

RAJASTHAN STATE GANGANAGAR SUGAR MILLS LIMITED
(A Government of Rajasthan Undertaking)

Circular No.RSGSML/LSP/ 2019-20/

Dated :01 June, 2019

IMFL Sourcing Policy of RSGSML for 2019-20
(IMFL 25 UP)

Finance (Excise) Deptt.vide their letter dated 1.2.2019, declared excise policy for the year 2019-20. The clause no.4.9.5 facilitated arrangement of 25 UP IMFL, falling within first two slabs of revised excise duty i.e. ex-distillery price upto Rs.550/- and its exclusive sale to retail licencees of country liquor and composite shops. It is provided to sale such IMFL as mentioned in excise policy, from country liquor depots being operated by Rajasthan State Ganganagar Sugar Mills Limited (hereinafter mentioned as RSGSML).This Liquor Sourcing Policy relates to 25 UP IMFL having EDP upto Rs. 550/- only.

This circular pertains to sourcing of liquor. Manufacturers / Suppliers / Importers (henceforth called manufacturers) are requested to take note of the procedure prescribed in this circular which comes into effect immediately.

Submission of Initial Documents by Manufacturers who are interested to supply IMFL having EDP upto Rs.550/- will be submitted to Rajasthan State Beverages Corporation Limited, hereinafter mentioned as RSBCL. RSBCL will receive application along with documents as per clause no.1 &2 indicated below.The declaration of EDP for each applicant will be determined by RSBCL. Declaration of MRP will be carried out by RSGSML subsequent to declaration of EDP by RSBCL. Order for supplies (OFS), delivery, quality assurance, payments and all other related and relevant activities will be undertaken by RSGSML. The procedure &process will apply as determined by both the organisations.

Following activities will be undertaken by RSBCL, also mentioned as Corporation for and on behalf of RSGSML

1. Submission of Initial Documents

1.1 Manufacturers desirous of supplying liquor IMFL i.e. EDP uptoRs 550/- to the RSGSML for subsequent delivery to buyers shall submit the following documents, to RSBCL before their offer can be considered and action is initiated.

- (i) Noninterest bearing refundable Security Deposit of Rs. 5.00 lac for new Suppliers in the form of Demand Draft / online payment in favour of RSGSML, Jaipur
- (ii) Details of the organization of the manufacturer to be given in its letter head in the format in Annexure 1.
- (iii) A certified copy of the last valid license granted by the concerned Excise Commissioner / competent authority of the concerned State.
- (iv) Details of executives and / or representatives to be given in its letter head as per the format in Annexure 2 to deal with RSBCL & RSGSML.

- (v) An agreement as in the format in Annexure-3 duly executed by the authorized signatory of the manufacturer in a stamp paper of denomination of Rs.500/-.
- (vi) If the manufacturer is not the owner of the brands proposed to be supplied, then a copy of the agreement between the manufacturer and the owner of the brand.
- (vii) Certified copy of the latest audited accounts and annual report. If such accounts pertain to a period other than the recently concluded financial year, reasons for not submitting the certified accounts of such year may be explained and justified.
- (viii) An attested / notarized copy of the registered partnership deed / Memorandum and Article of Association (latest) of the manufacturer.
- (ix) In case IMFL is being supplied from the source outside the state of Rajasthan, Manufacture/Suppliers will be required to submit the documentary evidence regarding Export Fee charged by them in Cost Sheet.
- (x) Manufacture/ Suppliers shall have to submit copy of FSSAI certificate to the Corporation/RSGSML.

1.2 *Suppliers desirous of supplying liquor may inform names of states where they are supplying 25 UP IMFL, if any.*

1.3 Suppliers/manufacturers are required to submit following necessary annexures along with application and submit it to RSBCL:

- (i) Annexure-1 (ii) Annexure-2 (iii) Annexure-3
- (iv) Annexure-5 (v) Annexure-6 (vi) Annexure-7/8 (As the case may be)
- (vii) Approved labels along with competent sanction letter.

1.4 All initial documents shall be signed by the Managing Director or whole time Director or Chief Executive Officer or any other person duly authorized by the Board of Directors of the Company/ Secretary / any Partner /Proprietor, in case of a Company /Society/ Firm / Proprietary concern.

2. Registration of Labels

2.1 Labels of brands proposed to be supplied / marketed by a manufacturer located in or outside the state have to be approved by the Excise Commissioner, Rajasthan. Such approval shall be obtained by the manufacturer and submitted to the RSGSML, along with documents.

2.2 Manufacturers located outside the state shall submit a copy of the permission for the manufacture of the brands proposed to be supplied, approval for labels as granted by the competent excise authorities of that state and the authorization for exporting from that state to Rajasthan.

- 2.3 *Suppliers/Manufacturers may provide details of their other approved brands in the state of Rajasthan, if any.*
- 2.4 Where the change of brand name is apparently only a technical one and the basic brand name is same, then the manufacturers will, apart from offering the brand of choosing to this state, will also compulsorily offer similar cheapest brand being sold by him elsewhere.
3. Declaration of Prices and Landed Cost
 - 3.1 Manufacturers located within the State or outside are required to declare the price of liquor in prescribed proforma (Annexure - 5). Names of and supply details to all the states and Union Territories shall be included and a certificate to that effect appended. The manufacture shall also submit details in prescribed proformas for all such variants of brands having similar key word, whether registered in Rajasthan or not and sold anywhere within last two years. These details shall be made available at least one week prior to the date on which the manufacturer desires to have the first Order for Supplies (OFS) in respect of these brands.
 - 3.2 The manufacturer / supplier shall declare Ex-Distillery Price and will provide information relating to minimum EDP declared in all other states for the same brand and shall also provide the MRP / MSP of the same brands of other states, as applicable.

If the Ex-Distillery Price of the same brands are not approved in other states, Ex-Distillery Price and MRP / MSP of the similar brands approved in other states shall be provided by the suppliers; in case of non approval of same / similar brands in other states, the supplier shall submit a declaration for such equivalent level brands. Suppliers shall mention the names of such similar brands.
 - 3.3 A statement for each brand of IMFL indicating information for label registration of a brand of IMFL shall be submitted in the prescribed proforma (Annexure-6).
 - 3.4 While doing so, manufacturers may ensure that the description of the item in Annexure 5 and 6 is exactly the same as the label approval accorded by the Excise Commissioner. In case of any difference, the RSBCL/RSGSML would not act on the details submitted by the manufacturer.
 - 3.5 In respect of brands manufactured in Rajasthan or imported from outside the State, the RSGSML is required to declare the price for sale to retailer and the Maximum Retail Selling Price of such products. They shall submit a cost sheet, containing details of basic price and duties in the form as in Annexure 7 or 8.
 - 3.6 *Suppliers/Manufacturers may provide details of their other approved brands outside the State of Rajasthan, if any.*
 - 3.7 Suppliers may please note that they are required to work out the Landed cost, the sale price and the Maximum Retail Selling Price taking due note of the provisions of the different notifications with respect to duties / fees issued by Government of Rajasthan (Excise Department) / Excise Commissioner under Rajasthan Excise Act

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and rules framed there under. The RSGSML reserves the right to decide the extent of differential cost to be allowed to supplier's for Rajasthan.

- 3.8 The term Landed Cost to the RSGSML shall mean: EDP of the manufacturer + ED + Additional Excise Duty. The EDP of case box of Quart, Pint and Nip would be considered individually for determination of MRP. The selling price by RSGSML to the retail seller and maximum retail price will be as per Annexures 7 and 8.
- 3.9 **The RSGSML shall charge a margin of 2.00% on the Landed cost of IMFL. However, it will not be charged on RSGSML brands.**

The retailers are allowed a margin as below:

Margin on Items	Retailer Margin @
IMFL (in Nip size only)	22%
All other liquor / sizes	20%

Above to be incorporated in Annexure 7 and 8.

- 3.10 The MRP in all capacities of bottles will be rounded off as follows:
(a) Rounding Up of MRP in all capacities of bottles of IMFL will be done to the next Rs.1.
(b) Additional Margin due to rounding up the MRP will be retained by RSGSML as Additional RSGSML Margin.
- 3.11 The RSBCL would permit revision in EDP declared by the manufacturer with effect from Next day from the date of MRP approval. Manufacturers who want to revise their price shall submit revised declaration to the RSBCL at least 10 days prior to the day on which they desire the revision. The MRP of stock lying with RSGSML shall also be revised accordingly. The revision of MRP will be permissible only after submission of full justification along with documentary evidence i.e. production cost sheet etc.
- 3.12 In case of any change in the fee and duty structure, new prices shall become effective from the date of notification issued by the Government. The RSGSML would compute the new prices and make necessary changes in prices.
- 3.13 Manufacturers shall submit a revised Maximum Retail Selling Price in respect of their products, after justifying such MRP. Till such time they submit the revised MRP, no fresh OFS shall be issued.
- 3.14 In all such cases, if the rates at which the OFSs would be issued would be revised, all pending OFSs would be cancelled by the RSGSML and manufacturers shall surrender all outstanding OFSs and collect revised OFSs immediately.
- 3.15 Any price reduction on account of a revision due to a change in the Declared Price or due to a change in duties shall be borne by the manufacturer. The RSGSML would, in respect of the stocks held, debit their accounts with the difference on the day such revision comes into effect.

3.16 Manufacturers shall, before introducing any sales promotion or discount scheme communicate to the RSGSML, the details of such scheme and its impact on the maximum retail-selling price.

3.17 RSBCL/RSGSML may introduce any modern logistics management system. *Manufacturers will have to support / act as per logistic system to be implemented by RSGSML.* The procedure will be effective from the date of issuance of detailed circular / guidelines by RSBCL/RSGSML for the purpose.

At the time of deciding the price, RSBCL will consider the EDP and MRP / MSP of the same brand(s) or similar type of brand(s) approved in neighboring states or in other states. The impact on collection of Excise Duty would also be considered while deciding the price.

3.18 It shall be the responsibility of the supplier to deposit difference of Excise Duty / Additional Excise Duty on stock lying with RSBCL depots & in transit on the date of approval or revision in MRP. A copy of the challan of such deposited additional ED / AED is required to be submitted to RSBCL/RSGSML & Excise Department immediately after revision / approval of rates by RSBCL. This will also apply to IMFL stock if transferred from RSBCL depots to RSGSML depots.

