

SAMBHAR SALTS LIMITED
(A Govt. Enterprises)
B-427, Pradhan Marg, Malviya Nagar,
Jaipur-302017

TERMS & CONDITIONS FOR APPOINTMENT OF
CONSIGNEE SELLING AGENT/ SUPER STOCKIST / DISTRIBUTOR

1. SCOPE OF WORK:

We shall offer **REFINED FREE FLOW SALT & OTHER BRAND OF SALT IN CONSUMER PACKING AS WELL AS IN BULK PACKING** to the **CONSIGNEE SELLING AGENT (C.S.A.) / SUPER STOCKIST / DISTRIBUTOR** for its marketing in the territory authorized. The acceptance of order will be subject to availability of said product and priority of delivery at producing unit. You will locate the user of our products in inland market. It will be at the sole liberty of the company to accept the orders procured by you or not based on the viability of its execution and its suitability.

You will furnish the offers in writing to the parties with full information of the products including quantity, specifications, delivery schedule and packing. All the orders shall be procured on the condition of Company. The buyer will not offer its own conditions to any dealer/party. All the orders shall be received directly in the name of SSL. You will be responsible for collection of payment as per agreed terms.

On appointment of C.S.A. / SUPER STOCKIST / DISTRIBUTOR of the Company you are authorized to procure the orders on behalf of the Company for our company's products i.e. Refined Iodised Salt, Super Washed (Iodised & Non Iodised) Salt in bulk packing and also free flow iodised Refined salt in 1 kg. Polyester pack from our Gudha Salt Refinery, Sambhar Lake, Distt. Jaipur (Rajasthan)

2. TERRITORY:

You will be allotted the area as mentioned in our letter of appointment as CSA / SUPER STOCKIST / DISTRIBUTOR. You may approach the parties located in the allotted area. The existing parties from the above states those are already lifting salt from SSL will be out of the purview of this agreement and you will have no objection if these parties approach and lift the products directly from us. Further on getting the orders from the Government Association, you will have no objection in selling material directly for the use of Government Associations, Institutions and Corporations under PDS. in the territory allotted to you.

3. APPOINTMENT OF CONSIGNEE SELLING AGENT / SUPER STOCKIST / DISTRIBUTOR

It would be at your liberty to appoint distributor/agents as per convenience and requirement of area. You will be the sole responsible for the action omissions or commissions of the distributors/sub-distributors retailers, agents or the employees appointed for the purpose. SSL will not be responsible for any action of the above agencies or its employee in any case. However, updated list of distributors be sent to SSL periodically.

4. RE-STRUCTURE OF TERRITORY

The Company SSL has full rights to re structure the territory as and when required. The SSL has full right to increase numbers of CSA/ SUPER STOCKIST / DISTRIBUTOR for said territory.

5. PRODUCTS:

SSL will offer the products of best quality manufactured by them. Before approaching to any parties you may collect the specifications and relevant technical information of the products for the convince the parties.

- A. Refined Free Flow Iodized Salt (ISI standard) in consumer packing of 1 Kg along with master packing of 50 Kgs/25 Kgs
- B. Refined Free Flow Iodised Salt (ISI standard) in consumer packing of ½ Kg along with master packing of 50 Kgs/25 Kgs
- C. Any other product launched/manufactured by the company.

6. PACKINGS:

SSL will supply the material in the standard packing regulated by the Salt Commissioner of India and law of respective State Governments. In case any buyer intends to lift material in different packings, SSL may explore the possibilities. The expenditures to be incurred on such packing shall be extra.

As regards brand name, the salt will be supplied in the brand names of "SAMBHAR SALT" in "Dholamaru" Brand or any other consumer packing likely to be launched by the company in future.

7. QUANTITY:

You will be given targeted quantity for the territory allotted to you based on allocation of quota for Edible Salt as per potential of territory on our own estimation.

All the supplies will be governed by the government policies, allocation of PT quota and supplies of rakes by Railway. The orders would be booked as per permissible carrying load in a rake or truck in case salt is lifted by rail and road respectively.

