



# Sambhar Salts Limited

(A Government Enterprise)

CIN: U14220RJ1964GOI001188

Registered Office: G-229, Sitapura Industrial Area, Pin- 302022 Jaipur (Rajasthan)

Phone: 01412771879 Fax: 01412771449

Unit : Sambhar Lake, Pin-303604, Dist.- Jaipur (Rajasthan)

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## TERMS & CONDITIONS

### FOR APPOINTMENT OF CONSIGNEE SELLING AGENT/ SUPER STOCKIST/ DISTRIBUTOR/ DEALER

#### 1. INTRODUCTION :

Sambhar Salts Ltd is a subsidiary company of Hindustan Salts Limited (Govt. of India Enterprise) and having its registered office at Jaipur. Sambhar Salts Limited is having large production area at Sambhar/Gudha/Nawa and is premier manufacturer of industrial and edible salt. Company intends to engage capable parties as **CONSIGNEE SELLING AGENT (C.S.A.) / SUPER STOCKIST / DISTRIBUTOR / DEALER etc. for sale industrial / edible salt.**

**Company will assess the marketing and financial capability of interested parties before engaging them with company as CONSIGNEE SELLING AGENT (C.S.A.) / SUPER STOCKIST / DISTRIBUTOR / DEALER etc.**

#### 2. SCOPE OF WORK:

Company 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/DEALER** for marketing and sale of Company's products in the territory authorized.

Company will set the target for sale of its Products during the contract for each territory allotted for each Agency. Agencies are required to submit the offers in writing to the parties with full information of the products including quantity, specifications, delivery schedule and packing.

On appointment as C.S.A. / SUPER STOCKIST / DISTRIBUTOR / DEALER etc. of the Company, Agency shall be authorized to procure the orders for 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 for supply from our Nawa Salt Refinery, Nawa /Gudha Salt Refinery, Gudha/ Process Salt Plant, Sambhar Lake.

The acceptance of order will be subject to availability of said product and priority of delivery at producing unit 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.

#### 2. TERRITORY:

Agency will be allotted the area as mentioned in letter of appointment as CSA / SUPER STOCKIST / DISTRIBUTOR/DEALER etc..Agency 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 Agency will have no objection if these parties approach and lift the products directly from us. Further on getting the direct orders from the

Government Company /Association, SSL may sell the same directly or through Agency at its discretion as per feasibility and Agency will have no objection in the same.

Once a territory is allocated to a Agency then all orders other than existing parties and Government / PSU orders will be executed through the said Agency only.

Company at its discretion may support the Agency through marketing/ advertisement efforts at its end for development of said territory as per requirement.

**3. RE-STRUCTURE OF TERRITORY**

The Company (SSL) has full rights to restructure the territory as and when required. SSL has full right to increase numbers of CSA/ SUPER STOCKIST / DISTRIBUTOR/ DEALER etc. based on the performance of Agency and amount of expected sale in said territory.

**4. APPOINTMENT OF CONSIGNEE SELLING AGENT / SUPER STOCKIST / DISTRIBUTOR**

It would be at liberty of Agency to appoint distributor/ agents as per convenience and requirement of area. Agency 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.

**5. PRODUCTS:**

SSL will offer best quality products manufactured by them. Before approaching to any parties Agency may collect the specifications and relevant technical information of the products for the convince the parties. The list of products manufactured by company currently are as follows, the the same shall be updated from time to time and Agency may also be provided with new products for sales and marketing of same in their territory:

- 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 Iodized 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 newly introduced "SS Salt", "SAMBHAR SALT", "Bharat Salt" Brands or any other consumer packing likely to be launched by the company in future.

**7. QUANTITY:**

Agency will be given targeted quantity for the territory allotted based on potential of territory as estimated by company.

All the supplies will be governed by the government policies. The orders would be booked as per permissible carrying load of transportation vehicle.

**8. DELIVERY:**

The delivery of material shall be affected as early as possible depending upon the availability of salt. Company shall make all efforts to adhere agreed delivery schedule, however no late delivery charges shall be applicable on company.