3.19 After approval of new MRP for the year 2019-20, the supplier concerned has to affix revised MRP on existing stock lying in RSBCL depots / in transit. If any legal liability arises due to non compliance of the above, the supplier will be held responsible for that.

4. Orders for Supplies (OFS)

4.1 Supplies to the RSGSML shall be based on the OFS issued by it. The RSGSML shall issue OFS based on the stock requirement at depots after duly considering the quantity held, the sales trend and requests of the manufacturer, if any. To facilitate the process, the supplier may indicate the requirement of its brands and packs in various depots. However, the RSGSML reserves its right to decide the quantity for which OFS can be issued. Special requests or difficulties faced by manufacturers regarding issue of OFS may be addressed to the officer designated by RSGSML for this purpose.

4.2 *The system is being developed to issue online OFS to suppliers in place of old system wherein* two copies of the OFS are issued for the exact quantity that the supplier proposes to transport. It is, imperative that manufacturers must apply online / indicate their dispatch plan for issue of OFS. The OFS, if *hardcopy* shall be signed by either of the authorized signatories of the RSGSML to be designated for this purpose. (Annexure 9)

- 4.3 The OFS would indicate the validity date within which the manufacturer should complete the delivery. If a manufacturer does not honour the quantity indicated in the OFS within the validity period, then the order for the remaining quantity shall lapse automatically. The RSGSML may, at its discretion, extend the validity of the OFS and the manufacturer shall honour the OFS within the extended validity period without fail. However RSGSML shall charge a fee for extending validity of each OFS as under:

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|------|--|---|---------------------|
| (i) | For first 4 days or part thereof | - | Rs. 1,000/- per OFS |
| (ii) | For every next 4 days or part there of | - | Rs. 2,000/- per OFS |

However, these rates may be revised as and when required.

In exceptional circumstances, where the delay is on accounts of factors beyond the control of Manufacturer like natural calamity, accident of the vehicle carrying quantities under said OFS and contingencies alike, DIC, RSGSML may condone the extension charges. However, this will not apply to RSGSML own brands.

- 4.4 Repeated lapse of supplies against OFS without valid reasons may result in reduction of quantity sourced and may also attract other penalties that the RSGSML may specify from time to time.
- 4.5 In respect of supplies from within State / outside the State, the manufacturer or their authorized representatives shall, after the issue of OFS, deposit the Import Fee, Excise Duty and other applicable duties / fees for their respective brands with the Excise Department or through the RSGSML. Manufacturers may please take note that they are responsible for remitting / depositing the correct quantum of duties / fees and that they are liable for any short payment of duties (The RSGSML shall be entitled to recover any short payment of duty from them, if such instances occur).
- 4.6 In case the supplies are not affected against any OFS and the same is submitted to RSGSML for cancellation, the same shall be cancelled on payment of a fee of Rs.5,000/- per OFS. If the cancellation request is submitted after the validity date, the fee mentioned in clause 4.3 shall be charged from the supplier in addition to the cancellation charges. However, these rates may be revised by the DIC, RSGSML from time to time. However, this will not apply to RSGSML own brands.
- 4.7 If any supplier violates the provisions of LSP or Agreement made thereunder, the action may be initiated against such defaulter supplier as per the provisions of LSP / Agreement.
- 4.8 RSGSML may ask supplier to make OFS of a particular brand / brands. In case the supplier does not make OFS then penalty of Rs. 10,000/- per order shall be imposed on the supplier. In case of repetitive non- compliances, penalty may be imposed as per clause no. 14.1 of Annexure-3 & 13.1 of Annexure-4.
5. *Supplier may request for OFS after proper evaluation of expected sales at the respective depot.*

6. Delivery

- 6.1 As indicated above, manufacturers shall affect supplies within the time period mentioned in the OFS. The stocks shall be delivered at the concerned depot of the RSGSML at the cost and risk of the manufacturer and shall confirm to the brand, quantity and pack sizes as indicated in the OFS. **Any delivery of Stock that deviates from the OFS shall be sold out / drained out as per directions of Excise Department. The stock shall be drained out in the presence of Excise officials and Company representative after adopting following procedure:-**
1. Information is to be given to supplier and H.O.RSGSML immediately.
 2. Detailed report along with copy of panchnamabe sent to Head Office / DEO concerned.
 3. MIS be finalized by keeping such stock in 'Off Line Stock' category.
 4. After getting approval of Excise Department, this stock will be drained out as per procedure laid down in Excise department circular no. E.C. 107 dt. 01.05.2014 No refund of Excise Duty shall be made to suppliers for such drained out stocks.
- 6.2 An exclusive invoice shall be raised for every OFS issued. At the time of effecting delivery, the manufacturers shall invariably quote in their invoice the reference number and date of the OFS issued by the RSGSML and surrender the OFS in original to the receiving depot.
- 6.3 In cases of all supplies from manufacturers in the State and in respect of imported brands (from outside the state), the invoice rate shall be as indicated in the OFS.
- 6.4 The invoice of the Manufacturer / Supplier shall be accompanied by the following documents and shall be submitted to the receiving depot.
- (i) The original OFS issued by the RSGSML. If the supplies made are in pursuance of more than one order so issued, all such orders shall be attached;
 - (ii) Copy of the permits issued by the Excise Department;
 - (iii) Lorry Receipt;
 - (iv) Copy of the challans for having remitted / deposited duties and
 - (v) If applicable, a statement of the excise adhesive labels / holograms with details of unique identifying numbers (for each bottle) of the carton boxes delivered, segregated item wise in case of manufacturers in the state.
 - (vi) Batch wise details of quantity of dispatch conforming to FL-6.
 - (vii) Fit for human consumption certificate will be issued by Unit In-charge of Excise Department and Lab Chemist of distillery, concerned before issue of supply to RSGSML depots.
 - (viii) The supplier shall mention batch number and Manufacturing date / month in the invoice.
 - (ix) In case of any discrepancy between the data shown in software and documents physically received, the data in software will be got corrected after taking penalty of Rs. 1,000/- (Rupees one Thousands) per OFS / Invoice. The proposal of supplier for correction should be supported by competent approval / revised sanction of the Excise Department, if needed. **However, this will not apply to RSGSML own brands.**

- 6.5 If applicable, all manufacturers / importers are required to mention the excise adhesive label / holograms identifying numbers on all the liquor carton boxes supplied to the RSGSML as required by Excise Department from time to time. Such details may be furnished in each carton box as per the format given below, as a sticker / rubber stamp pasted / affixed on the box.

Supplies to the RSGSML	
Name and Address of the Distillery/Bottlers	

Excise adhesive / hologram numbers	
From	To

- 6.6 Manufacturers may please note that the consignment would not be unloaded in the receiving depot if the requirements indicated in paragraphs 6.4 and 6.5 above are not met.
- 6.7 Manufacturers shall ensure that the carton boxes used by them conform to the specifications of the Bureau of Indian Standards and that the boxes do not become a cause for excessive transit and / or depot damages. The RSGSML may, if it so warrants, issue necessary guidelines in case of manufacturers who do not use standard boxes, which shall be followed by them.
- 6.8 Manufacturers shall also ensure that they do not overload the lorries transporting their goods. Needless to mention, such overloading is a major cause of excessive transit and depot damages. Any instance of overloading noticed by the RSGSML may result in appropriate action as may be necessary.
7. Adherence to Quality
- 7.1 The manufacturer is expected to ensure that the items delivered to the RSGSML are fit for human consumption and adheres to the quality as stipulated by the relevant standards of the Bureau of Indian Standards and/or other standards as may be applicable or as desired by Government of Rajasthan. Government of Rajasthan has decided that IMFL, only with ENA as base raw material, would be allowed in Rajasthan.
- 7.2 The RSGSML may periodically test samples of such items as it may decide, to ensure that quality standards are adhered to. If an item does not adhere to the quality standards expected of it, sale in respect of that particular batch of the item (if in stock) would be suspended immediately. A communication would be sent to the manufacturer along with the results of tests carried out with a request to withdraw stocks of the particular batch from the depots at his cost. RSGSML may take appropriate actions for penalty and its disposal. The manufacturer would also be advised to improve the quality to conform to specifications.

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- 7.3 All other brands of such manufacturer will also be subjected to examination and the cost of testing these samples would be debited to the manufacturer. If any of these products does not conform to specifications, then such products (brands) would be black listed and the RSGSML would stop transacting in the same.

8. Transit Risk and Losses

- 8.1 In case of Labour contract by RSGSML, the stocks from the vehicles of manufactures /supplier shall be unloaded by the contract labour at RSGSML depots. This includes stacking of the liquor in the Depot. The labours will be provided by the labour contractors by RSGSML. The unloading charges shall be recovered from the weekly payments of the suppliers along with GST amount as per applicable rates. An appropriate invoice for the same shall be issued to such supplier for unloading charges. Any damages arising during handling of goods at this stage shall be their (Labour contractor) responsibility. Any risk during the transit of liquor from the premises of the supplier till the stocks are arrived at the depot shall be borne by the manufacturer, who may, if necessary, seek an insurance cover

Note:- Loading into inter-depot transfers desired by manufactures shall be done by contract labour as per approved rates.

- 8.1.1 In the absence of Labour contract, it shall be responsibility of the manufacturer / supplier to Loading / Unloading stocks at the depots of the RSGSML. This includes stacking of the liquor in the depot. Any risk during the transit of liquor from the premises of the supplier till the stocks are unloaded and stacked in the depot shall be borne by the manufacturer, who may, if necessary, seek an insurance cover.

- 8.2 Transit losses would fall in one of the categories described below. Such losses shall be to the account of the manufacturer.

Short Receipt – Receipt of lesser number of items than what is mentioned in the invoice of the manufacturer and/or mentioned in the transport permit would be categorized under this head. Such short receipt would generally be in the nature of missing bottles in carton boxes, though missing of whole carton boxes cannot be ruled out.

Broken Items – Items that are received in broken condition or detected during delivery by RSGSML for further sales or detected subsequently, would be categorized under this head.

- 8.3 If without having any specific reason, shortage in the stock is found during unloading at the Depot, an amount equivalent to the RSGSML Landed Cost of such shortage shall be deducted from the payment of the supplier. The supplier will also be responsible for any liability arising under Rajasthan Excise Act for such shortage.