8. DELIVERY:

The delivery of material shall be effected as early as possible depending upon the availability of suitable/appropriate transportation means. However, we shall try to adhere the delivery schedule agreed by us.

9. TRANSPORTATION:

Material will be delivered on FOR destination basis.

10. PRICES:

The Company may decide the prevailing rates from time to time keeping in view the market trend and will fix the price of the product.

Presently no tax is applicable on salt. In case the Government levies any tax/duties, the same will be made applicable accordingly. You will not be having the objection on the plea that the order procured before the application of such taxes/ duties. You will provide/collect the requisite tax certificate required under rule against each case.

11. PAYMENT:

Payments for each consignment shall be deposited with the Company in **ADVANCE** through cash or Demand Drafts or any Electronic mode.

12. COMMISSION/MARGIN:

Company will decide the commission/margin to CSA/ SUPER STOCKIST / DISTRIBUTOR.

C.S.A./SUPER STOCKIST/ DISTRIBUTOR Margin includes Inter Transportation/ Go down Expenses/Electric, Water, Stationery/Damaged Rebate/Marketing Expenses, which includes manpower deployment, Bank Charges and any other miscellaneous expenses at C.S.A. / SUPER STOCKIST / DISTRIBUTOR end.

13. EARNEST MONEY DEPOSIT

You are required to deposit **Rs.1,00,000/- (Rs one lac only) for CSA , Rs 50,000/- (Rs Fifty Thousand only) for Super Stockiest and Rs 10,000/- (Rs Ten Thousand only) for Distributor** as EMD in the shape of DD favoring Sambhar Salts Limited, Jaipur payable at Jaipur, along with your offer and shall be kept with the company for the due performance of the appointment. No interest will be payable on the EMD.

14. CERTIFICATION OF QUALITY:

SSL will provide the analysis report for each rake/truck confirming that material dispatched is having required specifications.

15. PERIOD OF DISTRIBUTOR SHIP:

The agreement shall initially be for a period of one year commencing from date _____ to date _____ of signature. The same can be further extended on satisfactory performance. In case of unsatisfactory performance of this contract SSL will have the right to set aside this contract after giving 30 days notice to the buyer and the outstanding dues of the company shall be recovered from security deposit available with the company.

16. ARBITRATION:

a. In the event of any question, dispute of difference whatsoever arising under this contract or in connection therewith including any question relating to existence, meaning and interpretation of this contract or any alleged breach thereof, the same shall be referred to the Sole Arbitrator, Chairman & Managing Director, Sāmbhar Salts Limited or to any officer of the company appointed by him for the purpose. The arbitration shall be conducted in accordance with the provisions of the Arbitration and Conciliation Act., 1996.

b. It will be no objection that the Arbitrator is an interested person and/ or that he had to deal with the matters to which the contract relates and/ or in the course of his duties he has expressed any view on any matter in dispute of difference. The award of Arbitrator shall be final and binding on both the parties.

c. In the event of Arbitrator dying, neglecting, resigning or being unable to act for any reason or his award being set aside by the court for any reason, it will be lawful for the Chairman & Managing Director of the Hindustan Salts Limited/Sambhar Salts Limited to appoint another Arbitrator in place of outgoing Arbitrator.

d. The Arbitrator may from time to time, with the consent of all parties, enlarge the time in making the award.

e. The cost incidental to the arbitration shall be at the discretion of the Arbitrator. The arbitration shall be conducted at Jaipur (Rajasthan) or at such other place or places as the Arbitrator may so decide.

f. Notwithstanding any disputes between the parties supplier shall not be entitled to withhold/delay or defer his obligations under the contract and the same shall be carried out strictly in accordance with the terms and conditions of the contract..

17. Force Majeure clause:-

No liability under the contract will arise if either party fails to honor the contract for any reason like strike, riots, acts of God, was, natural calamity and such similar things.

