits and Rs.15,000/ per brand of foreign beer/wine per annum is to be charged.
- 3) The brand registered with TASMAL are to be **renewed** every financial year by remitting the same amount paid for registration of the brand.
- 4) **Registration/renewal** of the brand is a **continuous process** and can be done by the suppliers at **any time** during the financial year.
- 5) In respect of IFL lying at TASMAL godowns for more than **180 days**, demurrage charges at the rate of Rs.2/- per case per day will be levied.
- 6) **Increase in the supply price** payable to the suppliers other than the increase in the duties and levies like Customs Duty, Special Fee, CST, etc., **is permissible** once in a **financial year**. The time gap between **two increases** of supply price should be **a minimum of 12 months**.
- 7) **Decrease in the supply price** due to various reasons is acceptable even during the course of the financial year (the issue price to the FL2 & FL3 licensees and MRP for the brand will remain the same throughout the financial year even if there is reduction in the price payable to the suppliers, to have uniform price).

- 8) In case of reduction in customs duty, CST, etc., the benefit should be immediately passed on by the supplier to TASMAC.
- 9) In the event of reduction in the supply price to the other State Corporations/suppliers, the same benefit should be passed on to TASMAC also immediately, i.e. the basic price to TASMAC should continue to be the lowest.
- 10) **Payment** will be made to the supplier, on fortnightly basis, in respect of IFL **sold at TASMAC retail shops** during that Fortnight.