9. Stocks held for sale

- 9.1 The RSGSML would take necessary care of the stored stock as is reasonably possible and expected of it.
- 9.2 Damage to stock held for sale as a result of any negligence of the manufacturer or the transporter, it would be to the account of the manufacturer. More particularly, instances of bottles having hairline cracks resulting in steady evaporation of the contents, quantity filled being less than the declared quantity damage due to weak carton boxes, etc., which are controllable by the manufacturer cannot be treated as storage losses attributable to the RSGSML. Such or other similar losses whenever detected shall be treated as transit losses and the concerned supplier debited accordingly. Any decision of the RSGSML as regards the nature and quantum of

such losses shall be final. Manufacturers may, if they so desire, depute their representatives to verify such bottles and satisfy themselves.

- 9.3 Manufacturers may appreciate that storage space as a resource has to be optimally utilized and slow moving / non-moving stocks of one manufacturer should not result in limiting market access of others. It is therefore necessary that stocks move regularly and non-moving stocks are weeded out. The stocks held by the RSGSML would therefore be categorized as under.

Active stocks – IMFL Stocks that are up to 120 days old would be treated as active stocks.

Inactive stock – Stocks that are more than 120 days old in case of IMFL would be treated as inactive or non-moving stocks.

- 9.4 Inactive stocks shall be charged a Inactive Stock Penalty of Rs.3/- per carton box per day. The Inactive Stock Penalty shall be computed on the basis of carton box days (i.e. one carton box of an inactive item stored for one day is termed as a carton box day and would attract a Inactive Stock Penalty charges of Rs.3/- and adjusted against the payments due to the manufacturer. Any tax / levy (e.g. Service Tax) chargeable on inactive stock penalty with surcharge thereon, if any, will also be recoverable from the manufacturer as per provision in this regard. This penalty will be charged proportionately in case of loose bottle also on the same pattern. However, this will not apply to RSGSML own brands.

- 9.5 In the beginning of the month, the RSGSML would display on its website details of inactive items as at the end of the previous month, with a request to liquidate them within thirty days. If the manufacturer does not take necessary action to liquidate such stocks within the period aforesaid, the RSGSML would dispose off the inactive stocks in any manner as may be appropriate and the difference between the price of delivery of liquor and the amount realized shall be borne by the manufacturer. The manufacturer shall not have any further claim against the RSGSML in respect of such stocks. In case of any failure of the manufacturer to deposit any RSGSML dues to be recovered from the manufacturer, the stock of manufacturer may also be disposed off in the same manner to recover the dues after giving notice of 15 days.

- 9.5.1 In case manufacturers / suppliers / distilleries make a written request to the RSGSML about their intention to withdraw stocks of IMFL from depots for re-processing in view of non-movement, deterioration in quality and packing etc., RSGSML will recommend to the Excise Commissioner to permit the distilleries to take back the stocks for re-processing in the manner to be prescribed by the Excise Department. RSGSML margin @ 2.00% plus Inactive Stock Penalty shall be recovered from the supplier in case stock is taken back for reprocessing, just like other stock.

- 9.5.2 Procedure regarding unapproved stock

- 9.5.2.1

Suppliers will be intimated up to 15th April every year regarding the closing stock of their various unapproved brands of IMFL lying at RSGSML Depots on 31st March. The suppliers will confirm the balance of the stock up to 30th April.

The closing stock of the unapproved brands will be deemed to be confirmed in case the required confirmation is not received from the suppliers within the specified time.

9.5.2.2

After receiving confirmation from the suppliers regarding position of the closing stock of their unapproved brands lying in RSGSML Depots on 31st March, the suppliers will be served with a registered notice up to 15th May every year regarding either to get the brands & labels of such stock approved or take permission for such unapproved stock back to distillery within specific period.

9.5.2.3

- (a) The suppliers will be required to get the brands and labels approved from Excise Department or obtaining permission from Excise Department for taking the unapproved stock back to the distillery within 3 months i.e. up to 30th June every year.
- (b) The onus of providing information to RSGSML in time regarding approval of brands & labels or permission of taking back of such stock to distillery would be solely upon the suppliers. The above information shall be provided to the RSGSML either by Registered post or through e-mail on the authorized e-mailID.

RSGSML will not be liable for any loss caused to the supplier due to non /inadequate communication from the supplier's side.

9.5.2.4

- (a) If neither the brands and labels are got approved nor permission for taking such stock back to distillery is taken from the Excise Department, procedure of destruction of such unapproved stock would be initiated by RSGSML just after expiry of the stipulated period of three months i.e. from 1st July every year. It will be deemed and considered that the supplier has given his consent to drain it out and for that no further communication in any manner will be required from the RSGSML.

- (b) The following actions for disposal of such IMFL stock will be taken:-

The RSGSML will drain out such stock in the presence of the representatives of Excise Department as per procedure laid down or allow the supplier to take back such stock provided competent approval is obtained for the same.

- (c) No refund of Excise Duty, Additional Excise Duty or any other Duties / Levies will be payable to suppliers against such drained out stock.

- (d) Any dues, pertaining to demurrage charges against unapproved stock or otherwise expenses incurred by the RSGSML in draining out such stock, will be recovered from the supplier. Such amount will be recovered from the amount payable to the supplier. Subsequently the balance amount, if any, will be recovered from the security deposit of the supplier.

(e) In case the supplier does not make payment of due amount to RSGSML, the action for the recovery of the amount will be initiated under prevailing Acts and Rules. The recoverable amount will include the due amount and interest @ 1.5% per month from the due month and part there off.

9.6 However, any stock of IMFL lying unsold & expired and declared unfit for human consumption at the depot shall be drained out by the RSGSML. Any expenditure incurred by the RSGSML towards this shall be recovered from the manufacturer. No compensation shall be payable in respect of such stock. RSGSML margin @ 2.00% plus Inactive Stock Penalty (subject to the maximum period of six months from the date / month of bottling in case of drain out) shall be recovered from the supplier in case of such stocks also, just like other stock.

10. Inter Depot Transfers

10.1 The RSGSML shall have the liberty to effect inter depot transfer of stocks for quick and easy disposal. Manufacturers may also request for such transfers, if in their opinion, such transfers would facilitate disposal of stocks. However, the decision of the RSGSML in this regard shall be final.

10.2 Manufacturers shall bear all expenses towards inter depot transfers. If for any reason, the RSGSML spends any amount towards the transfer, like permit fees, such amounts shall be immediately debited to the account of the manufacturer. Transit losses due to the transfer shall be borne by them.

10.3 Where any application is presented for issue of Inter Depot Transfer Order the supplier shall be required to deposit fee @ Rs. 3/- per CB subject to minimum of Rs. 200/- per T.O.O. or as decided by DIC, RSGSML from time to time. However as regards extension and cancellation of T.O.O., the fees prescribed for extension / cancellation of OFS, as mentioned in relevant clauses shall be applicable.

11. Payment for stocks sold

11.1 The RSGSML shall pay the manufacturer only for the stocks sold. Unsold stock shall not be eligible for any payment, except to the extent mentioned in clauses 12 and 13 below.

11.2 The amount payable to a manufacturer for the sales provisionally recorded within the week ending every Wednesday shall be computed and credited through RTGS on the following Monday. Any amounts to be recovered from the manufacturer due to Inactive Stock Penalty, interest, etc. shall be recovered out of the amounts payable. The RSGSML would provide a statement of provisional sales recorded to facilitate reconciliation. Any missing data due to delays / failures in electronic transfer of data shall be reckoned in the succeeding week and adjusted.

11.3 The RSGSML prefers to transfer the amounts due to the manufacturer directly to their bank account. To facilitate such transfer, manufacturers may open an account with any one of the bankers to the RSGSML.

11.4 The RSGSML would not be a party to any bill discounting arrangement that the manufacturer may enter into with his bank.

11.5 Once in three months, the RSGSML would verify unaudited sales data and rework the payment due to the manufacturer. Any adjustment necessary would be made after such verification.

11.6 The RSGSML would provide an extract of all transactions of manufacturer before the 10th of the succeeding month on the RSGSML site. Manufacturers may verify the statement and point out instances of differences, if any, within the next two months. The RSGSML would, after confirmation, initiate corrective action. However, the RSGSML shall entertain no such difference after two months of the close of the financial year.

11.7 Payment will be released in the manner prescribed below:

- (a) RSGSML will release payment preferably to the brand owner who has got the brand registered in its name by Excise Department and only he will issue sale / VAT invoice of the IMFL supplied to the RSGSML.
- (b) If, in certain exceptional cases where it is not feasible for him to issue sale / VAT invoice, he will have to produce a mutual agreement (as per Annexure- 11) with his supply source(s) specifically authorizing him to receive payment on behalf of his supply source(s) also.
- (c) Additional supply source(s) shall be added only after producing such mutual agreement as per Annexure - 11.

12. Advances towards Duties Paid for Stocks Delivered

- 12.1 The RSGSML may advance, as a facility and not as a right the Excise Duty and other fees / duties remitted by manufacturers in respect of stocks delivered. The scale of reimbursement would be as per the norms structure of such duties / fees payable to Government of Rajasthan (Excise Department) / the RSGSML.
- 12.2 Manufacturers shall specifically express their willingness ten days prior to the date from which they desire the advance and conclude an agreement as may be prescribed and required before the advance can be paid. Any manufacturer who has opted for obtaining the advance may opt out after giving ten days notice. In such a case, the outstanding advance would be recovered as may be decided by the RSGSML.
- 12.3 Stocks that have an inventory turnover ratio (the ratio computed as the total sales for the last three months divided by the average stock held during that period, called eligible stock) of 2.5 or above shall alone be eligible for the advance.
- 12.4 The RSGSML shall have the first charge on the eligible stocks for which an advance has been paid. The manufacturer shall be obliged to inform this position to the bank with which it has banking arrangements and inform the RSGSML accordingly.
- 12.5 Manufacturers may ensure that the value of eligible stocks held by the RSGSML is 1.75 times the advance outstanding against them. In the event the value of eligible stock falls below 1.75 times the advance outstanding, proportionate recovery would be made out of the amounts due to the manufacturer on the next payment day.
- 12.6 The advance shall be paid on every Saturday along with the payment for stocks disposed off by the RSGSML. The advance shall carry interest at 12 per cent per annum. The advance in respect of the stock sold and the interest payable on the amount outstanding shall be computed every week and adjusted against the payment to be received by the manufacturer.