18. **JURISDICTION:**

The appropriate court at Jaipur shall have exclusive jurisdiction to entertain and trial all matters arising out of this contract.

All the terms & conditions are accepted.

For & on behalf of _____

SAMBHAR SALTS LIMITED
(A Government Enterprise)
Subsidiary of : Hindustan Salts Limited.
B-427 Pradhan Marg, Malviya Nagar, JAIPUR-302017.
Tel 0141-2524097 Fax: 0141-2521998
Email : hindsalt@datainfosys.net
Website: www.indiansalt.com

APPLICATION FORM

1. Name of the Firm:

2. Complete Address of the supplier
With telephone numbers /Mobile No.
Fax numbers /e-mail:

(A) Registered Office:

(B) Manufacturing Plant:

(C) Branch office, if any:

(D) Godown Address/Area:

3. Name & Designation of the
Person to be contacted:

4. Name & Designation of the
Chief executive:

5. Activity
(Tick whichever is applicable)

:

Manufacturer { }
Authorized C.S.A./CFA { }
Authorized Distributor { }
Authorized Dealer { }
Authorized Super Stockiest { }
Authorized Stockiest { }

6. Is your firm is Public/Private
Ltd./Proprietary Company :

7. Registration No. of firm &
Date & authority with whom
Registered:

8. Date of commencement of business :

9. Financial Status:

(a) Bankers Name & Address with Account No.

(b) Pan Card No. & latest Income Tax clearance certificate (Attach zerox copy of both items) :

(c) Annual Turnover of Last 3 years:

(d) Term loan taken from Financial Institution(S)/ Bank(s). Please furnish Details. :

10. CST & LST/TIN No. & date (Attach zerox copy) :

11. Central excise Duty Applicable or not:

12. Service Tax No.

13. (A) TO BE FILLED IN BY C.S./A/C.F.A/SUPER STOCKIST / DISTRIBUTOR

Name & addresses of Principal manufacturers with E-mail ID & Telephone Nos.	Status	Area	Products	Number of Dealer/distributors	Value of normal stocks for these items with monthly turnover.	Name of the concerned person of principal manufacturer	PERIOD	
							From	To

(B) DETAILS OF COMPETITOR BRANDS AVAILABLE IN THEIR TERRITORY:

Brand	MRP: Rs. per kg.	Price to Distributor – Rs. Per bag of 50 kg. or MT	Price to Retailer per 50 kg. bag/per MT/per Kg.	Per kg. selling price to Consumer	Expected sale in State/Town with quantity in MT/Bag

14 Business projection:-

From the date of incorporation	Dealers to be introduced (Nos.)	Average volume/month MT	Average trading area volume/month(MT)	% of SSL
With in 3 months				
With in 6 months				
With in 9 months				
With in 12 months				

15. Available Manpower/ manpower to be deployed:

16. Available transport facility:

17. EMD Amounting to Rs.....by DD No.....Dated.....

Issued By.....

Place :

Date :

Signature & seal of Authorized Signatory

Name

Designation

Note: The form should be filled complete in all respect and all necessary documents should be furnished Without which request for registration is liable to be cancelled.

We reserve the right to consider or reject the request without assigning any reason. The registration shall not bind HSL/SSL for placement of any order/ business

AGREEMENT

This AGREEMENT made at Jaipur on this.....day of,20 .

Between

Sambhar Salts Limited, a company incorporated under the Company's Act, 1956, having its Corporate Office at B-427, Pradhan Marg, Malviya Nagar, Jaipur 302017 in the state of Rajasthan, hereinafter called the "Company" which expression shall, unless repugnant to the context or of the meaning thereof, as deemed to include the Company's lawful successors, administrators and assigns of the one part.

And

M/S(Name of CSA/SUPER STOCKIST/DISTRIBUTOR) hereinafter called the "Consignee Selling Agent"/ "CSA"/ SUPER STOCKIST / DISTRIBUTOR which expression shall, unless repugnant to the context or of the meaning thereof be deemed to include, the lawful successors, administrators and assignee of the other part.