9. **TRANSPORTATION:**  
Material will provided Ex. Works Nawa Salt Refinery, Nawa / Gudha Salt Refinery, Gudha / PSP Plant, Sambhar Lake and loading of material in transportation vehicle is responsibility of company, however transportation of material outside company's premises will be in the scope of Agency.
10. **PRICES:**  
Company shall offer the products on prevailing rates / mutually agreed fixed from time to time keeping in view the market trend. The Price list shall be provided to the Agency from time to time upon updation of the same.  
All other expenses like Arrangement of Godown, Marketing, Transportation outside company premises etc. are in the scope of Agency only.  
Presently no tax is applicable on salt. In case the Government levies any tax/duties, the same will be made applicable accordingly. Agency 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 Demand Drafts or any Electronic mode.
12. **COMMISSION / MARGIN:**  
Agency shall sell product to final customer in territory allotted in highest rates as possible and may offer the commission / margin to CSA / SUPER STOCKIST / DISTRIBUTOR/SUPER STOCKIST/ DISTRIBUTOR /DEALER etc.appointed by them.
13. **PERFORMANCE SECURITY 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, Rs 10,000/- (Rs Ten Thousand only) for Distributor and DEALER for Rs.5000/- (Rs. Five Thousand)** as PERFORMANCE SECURITY in form of Demand Draft / FDR in favour of Sambhar Salts Limited, Jaipur payable at Jaipur and shall be kept with the company for the due performance of the appointment. This performance security will be refunded upon issue of certificate for satisfactory performance by Head (Marketing) and completion of contract period. This Security Deposit will bear no interest.
14. **CERTIFICATION OF QUALITY:**  
SSL will provide the analysis report for each truck confirming that material dispatched is having required specifications.
15. **PERIOD OF CONTRACT:**  
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 and no other Agency shall be appointed for said territory allocated for the said territory by company during the extended contract period. In case of unsatisfactory performance of this agreement SSL will have the right to set aside this agreement 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. **DIFFERENCES OR DISPUTES**
- 16.1 MUTUAL SETTLEMENT OF DISPUTES**  
Except where otherwise provided for in the agreement, all disputes shall in the first place be resolved through mutual discussions, negotiations, deliberations and consultations associating senior executives /nominees of both the parties to dispute.
- 16.2 CONCILIATION**
- If the efforts to resolve all or any of the disputes through mutual settlement fail, such disputes shall be referred to the sole conciliator to be appointed by the Company under the Arbitration and Conciliation Act, 1996.
  - The settlement agreement shall be final and binding on the parties. The settlement agreement shall have the same status and effect of an arbitration award.

### **16.3 ARBITRATION:**

- If the efforts to resolve all or any of the disputes through conciliation fail, such disputes shall be referred to the sole Arbitrator to be appointed by the Chairman-cum-Managing Director, Hindustan/Sambhar Salts Limited. There shall be no objection by the "C.S.A./SUPER STOCKIST/ DISTRIBUTOR/DEALER etc." if the sole Arbitrator so appointed is an employee of Company. In case the Arbitrator so appointed is unable to act for any reason, Chairman & Managing Director, Hindustan/ Sambhar Salts Limited, in the event of such inability, shall appoint another person to act as an Arbitrator in accordance with the terms of the agreement. Such persons shall be entitled to proceed with reference from the stages at which it was left incomplete by his predecessor.
- Subject to the afore stated conditions, the provisions of the Arbitration and Conciliation Act,1996 or any statutory modification or re- enactment thereof and the rules made there under and for the time being in force shall apply to the conciliation and arbitration proceedings under this clause.
- Pending resolution of disputes and differences, the work shall continue without hindrance as per schedule and shall not be either slowed down or stopped. If the work is slowed down or stopped during the period of dispute, the "C.S.A./SUPER STOCKIST/ DISTRIBUTOR" shall be responsible for the loss of work /production or delays and any loss sustained by Company due to such actions by the "C.S.A./SUPER STOCKIST/ DISTRIBUTOR ", shall be made good by the "C.S.A./SUPER STOCKIST/ DISTRIBUTOR ".
- The Arbitrator may from time to time, with the consent of all parties, extend the time in making the award.
- 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.

### **17. JURISDICTION**

All actions under law or suits arising out of or in connection with this agreement or the subject matter thereof whether as to construction or otherwise shall be instituted in court of competent jurisdiction at Jaipur in the State of Rajasthan, India.

### **18. FORCE MAJEURE**

In case either of parties fail, to full fill, in time, then, respective obligation of agreement owing to future event beyond their control like Acts of God (including fire, flood, earthquake, storm, hurricane or other natural disaster), war, invasion, act of foreign enemies, hostilities, civil war, rebellion, from time to time for performance of such obligation/responsibility shall automatically extended for the period of force majeure. Provided force majeure is established & one party shall inform to the other party for such occurrence but no one party shall blame other party and claim by the Party due to force majeure condition, & both parties mutually agree to further course of action.

### **19. RECESSION AND CANCELLATION OF AGREEMENT**

If any technical or legal complication arises through statutory agencies or any other reason during the period of agreement then agreement shall be terminated by the company at its discretion by giving seven days' notice to the C.S.A./SUPER STOCKIST/ DISTRIBUTOR and C.S.A./SUPER STOCKIST/ DISTRIBUTOR/DEALER etc. shall not claim any damages for such cancellation of agreement.

### **20. NON-SUBLETTING OF AGREEMENT**

The C.S.A./SUPER STOCKIST/ DISTRIBUTOR are barred from any sub-letting/sub-allocation of contract of any nature.

All the terms & conditions are accepted

For & on behalf of

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**SAMBHAR SALTS LIMITED**  
(A Government Enterprise)  
**Subsidiary of : Hindustan Salts Limited.**  
G-229, Sitapura Industrial Area, JAIPUR-302022.  
Tel 0141-2771879 Fax: 0141-2771449  
Email : [marketing@indiansalt.com](mailto:marketing@indiansalt.com)  
Website: [www.indiansalt.com](http://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/DEALER

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 G-229, Sitapura Industrial Area, Jaipur 302022 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 agreement.
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, 2<sup>nd</sup> 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.