13. Advance payment of duties for supply of stocks
 - 13.1 The RSGSML may advance, as a facility and not as a right to Manufacturers, who have adequate stocks and/or have sufficient raw material and work in progress and other facilities to supply stock against the OFS issued by the RSGSML within three days of drawing the advance, are eligible to avail an advance for payment of Excise duty and other fees / duties as payable to Government of Rajasthan (Excise Department).
 - 13.2 Only eligible stock (as defined in para 12.3) shall qualify for the advance. The quantum of advance shall not exceed 30 per cent of the purchase value of the monthly sale quantity of the eligible stock.
 - 13.3 Manufacturers intending to avail an advance as aforesaid shall make a written request to the RSGSML and conclude an agreement as prescribed by the RSGSML before the RSGSML considers their request. They shall indicate the amount of advance that they seek, giving details of the brands, sizes and quantities that they intend to supply against the advance requested.
 - 13.4 The RSGSML shall scrutinize such applications and may make inquiries and call for a confirmation from the Distillery Officer regarding availability of stocks for delivery and/or such other evidence as may be necessary to ascertain the stock position and the capability of the manufacturer to supply against OFS issued and arrive at the actual amount of advance required for payment of ED and other fees / duties applicable by the manufacturer.
 - 13.5 The RSGSML reserves the right to reject an application completely or partially and make such changes in quantities and brands as it deems fit. The RSGSML may, in order to safeguard its interest, attach such additional conditions as may be necessary.
 - 13.6 A deposit of 12% of the advance sought / sanctioned shall be retained by the RSGSML out of the amount payable before any disbursement of advance is made. Then the RSGSML shall provide a demand draft in favour of Excise Commissioner and the distillery officer of the concerned manufacturer shall acknowledge the DD.
 - 13.7 Manufacturers shall supply the ordered quantity, against which the advance has been availed as above, within three days from the date of payment of duty. The RSGSML may at its sole discretion, extend the time for supply of stock by the manufacturer, but in no case shall it extend beyond seven days from the date of payment of duty.
 - 13.8 Manufacturers shall ensure that the goods so delivered are liquidated within ten days from the date of delivery at the depots of the RSGSML.
14. Representatives of the Manufacturers
 - 14.1 The RSGSML would allow collection of OFS and other documents only by authorized representatives of manufacturers. Such representatives (not exceeding three) may be authorized as in the format in Annexure 10, a copy of which shall be delivered to the RSGSML for its record. Authorized representatives shall produce another copy before the OFS or documents are handed over.
15. Jurisdiction
 - 15.1 All transactions of the RSGSML with the Manufacturer shall be subject to the jurisdiction of Jaipur.

16. Liquor Sales Management Plan for IMFL 25 UP

(EXCISE DUTY First 2 SLABS i.e. EDP upto RS.550/-) is indicated below with reference to RSGSML IMFL sourcing policy as mentioned above in clause no. 1 to 15. The Sales management plan will follow the provisions of the sourcing policy and all its provisions will be inherent part of Sales Management Plan.

16.1 The Licencees / Retailers of country liquor and composite shops approved as licencees by the Excise Department will be entitled to buy stocks of IMFL 25 UP (Excise Duty First 2 Slabs) i.e. upto Rs.550/- from various depots of RSGSML as detailed at Annexure-4. The particulars and details submitted by such country liquor/composite shops retail licencees will be applicable for sale of IMFL 25 UP also.

16.2 Issue of Stocks

16.2.1 Business hours of the depot shall be normal office hours. Issue / receipt of stock before or after these hours shall be at the discretion of the Depot Manager and shall be exceptional. Depot can be opened on holidays with the prior approval of the Competent Authority.

16.2.2 Ownership of stocks sold to buyers shall pass on to them immediately after delivery at the depot. Buyers are therefore advised to verify the goods before accepting delivery. If the buyer so desires, Depot Managers shall allow prior inspection of Carton Boxes (CB) before delivery popularly called "Open Delivery", in order to avoid claims for shortages or breakages later.

16.2.3 In case of authorized Labour contract by RSGSML, Unstacking & Loading of purchased stock into Licensees vehicles will be carried out as per labour contract at RSGSML depots. The labours will be provided by the contractors authorized by RSGSML.

For this, the licensees shall be required to deposit an additional amount of loading charges per carton box plus GST amount at applicable rates along with the amount of the goods they desire to purchases. The amount will be deducted along with the cost of IMFL from the money so deposited by such licencees. The loading charges will be deducted at the rate of such charges decided by RSGSML per case. The loading charges so deducted will be shown in ITP (Invoice-cum-Transport Pass) and separate GST invoice will be generated.

Any damages arising during handling of goods at this stage shall be their (Labour contractor) responsibility.

16.2.3.1 In the absence of Labour contract Buyers shall be responsible for un stacking, loading the purchased goods into their vehicle and transport the same to their destination at their risk and cost. Any damages arising during handling of goods at this stage shall be their (licensees) responsibility. Under no circumstances, shall any claim for damages be entertained after handing over the goods and no depot shall accept return of goods after issue.

16.2.4 The RSGSML shall not sell loose bottles of IMFL brands.

16.2.5 RSGSML would endeavor to have adequate stocks to meet any demand from buyers. In the unlikely event of shortage of any particular item, the Depot Manager would distribute the available quantity equitably amongst demanding buyers.

16.3 Sale Price

- 16.3.1 The price to be charged for the stock issued shall be as fixed by the RSBCL/RSGSML periodically and reserves its right to revise the sale price and such revised prices shall be effective on such dates as may be specified.
- 16.3.2 The buyer may seek clarifications in the sales invoices within three weeks of the sale. Corrective action as may be necessary would be taken based on the buyer's representation. Generally, RSGSML would not entertain clarifications on the sales invoices raised after two months of the sale.
- 16.3.3 RSGSML is entitled to recover differences due to short billing, excess dispatches or any other reasons, immediately after such instances are noticed by it. Such amounts if not paid immediately upon demand shall carry an interest of 18% per annum. Further RSGSML is entitled to adjust such amounts out of any payment received or out of any other credit lying in favour of the buyer.

16.4 Payment for Stocks Purchased

- 16.4.1 Issue of stocks shall be against deposit through Internet Banking or direct credit in favour of RSGSML through challans / RTGS / NEFT into various bank branches authorized by RSGSML or against cheques drawn on other than authorized banks of RSGSML. Cash / Pay Order / Cheques Demand draft will not be accepted at the Depots. No credit sale is allowed.
- 16.4.2 Buyers who have an account with any branch of the designated banks may transfer the due amount in favour of RSGSML by way of deposits through Internet Banking or a challan prescribed by RSGSML. Bank branches and account number of RSGSML with these banks where such payment can be made would be separately notified.
- 16.4.3 Buyer shall produce 'e' challan (through internet banking) of deposit or a portion of the bank challan with the confirmation of the bank to the depot concerned based on which goods would be issued.

In case of deposition of amount through cheques drawn on banks other than the authorized banks of RSGSML, the goods shall be issued only after the amount of such cheques is actually credited into the bank account of RSGSML.

- 16.4.4 Licensee is liable to pay 18% interest + minimum penalty of Rs.1,000/-per instance or maximum 10% of deposit whichever is higher for debit balance / credit sale due to any reasons for which licensee is responsible apart from other legal liabilities and remedies that the RSGSML may resort to.
- 16.4.5 Licensees may deposit a fixed amount and lift stocks against such deposit. RSGSML would not pay any interest for the deposit. They may replenish the deposit periodically.

16.5 Tax Collection at Source

16.5.1 The Income Tax Act 1961, under section 206C provides for tax collection at source. Collection of tax is based on the price of the specified commodity. Alcoholic liquors for human consumption are a specific commodity and therefore collection of tax with effect from 1.11.2003 is mandatory.

16.5.2 Tax has to be collected at the time of receipt of amount for sale of goods, @ 1% of the sale price (inclusive of excise duty and other applicable taxes) to which surcharge and other notified levies viz cess etc. may be added as specified.


16.5.3 Therefore a part of the remittance made by the buyer shall be first appropriated towards tax to be collected. The tax so collected would be remitted by the Head Office and necessary certificates forwarded to concerned depots for onward transmission to buyers. Certificates shall be issued quarterly in the relevant financial year.

16.5.4 The buyer is entitled to approach the Assessing Officer for issue of a certificate for tax collection at a rate lower than the one prescribed. If the certificate is received directly from the Assessing Officer, tax collection would be effected at the rate specified in the certificate.

16.5.5 RSGSML shall not refund excess tax collected (due to late submission of Form 27G or any other reason) and buyers are advised to seek refund from income tax authorities.

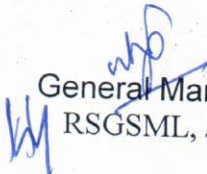
17 Review of the Policy

17.1 The above policy is subject to periodic review. The RSGSML is at liberty to amend it, if the circumstances so warrant.


General Manager
RSGSML, Jaipur

Copy for information / necessary action:

- (i) PS of Additional Chief Secretary, Finance, Govt. of Rajasthan, Jaipur.
- (ii) PS of Finance Secretary (R), Govt. of Rajasthan, Jaipur.
- (ii) Excise Commissioner, Rajasthan, Udaipur.
- (iii) Executive Director, RSBCL, Jaipur
- (iv) Financial Adviser / All DGMs, RSGSML
- (v) All Additional Commissioners, Excise / DEOs
- (vi) All Depot Managers, RSGSML.
- (vii) All Manufactures / Suppliers.
- (viii) Circular - Master File


General Manager
RSGSML, Jaipur

Details of the Organisation of the Manufacturer / Supplier

(To be given on the letterhead of the Organisation)

Name of the organisation:				
Type of the organisation:	Company / Partnership / Sole Proprietorship			
Particulars of the Chief Executive/Managing Partner/Owner	Name	Address	Telephone number	Fax number
Particulars of the other Directors / Partners	Name (1) (2) (3) (4)	Address	Telephone number	Fax number
Address for correspondence				
E-mail id				
Bank particulars				
a) Name of the bank b) Branch c) Account number				
TIN No.				
CST No.				
PAN No.				