Whereas the company invited offers by publishing NIT in various News Papers, appeared on -----for appointing CSA /SUPER STOCKIST / DISTRIBUTOR in all the states of India, for marketing Company's products in the area for which appointment as CSA/SUPER STOCKIST/ DISTRIBUTOR is made.

Accordingly M/S, has submitted their offer for seeking appointment as CSA/SUPERSTOCKIST/ DISTRIBUTOR for Accordingly M/S, was called for further negotiations in the matter on and discussed the terms & conditions of the appointment as CSA / SUPER STOCKIST. After detailed discussions, the following terms & conditions are agreed by both the parties, as under:-

1. That M/S has been appointed as Consignee Selling Agent/SUPER STOCKIST f/ DISTRIBUTOR or the district/state of for the period of one year from to.....
2. That CSA/SUPER STOCKIST / DISTRIBUTOR shall place order on Company to supply its products and remit the cost in advance, along with supply order.
3. The company shall provide its products at CSA's/SUPER STOCKIST/ DISTRIBUTOR authorized Godowns on delivered basis. CSA/SUPER STOCKIST / DISTRIBUTOR shall intimate the place i.e. Godown address, at which stocks are to be maintained.
4. The company shall provide its products at duly notified prices. The company shall notify the prices of all products and shall inform to the CSA/SUPER STOCKIST/ DISTRIBUTOR, in advance. The prices of products are to be charged as applicable on the date of supply.
5. That CSA/SUPERSTOCKIST/ DISTRIBUTOR if so wish and derive may appoint Distributor/ Dealers in its territory at its own costs and consequences, as per requirement and CSA/SUPER STOCKIST/ DISTRIBUTOR shall only be responsible for their omission or commissions, without any obligation on SSL.

6. The CSA/SUPER STOCKIST shall appoint marketing wing and shall pay the remuneration by their own without any liability on SSL.
7. The SSL shall fix and inform target for CSA/SUPER STOCKIST / DISTRIBUTOR minimum target of quantity in a month and shall ensure to achieve the target, so fixed. The performance shall be examined on quarterly basis.
8. The performance of CSA/SUPER STOCKIST/DIRECTIBUTOR shall be judged on the quantum of business, periodically and accordingly further continuance shall be decided by the Company. Looking to performance, the period of appointment as CSA/SUPER STOCKIST / DISTRIBUTOR shall be extended or curtailed.
9. The CSA/SUPER STOCKIST/ DISTRIBUTOR shall submit the Performance Bank Guarantee for Rs.------(i.e. for the amount, which shall not be less than the selling price of targeted quantity of one months), for the successful completion of contract.
10. That CSA/SUPER STOCKIST should ensure that the products are not sold at the price above MRP of the product.
11. That CSA's/SUPER STOCKIST's profit of margin as well as remuneration to marketing executives, 2nd leg transportation, Godown's expenditure etc., have been suitably included in the prices. CSA/SUPER STOCKIST / DISTRIBUTOR shall ensure that the company should keep the uniform pricing policy and as such the prices shall be notified in advance for selling the products to retailers as well as to the consumers.
12. The terms and conditions notified along with NIT and acceptance as well as offer submitted by SSL shall fix and inform target for CSA/SUPER STOCKIST / DISTRIBUTOR, shall be deemed to form and be read and construed as part of this Agreement.
13. The SSL can terminate this agreement by giving one month notice without assigning any reason but it shall not be at the will of CSA/ SUPER STOCKIST/ DISTRIBUTOR .

IN WITNESS whereof the parties here to have caused this Agreement to be executed on the day and year first above written.

Any alteration amendment or change of this agreement will be valid only if agreed to between the company and CSA/SUPER STOCKIST/ DISTRIBUTOR , in writing.

For and on behalf of the company
CSA/SUPER STOCKIST/ DISTRIBUTOR

For and on behalf of the

Witness

1.

2.

Witness

1.

2.

'---Ooo---