Place:

Date:

Sd/-

Chief Executive / Managing Partner /Owner
(Name)

Annexure 2

**Details of Executives Authorized to deal with the RSBCL/RSGSML on behalf of the
Manufacturer / Supplier**

(To be given on the letterhead of the Organisation)

Name of the executive		
Designation		
Postal address		
Telephone number		
Mobile number		
E mail id		
Specimen signature	(1)	(1)
	(2)	(2)

Place:

Sd/-

Date:

Chief Executive / Managing Partner / Owner
(Name)

Agreement to be executed by Manufacturers / Suppliers of Liquor
from within the Country

(To be executed on stamp paper of denomination of Rs. 500/-)

AGREEMENT

This Agreement made at Jaipur on.....day of..... Two Thousand Nineteen – Twenty between the Rajasthan State Ganganagar Sugar Mills Limited (RSGSML) having its Head office at "IVth Floor, Nehru Sahkar Bhawan, Bhawani Singh Road, JAIPUR – 302005 (Rajasthan) represented by its General Manager (RSGSML) Shri....., (hereinafter called the 'RSGSML') which term, unless, repugnant to the context, shall mean and include its executors, administrators, successors-in-interest, assigns, etc., of the ONE PART

AND

M/s.....
represented by Shri..... (Hereinafter called the 'Manufacturer', the term includes the Supplier) which term, unless, repugnant to the context, shall mean and include its executors, administrators, successors-in-interest, assigns, etc., of the OTHER PART. That Shri..... has been authorized to represent the Company / Firm / Society in all matters connected with and in relation to the liquor supplies to the RSGSML for the year 2019-20 in the Territory of State of Rajasthan. (Power of attorney attached).

WHEREAS the RSGSML registered under the Companies Act, 1956 (now Companies Act, 2013), is a Government Company within the meaning at relevant Section of the said Act.

WHEREAS the RSGSML is authorized by the Government of Rajasthan (Excise Department) to exclusively deal with Country Liquor and 25 UPIMFL i.e. EDP upto Rs. 550,

WHEREAS the Manufacturer is a licensee under Rule of the Rules. (Mention the details of the concerned State Act / Rules). That the said M/s..... (Distillery / brewery / winery / bottling plant) is an individual / a partnership firm / a public limited company / a private limited company / a co-operative society registered under the Companies Act, 1956/2013 / Partnership Act, 1932 / relevant co-operative societies Act. (Mention the relevant Act / Rules) And the said M/s..... is not ineligible under Rajasthan Excise Act and relevant Rules framed thereunder.

WHEREAS under the authority vested by the Excise Department, Government of Rajasthan, the Manufacturer as a licensee under the relevant rules shall sell 25 UP IMFL (severally referred to as 'Liquor') only to the RSGSML.

WHEREAS the parties herein have entered into this Agreement for the distribution of Liquor on the following terms and conditions.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. QUANTITY FOR DISTRIBUTION

- 1.1 The quantity of Liquor to be procured and distributed shall be determined by the RSGSML from time to time, keeping in view the demand for Liquor manufactured / supplied by the Manufacturer.
- 1.2 The Manufacturer shall not claim the right for distribution of Liquor through the RSGSML.

2. DELIVERY

- 2.1 The Manufacturer shall bottle, seal, pack, load, transport, unload and stack the Liquor at the depots of the RSGSML at its cost and risk. The RSGSML is not liable for any transit risk and other perils. In its own interest, the Manufacturer may arrange for an insurance coverage for all the risks including transit risk.
- 2.2 The Manufacturer shall ensure that the Liquor is transported in an exclusive vehicle and that other goods are not transported in it.
- 2.3 The Manufacturer shall deliver the Liquor in good condition within such time and at such depots as specified by the RSGSML.
- 2.4 The Manufacturer shall bear transit losses and damages as defined in clause 8.2 and 9.2 of LSP 2019-20. The Manufacturers shall not claim for shortages, if any, arising from the difference between the quantities as dispatched by it and the stocks actually delivered.
- 2.5 Delivery shall be in line with the Orders for Supplies placed by the RSGSML and shall be completed within the period specified by the RSGSML. Short supplies, if any, shall not be carried forward beyond the validity period of the Order for Supplies.
- 2.6 Non-delivery and / or repeated delays in adhering to the delivery schedule may entail in recall of the pending Order for Supplies, suspension of distribution and may attract other penalties as may be imposed by the RSGSML.
- 2.7 The Manufacturer shall, as may be required by the RSGSML, transfer Liquor from one depot to another depot of the RSGSML to enable quick disposal of Liquor and shall bear the cost incurred towards inter depot transfer fee, loading, freight, unloading, etc. Any transit damages that may arise on account of such transfer shall be borne by the Manufacturer.

3. QUALITY

- 3.1 The RSGSML may, from time to time, specify the quality of Liquor to be delivered and the Manufacturer shall adhere to such quality specifications. As per orders of Government of Rajasthan, only such IMFL would be marketed in Rajasthan, which are manufactured with Extra-Neutral Alcohol (ENA) as the base raw material. (For example, no IMFL would be sold with Rectified Spirit as the base raw material).



- 3.2 The RSGSML may reject the Liquor that does not confirm to the quality specified by it. If the Liquor is found to be unfit for human consumption, the same would be destroyed, disentitling the Manufacturer to claim any amounts therefrom. However, if the rejected Liquor is such that, it is fit for human consumption, but does not meet the standards specified by the RSGSML, the same would be disposed off in accordance with the rules framed under the Rajasthan Excise Act, 1950. The consideration to be paid to the Manufacturer would be determined by the RSGSML, based on the cost of disposal, statutory duties, etc.

4. CANCELLATION OF ORDERS

- 4.1 The RSGSML shall, without prejudice to its legal rights, have the right to forthwith terminate any or all Order for Supplies placed on the Manufacturer and forfeit deposits, if any, if the Manufacturer or any of his representatives, workers, employees, etc.,
- (a) Indulge in any activity which is directly or indirectly prejudicial to the interest of the RSGSML; or
 - (b) Indulge in forgery, falsification, fabrication of any document, bill, voucher or delivery challan or commit any offence in connection with the manufacture and supply of Liquor, which offence is punishable under law.
- 4.2 All losses incurred by the RSGSML on account of the Manufacturer, his agents, workmen, employees, etc. committing the above said prohibited acts, shall be recovered from the Manufacturer.
- 4.3 If the Manufacturer indulges in any unfair trade practice, the RSGSML shall have the right to cancel the Order for Supplies placed on the Manufacturer.
- 4.4 If any supplier violates the provisions of LSP or Agreement made thereunder, the action may be initiated against such defaulter supplier as per the provisions of LSP / Agreement.

5. PRICE

- 5.1 The Manufacturer shall deliver the Liquor at a price as may be approved and indicated by the RSGSML.
- 5.2 Any difference due to price reduction on account of revision in price by the Manufacturer or due to a change in duties shall be borne by the Manufacturer.
- 5.3 The Manufacturer shall communicate to the RSGSML for any sales promotion scheme/activity including the price structure, validity period, etc., at least two weeks prior to its introduction to the market.

6. PAYMENT

- 6.1 The RSGSML may advance, either in full or in part, the duties paid or to be paid by the Manufacturer to the Government. The RSGSML would, from time to time, determine the interest payable on the amount so advanced, and the Manufacturer shall pay the same. The RSGSML shall be entitled to deduct such advance, the interest due or other dues from any amounts due to the Manufacturer.

6.2 Payment for the Liquor delivered (less the amount advanced) shall be made only after the disposal of Liquor, and is subject to any periodicity that may be specified by the RSGSML.

6.3 Payment will be released in the manner prescribed below:

- (a) RSGSML will release payment preferably to the brand owner who has got the brand registered in its name by Excise Department and only he will issue sale / VAT invoice of the IMFL supplied to the RSGSML.
- (b) If, in certain exceptional cases where it is not feasible for him to issue sale / VAT invoice, he will have to produce a mutual agreement (as per Annexure-13) with his supply source(s) specifically authorizing him to receive payment on behalf of his supply source(s) also.
- (c) Additional supply source(s) shall be added only after producing such mutual agreement as per Annexure - 13.

7. STOCK HELD FOR SALE

7.1 If stock of IMFL is not disposed off within 120 days, the RSGSML would levy Inactive Stock Penalty at Rs.3/- per case per day and any tax / levy chargeable on Inactive Stock Penalty. This penalty will be charged proportionately in case of loose bottle also on the same pattern. The RSGSML out of any payment due to the Manufacturer shall recover such Inactive Stock Penalty.

7.2 Without prejudice to 7.1 above, the RSGSML may dispose of IMFL lying unsold for over 150 days and the difference between the price of delivery of IMFL and the amount so realized shall be borne by the Manufacturer.

7.3 *The manufacturer/supplier will be solely responsible for quality of IMFL supplied by him.*

7.4 The RSGSML may, on its own accord, or on the representation of the Manufacturer, review the storage time aforesaid.

7.5 Any abnormal storage loss attributable to the Manufacturer shall be borne and made good by the Manufacturer.

8. INSPECTION AND SUPERVISION

8.1 The Manufacturer shall offer all facilities to the RSGSML for supervising and verifying various activities like manufacturing, measuring, bottling, sealing, loading, transporting, unloading, etc.

8.2 It shall be open to the RSGSML to post its officials under / or of the Government and / or any technical and security personnel as it may deem it necessary from time to time.

8.3 More particularly, the RSGSML shall have unhindered access to all manufacturing and appurtenant facilities and records of the Manufacturer for verification and inspection. It shall be entitled to monitor the movement of raw materials into and finished goods from the premises of the Manufacturer.

9. COMPLIANCE WITH LAWS

- 9.1 The Manufacturer shall comply with the requirements of all laws, which are applicable for him, including timely remittance of tax dues and filing of returns.
- 9.2 Any statutory tax / levy / cess including Service Tax but excluding taxes on income, if any, leviable on the transactions under the agreement as per applicable laws, shall be paid / payable by the manufacturer / supplier to the RSGSML in addition to any other charges as per the agreement.

10. FORCE MAJEURE

- 10.1 Upon the occurrence of any event of Force Majeure, the Party being affected by such event shall, without delay, notify the other Party in writing.
- 10.2 In the event of any failure in performance due to any Force Majeure condition, such as war, strike, fire, natural disaster, or any other cause whatsoever beyond the control of the Party being affected, the Party so failing shall, to that extent, be exempted during the period of such happening from the liabilities that would otherwise result from its failure. The occurrence of the event of Force Majeure will not relieve either party from performing its obligations at such times and to the extent as may be possible after the intervention of the event of Force Majeure.

11. ARBITRATION

- 11.1 Any dispute, which may arise between the Parties herein shall be submitted to arbitration. The arbitral award shall be conclusive, final and binding on both the Parties herein. The Manufacturer has agreed with the RSGSML to provide for the nomination of a sole arbitrator by the RSGSML to be decided by Director In Charge of RSGSML. The expenses of arbitration will be borne equally by Manufacturer and RSGSML.

12. INDEMNITY

- 12.1 The Manufacturer shall keep the RSGSML harmless and indemnified in all matters arising from supply of the Liquor to the RSGSML and its subsequent disposal. Any third party claims arising, the Manufacturer at his cost shall settle retailer or consumer.
- 12.2 Without prejudice to the generality of the circumstances contained in 12.1, the Manufacturer shall specifically indemnify the RSGSML and keep it harmless with respect to
- (i) Non-compliance with the standards specified by the RSGSML;
 - (ii) Non-conformation to the provisions of various laws in force; and consequences, losses or claims (including claims of additional duty raised by the Government of Rajasthan) more specifically, the non-remittance and short remittance towards the duties statutorily payable.
 - (iii) Any claims for infringement of patent, trademarks etc., relating to Liquor delivered.
- 12.3 That the manufacturer / supplier shall indemnify RSGSML in case the pending dispute pertaining to service tax on sale / supply of liquor is decided by the competent court against RSGSML.

13. JURISDICTION

13.1 Both the parties are amenable to the jurisdiction of the Jaipur City Civil Court only irrespective of where the cause of action or a part of it arises.

14. LIQUIDATED DAMAGES

14.1 Notwithstanding any clause hereinabove, the Manufacturer is liable to pay liquidated damages of Rs.3,00,000 (Rupees Three Lakh Only) for each breach of this agreement but not exceeding 10% of the total value of the Liquor to be delivered.

14.2 Further if the liquidated damages are not paid within three days from the date of the receipt of the demand intimation, the Manufacturer is liable to pay interest on the quantified liquidated damages at 12% per annum.

15. It is further agreed upon that, any term & condition, which is related to the RSGSML and suppliers, but not indicated herein, shall be as per specific provisions of Liquor Sourcing Policy 2019-20.

16. All provisions as contained in the LSP will also form a part of this agreement.

IN WITNESS WHEREOF, the RSGSML and Manufacturer have set and subscribed their signatures and seals on the day, month and year aforementioned in the presence of the following attesting witnesses

For RSGSML

For Manufacturer

General Manager

Name:

WITNESSES:

1.

2.

Signature of Manufacturer
Name:

Designation:

Seal

Mobile No.



List of Depots of RSGSML in State of Rajasthan

1. Depots may increase/decrease at any point of time and no claim whatsoever will be entertained on account of expenses for transfer/shifting.
2. This list is given for convenience and its not legally binding on RSGSML to operate all the depots all the time.
3. Address of these depots may change in due course of time.

S. No.	Depot Name	Depot Address
1	बयाना	प्रेमरिसॉर्ट के सामने, भीमनगर, बयाना।
2	डीग	शकुन यादव, मेलामैदानडीग
3	भिवाडी	नीलमचौक, भिवाडी
4	खैरथल	शिवानारोड़, मुरलीफार्म के पास, खैरथल।
5	लक्ष्मणगढ़	कटूमररोड़, लक्ष्मणनगढ़
6	राजगढ़	कोठीनारायणपुरबाईपासमण्डावररोड़, राजगढ़
7	फतेहपुर	रघुनाथपुरास्टेण्ड शेखावाटी धर्मकांटा के पीछेबीकानेररोड़ डिपोफतेहपुर
8	नीमकाथाना	गांवडीमोड़, नरसहि धर्मकांटे के पिछेडिपो, नीमकाथाना।
9	श्रीमाधोपुर	अजीतगढरोड़ पुलिसथाने के सामने, डिपोश्रीमाधोपुर
10	रतनगढ़	प्लॉटनं.-एच-77, रीकोइण्डस्ट्रीयल एरियाडिपोरतनगढ़।
11	सुजानगढ़	रीकोइण्डस्ट्रीयलभोजराजजीचौराहा, सुजानगढ़।
12	श्रीगंगानगर	प्लॉटनं. ई-123, ए फेज-1, रिकोइण्डस्ट्रीयल एरिया, श्रीगंगानगर
13	नोहर	आरएसजीएसएमइण्डस्ट्रीयल एरिया जी-54, नोहरजिला-हनुमानगढ़
14	भादरा	7 बी.एच. डी. श्यामगर्लकॉलेज के पास, नोहररोड़, भादरा
15	पदमपुर	शॉपनं.-146-147, आरएसडब्ल्यूसीरोड़, न्यू धानमण्डी, पदमपुर, जिला-श्रीगंगानगर।
16	रायसिंहनगर	वार्डनं.-8, जाटकॉलोनीफार्माआई. फैक्ट्री के पास, रायसिंहनगर।
17	करणपुर	आहतानगरवार्डनं.-1, गुरुसररोड़, श्रीकरणपुर।
18	नोखा	तहसीलरोडनर्सिंहहॉस्टल के पास, नोखा
19	लूणकरणसर	जी-78-79, रिकोऔधोगिक क्षेत्र धानमण्डी के गेट के सामने, लूणकरणसर
20	अनुपगढ़	प्लॉटनं.-46, पार्ट 2 रिको क्षेत्र अनुपगढ़।
21	सूरतगढ़	66 ऐ.बी. नई धानमण्डी, सूरतगढ़।
22	झुन्झुनू	प्लॉटनं.-जी-1-97/98, रीकोइण्डस्ट्रीयल एरिया, झुन्झुनू।
23	नवलगढ़	रेल्वेस्टेशन के पास, पावरहाउस के सामने, नवलगढ़।
24	खेतडी	मीस्त्री मार्केट, गोठड़ा, खेतडीनगर।

25	तारानगर	रीको इण्डस्ट्रीयल एरिया, तारानगर।
26	चिडावा	लालकोठी के सामनेरेल्वेस्टेशन, चिडावा।
27	चूरु	रोड़ नं.-1, रीको इण्डस्ट्रीयल एरिया, चूरु।
28	मालपुरा	एफ-13, मालपुराइण्डस्ट्रीयल एरिया, आईसफैक्ट्री, गोर्वधनइण्डस्ट्रीज, मालपुरा-304504
29	गंगापुरसिटी	आरएसजीएसएम, शीतलामातारोड़, नियर एनिमलहॉस्पिटल, गंगापुरसिटी।
30	अजमेर	आरएसजीएसएम, तारागढरोड़, रामगंज, अजमेर-305001
31	किशनगढ	आरएसजीएसएम, करणी पैलेस, प्रेमनगर, एन.एच.-8, तोलामाल, किशनगढ, जिला-अजमेर 305802
32	केकडी	आरएसजीएसएम, रिकोइण्ड. एरिया, जयपुररोड़, मेवाड़ाआईसफैक्ट्री के सामने, केकडी जिला-अजमेर-305404
33	ब्यावर	आरएसजीएसएम, सेन्दडारोड़, गहलोतकृषिफार्म के सामने, ब्यावर, जिला-अजमेर-305901
34	परबतसर	आरएसजीएसएम, मंगलानारोड़, तहसील के सामने, परबतसर, जिला-नागौर-341512
35	डीडवाना	आरएसजीएसएम, कुचामनरोड़, आर.टी.ओ. ऑफिस के पास, डीडवाना जिला-नागौर-341303
36	मेडतारोड़	आरएसजीएसएम, मेडतारोड़, रेल्वेस्टेशन के पास, मेडतारोड़, जिला-नागौर, पिन-341511
37	नागौर	आरएसजीएसएम, मानासररोड़, शीतलामातामन्दिर के पास, नागौर-341001
38	मण्डोर	आरएसजीएसएम, रेल्वेऑवरब्रिज के पास, मण्डोर (जोधपुर)
39	फलोदी	आरएसजीएसएम, मोहनछंगानीनगररेल्वेस्टेशन के सामने, फलोदी, जिला-जोधपुर
40	पीपाड़	आरएसजीएसएम, रेल्वेस्टेशनरोड़, कब्रिस्तान के सामने, पीपाड़ जिला-जोधपुर
41	जैसलमेर	आरएसजीएसएम, भाटी धर्मकांटा के पास, टांसपोर्टनगर, जैसलमेर।
42	पोकरण	आरएसजीएसएम, रेल्वेस्टेशन के पास, पोकरण
43	बाडमेर	आरएसजीएसएम, औधोगिक क्षेत्र प्रथमफेज, बाडमेर
44	बालोतरा	आरएसजीएसएम, राजपुतानाहोटल के पास, पंचपदरारोड़, बालोतरा
45	जैतारण	जोधपुरबाईपास, धर्मकांटा के पास, गायत्री नगर, जैतारण-306502
46	भीलवाड़ा	आरएसजीएसएम, आरसीक्लोनी, भीलवाड़ा, जिला-भीलवाड़ा।
47	माण्डलगढ	नगरपालिका के पिछे, गलोनीरोड़, माण्डलगढ, जिला-भीलवाड़ा।
48	शाहपुरा	हिमालय गेस्टहाऊस, रोडवेज बस स्टेण्ड के पास,

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		शाहपुरा, जिला-भीलवाड़ा।
49	गंगापुर	मेलाग्राउण्ड पुलिसस्थाना के पास, सारदाचौराया, गंगापुर, जिला-भीलवाड़ा।
50	आसीन्द	पंचायतसमिति, आसीन्द सुखाडियामार्केट, आसीन्द जिला-भीलवाड़ा।
51	अलवर	आरएसजीएसएम, डिपोअलवर, -ई-617, रीकोनियरपेप्सीफैक्ट्री, एमआईए. अलवर।
52	बहरोड़	आरएसजीएसएम, मोहल्लानयनसुख, पुरानीसब्जीमण्डी, बहरोड़।
53	बून्दी	आरएसजीएसएम, पुलिसलाईनसकेपास, बिबनवारोड़, बून्दी- 323001
54	टोंक	आरएसजीएसएम, मदिराडिपो, टोंकप्लॉटनं.-98, गुलाबबर्फफैक्ट्री के पास, रिको एरिया, टोंक-304001
55	देवली	आरएसजीएसएम, मदिराडिपो एजेन्सी एरियाआबकारीनिरीक्षककार्यालय के पास, देवली, जिला-टोंक-304023
56	बांरा	मनिहारामन्दिर के पास, शिवकॉलोनी, बांरा- 325205
57	खानपुर	पुराना बस स्टेण्ड, पशुचिकित्सालय, बैकचौराहा
58	उदयपुर (मादडी)	उदयसागररोड़, श्रीरामफाईसेन्स के पास, उदयपुर-313001
59	खैरवाड़ा	राणी-छाणी रोड़, खैरवाड़ा-313803
60	मावली	मंगलमपेट्रोलपम्प के पास, मावली-313203
61	राजसमन्द	कलालवाटी, राजसमन्द-313333
62	देवगढ़	रेल्वेस्टेशनरोड़, देवगढ़-313331
63	डूंगरपुर	सागवाड़ारोड़ बिलडी, डूंगरपुर-314001
64	बांसवाड़ा	पीपलवाऔधोगिक क्षेत्र, बांसवाड़ा-327001
65	रानी	प्रतापबाजार, रेल्वेस्टेशन के पास, रानी-306115
66	पाली	हाउसिंगबोर्ड, कृषिमंडी के सामने, निलेशभवन, पाली-306401
67	सोजत	रेन्दडीरोड़, सोजत-306104
68	झोटवाड़ा	आरएसजीएसएम, ढेहर के बालाजी के सामने, रेल्वेस्टेशन, नियरझोटवाड़ाओवरबिज, जयपुर-302012
69	चौमूं	आरएसजीएसएम, रेल्वेस्टेशनरोड़, श्यामनगरकॉलोनी के पास, चौमूं, जयपुर-303702
70	शाहपुरा (जयपुर)	आरएसजीएसएम, बलायोंकामोहल्ला, अंजीतगढरोड़, गाधीपल्लीहाउस, वार्डनं.-5, शाहपुरा, जयपुर-303338
71	फुलेरा	आरएसजीएसएम, नियरपीडब्ल्यूडी, फुलेरा, जयपुर-303008
72	दूदू	आरएसजीएसएम, कुलदीपगढ के पा, दूदू, जयपुर-303008
73	दौसा	आरएसजीएसएम, सोमनाथचौराहा, नियरसाबरमलमिष्ठान

74	बांदीकुई	आरएसजीएसएम, सिकन्दरारोड़, नियरबालगोपालहॉस्पिटल, बांदीकुई, दौसा-303313
75	कोटा	आरएसजीएसएम, प्लॉटनं.-स्पेशल-1, कुबेरइण्डस्ट्रीयल एरिया, रानपुर, कोटा-325003
76	झालावाड़	आरएसजीएसएम, श्रीमतीविजयाराजेसिंधीयाखेलसंकुलपरिसर, झालावाड़-326001
77	भवानीमण्डी	आरएसजीएसएम, टगरमोहल्ला, पुरानीडिस्टलरी, भवानीमण्डी-326502
78	रामगंजमण्डी	आरएसजीएसएम, खैराबादरोड़, रामगंजमण्डी-326519
79	धौलपुर	आरएसजीएसएम, स्टेशनरोड़, जेल के पास, धौलपुर-328001
80	करोली	आरएसजीएसएम, एक्सिसबैंक के पास, वाल्मिकीआश्रम, दारु गोदाम, करोली-322255
81	हिण्डौन	आरएसजीएसएम, रेल्वेस्टेशन के सामने, दारु गोदाम, हिण्डौन-322230
82	भरतपुर	आरएसजीएसएम, प्लॉटनं.-48, ओल्डइण्डस्ट्रीयल एरिया, भरतपुर।
83	सवाईमाधोपुर	आरएसजीएसएम, प्लॉटनं.-3-4, रंथमभौररोड़, नियरसरसमिल्कडेयरी, सवाईमाधोपुर-322001
84	सीकर	मैसर्समहरियापाईपइण्डस्ट्रीज, प्लॉटनं.-ई-17, रीकोइण्डस्ट्रीयल एरिया, सीकर।
85	जालोर	रेल्वेस्टेशन के पास, जालौर
86	भीनमाल	कृष्णाबर्फ फैक्ट्री के पास, रीको एरिया, भीनमाल
87	सिरोही	E-5, Sarveswar Industrial Area, Sirohi
88	आबूरोड़	मानपुर, हैलिपेड़ के पासरेवदर-मंडाररोड़, आबूरोड़-307026
89	हनुमानगढ़	SP-5 (R), SP (B) Industrial Area, Phase-II Hanumangarh
90	बीकानेर	एस.पी.-78, रिकोऔधोगिक क्षेत्र, खारा, बीकानेर
91	चित्तौड़गढ़	सिनियरसैकण्डरीस्कूल के पीछे, सेंती, चित्तौड़गढ़-312001
92	डूंगला	कानोड़ रोड़, डूंगला-पोस्टडूंगला, जिला-चित्तौड़गढ़-312402
93	कपासन	रोड़वेजनया बस स्टेण्ड के पास, कपासन-पोस्टकपासनजिला-चित्तौड़गढ़-312202
94	निम्बाहेड़ा	रेल्वेस्टेशन के पीछे, निम्बाहेड़ा-पोस्टनिम्बाहेड़ा-जिला-चित्तौड़गढ़-31260
95	बेगूं	जयनगरबी.एस. एस.एल. ऑफिस के पास, बेगूं-पोस्टबेगूं जिला-चित्तौड़गढ़-312023
96	प्रतापगढ़	आबकारीरोड़, प्रतापगढ़-पोस्टजिलाप्रतापगढ़-312605
97	छोटीसादडी	पेच एरिया, छोटीसादडी-पोस्टछोटीसादडीजिलाप्रतापगढ़-312604

DECLARATION OF DISTILLERY / BOTTLING PLANT

(ON AFFIDAVIT OF Rs. 500/- DULY ATTESTED)

(Separate Declaration for Each Brand)

1. I,..... son of Shri Aged years resident of the Managing Director / Secretary / Proprietor / Partner of M/s..... (Name of the distillery / bottling plant and its address) solemnly affirm and declare that the following brand of IMFL is marketed at the following Ex-Distillery Price (EDP):

a. Name of the Brand
(Separate Para / Chart for each brand)

Actual Sale Figures and EDP for all over India during last two years.

Actual Sale Figures and EDP for all over India during last two years.														
Name of State/UT	2017-18						2018-19 (Upto the last date of preceding month)							
	Q		P		N		Q		P		N		Validity upto (ment-ion date)	
	Sale in Cases	EDP per Qts Cases	Sale in Cases	EDP per Pint Cases	Sale in Cases	EDP per Nip Cases	Sale in Cases	EDP per Qts Cases	Sale in Cases	EDP per Pint Cases	Sale in Cases	EDP per Nip Cases		
1) Andhra Pradesh *														
2) Arunachal Pradesh														
3) Assam														
4) Bihar														
5) Chhatisgarh														
6) Delhi														
7) Goa														
8) Gujrat														
9) Haryana														
10) Himachal Pradesh														
11) Jammu & Kashmir														
12) Jharkhand														
13) Karnataka														
14) Kerala														
15) Madhya Pradesh														
16) Maharashtra														
17) Manipur														
18) Meghalaya														
19) Mizoram														
20) Nagaland														
21) Orisa														
22) Punjab														

23) Rajasthan						
24) Sikkim						
25) Tamil Nadu						
26) Tripura						
27) Uttaranchal						
28) Utar Pradesh						
29) West Bengal						
30) Andaman & Nicobar						
31) Chandigarh						
32) Dadra & Nagar Haveli						
33) Daman and Diu						
34) Lakshadweep						
35) Pondicherry						

* In case the brand is not being sold in any State / UT, please mentioned, "Not offered".

(Complete details of supplies made to all States should be indicated)

It is CERTIFIED that all the States / Union Territories, to which any sale was made during 2017-18 and / or 2018-19 have been included in the table above.

It is further CERTIFIED that no sale has been made (not even one case) at any EDP lower than the EDP shown in above table against the name of each state / UT.

2. I / we certify that the minimum ex-distillery price net of all duties discounts / rebates / commissions of whatsoever nature allowed in respect of any market in India as on 28.02.2019 are as per details furnished hereunder:-

S. No.	Name of the brand*	Minimum EDP per case fixed for 2018-19 anywhere in India but excluding Rajasthan State		
		QUART	PINT	NIP

* For the purpose of this form, the brand name should be the same as the one on the label of the product.

* Details of all variants of brands having similar key word and registered / sold in Rajasthan or elsewhere, this year or last year should be compulsorily mentioned in table 2. (Pl. see para 2.4 and 3.1 of LSP). Details given in table 1(a) may also be appended for each of such variants.

2 (A) Details of EDP/MRP in adjoining state as on 31st March 2019

Name of Brands	Adjoining State					
	Haryana	Delhi	Punjab	Chandigarh	M.P.	U.P.

Please also enclose a copy of approved Cost Sheet of these states.

3. I / We certify that all rights including the trade marks rights in respect of above brands of IMFL as proposed to be sold under in Rajasthan are vested in the distillery / bottling plant or assigned to the applicant under valid agreement made in accordance; with the provisions of the Trade and Merchandise Marks Act, 1958.
4. I / We also confirm and certify that Shri. is the attorney / authorized representative for our distillery / bottling plant for the State of Rajasthan.
5. I / We shall be liable for all omission of attorney / authorized representative in execution of terms and conditions with RSGSML.
6. I / We confirm and certify that the information furnished above is true and based on the records maintained in normal course of business and nothing material has been concealed. If at any stage, the information furnished here-in-above is found to be false, the Order for supplies if granted to us, shall be liable to be cancelled and we shall also be liable for black listing by RSGSML for further supplies.

Signature of the Managing Director or whole time Director or Chief Executive Officer or any other person duly authorized by the Board of Directors of the Company/ Secretary/ Proprietor / Partner / Proprietor.

DEPONENT

Name(s) and Address in block letters of Managing Director or whole time Director or Chief Executive Officer or any other person duly authorized by the Board of Directors of the Company / Secretary. (In case of Society) /Partner (In case of partnership firm) Proprietor (In case of proprietorship firm) of M/s.....

VERIFICATION

I, the above named deponent, do hereby verify that the above contents are true to the best of my knowledge and belief and that nothing has been concealed therefrom.

DEPONENT

Name(s) and Address in block letters of Managing Director or whole time Director or Chief Executive Officer or any other person duly authorized by the Board of Directors of the Company / Secretary. (In case of Society) /Partner (In case of partnership firm) Proprietor (In case of proprietorship firm) of M/s.....

(Note: - Separate Statement to be enclosed for each brand of IMFL)

STATEMENT INDICATING INFORMATION FOR REGISTRATION OF A
LABEL / BRAND OF IMFL

Part I GENERAL

1	Name of the brand	
2	Name of the manufacturer with complete address (Distillery / Bottling Unit)	
3	Spirit base quality of the brand whether rectified spirit, malt spirit, ENA or admixtures of the two – Please describe the proportionate % of each type of blending i.e., scotch or malt(<i>if applicable</i>). Please enclose a certificate of the Excise Official in charge of the manufacturing unit in support of the spirit base material and quality of the brand.	
4	Whether the brand confirms to BIS specifications, (enclose a certificate by local excise authority) chemical composition report indicating inter alia, ethyl alcohol, ash, solids, esters, aldehydes, volatile acids, higher Alcohol, furfural etc. content.	
5	Whether the Trade Mark Registration Certificate / agreement made in accordance with the Trade and Merchandise Mark Act, 1958 in respect of the brand is attached.	
6	Whether the labels of the brand are approved by the Excise Authorities of the manufacturing state. If so, attach approved copy of the label for each size bottle (in triplicate).	
7	Details of stock of proposed brands lying at RSBCL/RSGSML depots.	

Note: In case the Excise Commissioner, Rajasthan, approves the label of the brands the original copy of the same must be enclosed.

PART II SALES

		2017-18	2018-19
8	Combined all India sale including supplies to CSD excluding Rajasthan during the last two years (In Cases)		
9	Whether the brand is sold in CSD, if so, sale to CSD during the last two years (in cases)		
10	Total Sale in Rajasthan		
11	Export to other countries, if any, during the last two years (in cases).		
12	Name of the States / Union Territories where the brand was sold during 2017-18 and 2018-19		

Name , Designation & Signature
with seal of the Firm

Name of the Brand _____

PART III PRICES
(Please give figures for one case/Carton Box)

		Qts	Pints	Nips
13	Minimum ex-distillery prices as indicated in para 2 of Annexure 5			
14	Export Pass Fee			
15	Central Sales Tax, if applicable			
16	Any other incidental (please specify) Please enclose duly attested documents in support of column 12 to 14).			
17	The prevailing retail price of brand in Delhi, Gurgaon, and Rajasthan for one Quart, Pint and Nip			
18	The minimum ex-distillery price net of all duties / commission / discount at which supplies were made to the states of Haryana, Uttar Pradesh, Rajasthan and Punjab during 2017-18&2018-19. (Please also furnish an affidavit in support of the averment)			
19	The minimum ex –distillery price net of all rebates/commissions / discounts at which the supplies were made to Andhra Pradesh, Tamil Nadu, Karnataka and Kerala during 2017-18&2018-19 (Please also furnish an affidavit in support of the averment).			

Annexure 7

Revised Cost sheet of Liquor brands
(In cases of supplies from Manufactures in the state)
(To be given on the letterhead of the Supplier)

Name of the brand										
Size of the pack (in ml)										
		750	VAT	Surcharge	375	VAT	Surcharge	180	VAT	Surcharge
A. Cost build up for RSGSML selling price										
1.	Ex Distillery Price (EDP) of the manufacturer									
2.	Excise Duty at applicable rates on (1)									
3.	Sub Total (1+2)									
4.	Additional Excise Duty @ 20% of 3									
5.	RSGSML Landed Cost (3+4)		20% of 5	20% of VAT		20% of 5	20% of VAT		20% of 5	20% of VAT
6.	RSGSML margin @ 2.00% of 5									
7.	Selling Price of RSGSML (5+6)									
B. Cost Build-up for Maximum Retail Price (MRP) for consumer										
8.	Retail margin (as per 3.9 of LSP) (of 7)									
9.	Permit fee									
10.	Vend Fee (For Beer only)									
11.	Total Price (7+8+9+10)									
12.	Total VAT 20% (of 11)									
13.	Estimated amount of Surcharge (20% of 12)									
14.	MRP per case (11+12+13)									
15.	MRP per Bottle									
C. Cost Build-up for MRP for consumer (After Round Off – as per 3.10 of LSP)										
16.	Addl. RSGSML Margin due to Round Off									
17.	MRP per Bottle due to Round Off									
18.	MRP per case due to Round Off									
19.	Exact Amount of Surcharge									
20.	MRP for the Purpose of Calculation of Composition Amount									
21.	Exact Composition Amount on MRP (1/6 of 20)									

Place:
Date:

Authorised signatory
(Name)

Note: The cost sheet may be revised as per the notifications related to Central / State levies / Taxes issued from time to time.

Revised Cost sheet of Liquor brands

(In cases of supplies from Manufactures outside the state)

(To be given on the letterhead of the Supplier)

Name of the brand		Size of the pack (in ml)								
		750	VAT	Surcharge	375	VAT	Surcharge	180	VAT	Surcharge
A. Cost build up for RSGSML selling price										
1.	Ex Distillery Price (EDP) of the manufacturer									
2.	Add other fees / levies / cost									
	2.1 Export fee***									
	2.2 Others (Pl. specify)									
3.	EDP for Excise Duty (1+2)									
4.	Excise Duty at applicable rates									
5.	Import fee as applicable									
6.	Total (3+4+5)									
7.	Additional Excise Duty @ 20% of 6									
8.	Total Invoice Value of Supplier (6+7)									
9.	Central Sales Tax @ 2% of 8 Invoice Value									
10.	RSGSML Landed Cost (8+9)									
11.	RSGSML Margin @ 2.00% (of 10)									
12.	Selling price of RSGSML (10+11)									
B. Cost Build-up for Maximum Retail Price (MRP) for consumer										
13.	Retail margin (as per 3.9 of LSP)(of 12)									
14.	Permit fee									
15.	Vend Fee (For Beer only)									
16.	Total Price (12+13+14+15)									
17.	Total VAT 20% (of 16)									
18.	Estimated amount of Surcharge (20% of 17)									
19.	MRP per case (16+17+18)									
20.	MRP per Bottle									
C. Cost Build-up for MRP for consumer (After Round Off – as per 3.10 of LSP)										
21.	Addl. RSGSML Margin due to Round Off									
22.	MRP per Bottle due to Round Off									
23.	MRP per case due to Round Off									
24.	Exact Amount of Surcharge									
25.	MRP for the Purpose of Calculation of Composition Amount									
26.	Exact Composition Amount on MRP (1/6 of 25)									

Place:

Date:

 Authorised signatory
 (Name)

Note: The cost sheet may be revised as per the notifications related to Central State levies / Taxes issued from time to time.

*CST @ 2% of EDP / EBP + Export Fee + Excise Duty + Import Fee + Addl. Excise Duty

**ED at applicable rates on EDP / EBP for Excise Duty + CST

*** Export Fee – Document to be submitted as per clause 1.1 (ix) of LSP.

Specimen signatures of the Officers Authorized to sign and issue
 Order for Supplies (OFS)

Officer(s) with Designation	Specimen Signature
Dy. General Manager (P&S)	1)
	2)
Dy. General Manager (Purchase)	1)
	2)
Dy. General Manager (A&P)	1)
	2)
Dy. General Manager (A&T)	1)
	2)

Note: Any officer of RSGSML may be authorised by the DIC for this purpose.

Annexure 10

(For new Supplier only)

Authorization letter for collecting OFS / other Documents from RSGSML

(To be issued on the letterhead of the Manufacturer / Supplier)

(Paste attested photograph of the person here)

We hereby authorize Shri. (Name of the person) whose signature is attested below to collect OFS / other documents on our behalf from RSGSML.

Place:

Date:

Sd/-

Authorised signatory

Name with Designation & seal

Signature of Shri. (name of the person)

Attested

Sd/-

Authorised signatory

(Name)

Agreement / MOU
(to be executed on stamps of Rs. 500/-)

This Agreement/MOU made at Jaipur on, Two Thousand Nineteen – Twenty between M/s.....(Brand Owner) hereinafter referred to as Brand Owner (which expression shall unless it be repugnant to the context or meaning thereof be deemed to include its successors in business and assigns) of the ONE PART

AND

1. M/s.....(Supplier/Distillery) represented by Shri.....
2. M/s.....(Supplier/Distillery) represented by Shri.....Hereinafter called the....., (which expression shall unless it be repugnant to the context or meaning thereof shall be deemed to mean and include its successors in business and assigns) of the OTHER PART. That Shri.....has been authorized to represent the.....in all matters connected with and in relation to the liquor supplies to the RSGSML for the year 2019-20in the Territory of State of Rajasthan.

WHEREAS

- A. M/s.....(Brand Owner) is having its own unit atand is supplying goods to RSGSML and its Brand/Rates are approved by RSGSML.
- B. M/s.....(Brand Owner) for convenience want to get its Brand supplied through M/s(Supplier/Distillery) to RSGSML.
- C. That Supplier/Distillery holds valid permission/licenses required under Excise Act/Rules of Rajasthan.

“THIS AGREEMENT / MOU IS IN CONTINUATION OF MANUFACTURING AGREEMENT BETWEEN M/s.....& M/s.....”

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. The M/s..... (Supplier/Distillery) hereby agrees and confirms that in the light of above arrangement, RSGSML shall make all payments including VAT alongwith goods value to M/s..... (Brand Owner) in respect of the said products supplied and sold by them. The payments so made shall be towards supply of liquor by Supplier/Distillery.
2. The M/s..... (Supplier/Distillery) agrees to transfer all their credit / debit (recorded by RSGSML in their books) periodically to M/s..... (Brand Owner) who is the owner of brands and the M/s..... (Supplier/Distillery) is selling and supplying the said products as per manufacturing agreement and is bound by the agreement dated..... between M/s
3. M/s.....agrees that all entries like breakages, Inactive Stock Penalty etc. or any other entry in the A/c of manufacturer (Supplier/Distillery) which are within the system, will also be debited / credited to M/s..... (Brand Owner).

4. This agreement / MOU shall also take care of any outstanding entry of previous years.
5. It is agreed between the parties hereto that all taxes, levies and any other duties imposed by Govt. from time to time whatsoever payable in respect of the said Products sold and supplied to RSGSML by M/s..... (Supplier/Distillery) shall be in the first instance borne by M/s..... (Brand Owner).
6. The Parties hereto in all other respects confirm the Agreement / MOU dated.....executed between themselves.

Authorized Signatory for

1. M/s _____ (Brand Owner)

Authorized Signatory for

1. M/s _____ (Supplier / Distillery)
2. M/s _____ (Supplier / Distillery)

by
3/15/19