

Issued to

Cost of document Rs.600/-
(Non-transferable)

TAMIL NADU SALT CORPORATION LIMITED

(A Government of Tamil Nadu Enterprise)

Regd. Office: LLA Building, 735, Anna Salai, Chennai – 600 002

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Production Unit: Mariyur Valinokkam Salt Complex,

Valinokkam, Ramnad 623 528

Phone: +91-04576-262227, +91-4576-262 224,

Application for the appointment of Statewise Carrying and Forwarding Agent :
Double Fortified Salt (Iron & Iodine)/Iodised Crystal Salt/Refined Free Flow
Iodised Salt

(Last date for receipt of application is upto 5.00 PM on 10.12.2014

Notification No.17/FS/2014

1. Name and designation of the applicant :
& Organization (In Block letters)
 - (a) Residential address of the :
applicant
Telephone No. :
Office :
Residence :
E-mail :
2. Nature of the organization : Proprietary/Partnership/Limited CO.,
3. In case of Proprietary concern :
 - (a) Name of the Proprietor :
 - (b) Father's Name/Husband's Name :
 - (c) Age and permanent address :
4. In the case of partnership firm :
 - a. Name and address of each Partner
and Father/Husband name of each
partner (A copy of the partnership
deed should be attached)
 - 1)
 - 2)
 - 3)
 - 4)

5. At present dealing (selling) with what product? :
- (a) Are you already a dealer in salt. : Yes / No
- (b) Present monthly sales of Salt :
And other items. Show separately.
6. Turnover for the past 3 years (Support with documentary evidence) :
7. Name and address of the Bankers :
8. (a) Sales Tax/VAT Registration No. & Jurisdiction (State) :
- (b) PAN No. :
- (c) CST No. :
9. Details and full address of sales Depots and godown where you propose to stock the Salt :

Sl. No.	Address of the godown	Capacity of the Godown to store salt	Whether owned / rented

10. To which district you require Carrying and Forwarding Agentship? :
11. Sales net work indicating sales executive persons for marketing

12. How much of Fortified Salt/you can sell per month :

13. **Documents to be enclosed**

(i) Financial soundness to be obtained from the Bank or solvency certificate :

(ii) Two to three years experience in consumer products :

(iii) Copy of latest Income Tax Return filed or copy of balance sheet if available :

:

I/We certify that the particulars furnished by me/us are correct to the best of my/our knowledge, I/We have gone through your terms and conditions attached and we agreed to abide by the same. I/We enclose herewith financial soundness and liquidity status from the Banker.

Full Name and
Signature of the Applicant
with seal

Place :

Date :

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**TERMS AND CONDITIONS FOR SALE OF DOUBLE FORTIFIED
SALT (IRON & IODINE)/IODISED CRYSTAL SALT/REFINED
FREE FLOW IODISED SALT)**

1. GODOWN FACILITIES

- a) The Carrying and Forwarding Agent shall have a godown of his own or a lease of the godown for the contracted period with a minimum capacity of 200 sq.ft. storage for storing not less than 200 tons of salt at a time.
- b) In or near the godown there shall not be any toxic items like urea, pesticides, cement, etc., along with Double Fortified Salt (Iron & Iodine)/Iodised Crystal Salt/Refined Free Flow Iodised Salt which may be pernicious or may impair the quality of the Double Fortified Salt (Iron & Iodine)/Iodised Crystal Salt/ Refined Free Flow Iodised Salt. Preferably the Carrying and Forwarding Agent shall insure the godown with the stored Double Fortified Salt (Iron & Iodine)/Iodised Crystal Salt/ Refined Free Flow Iodised Salt.
- c) When TNSC deliver Double Fortified Salt (Iron & Iodine) / Iodised Crystal Salt/ Refined Free Flow Iodised Salt, the Carrying and Forwarding Agent shall at his own cost unload the stock **AND DELIVER TO THE RETAILER BY HIS OWN ARRANGEMENT.**
- d) The Carrying and Forwarding Agent agrees to keep the Godown always free from any kind of risk to the quality of Double Fortified Salt (Iron & Iodine) / Iodised Crystal Salt/ Refined Free Flow Iodised Salt.

2. PAYMENT

The Carrying and Forwarding agent should take delivery of salt by issuing Post Dated Cheque for the quantity of Salt required by the agent, Tamil Nadu Salt Corporation will present the Cheque to the bank 15 days from the date of invoice for collection..

3. SECURITY DEPOSIT

- a) The selected Carrying and Forwarding Agent shall submit a DD for Rs. 10,000/-, in favour of Tamil Nadu Salt Corporation Limited payable at Chennai towards Security Deposit. In addition to this the Carrying and Forwarding agent shall furnish additional security deposit of Rs.1,00,000 in the form of Bank Gaurantee and thus the total security deposit will be Rs.1,10,000.
- b) The Security Deposit will not carry any interest.
- c) The Security Deposit shall be refunded on closure of the Carrying and Forwarding Agent ship, subject to the provisions of the contract.
- d) If the Carrying and Forwarding Agent violates any terms and conditions, the Corporation shall forfeit the Security Deposit in full. The damage caused, due to violation of these terms & conditions shall be assessed by the Corporation and their decision in that regard is final.

4. SALES NETWORK

The Carrying and Forwarding Agent shall have proper sales network with adequate number of sales personnel and achieve the target given by the Corporation.

5. DISCRETION OF THE CORPORATION

- a) Tamil Nadu Salt Corporation Limited will be at liberty to cancel any order placed by the Carrying and Forwarding Agents at its sole discretion and without assigning any reason therefor and the Corporation shall not be liable for any loss or damage which the Carrying and Forwarding Agents may suffer as a result of such cancellation.
- b) The Carrying and Forwarding Agent shall enter into agreement with the Corporation and the Agreement shall be for one year, renewable by the Corporation, on mutually agreed terms.
- c) The TNSC shall have the right of terminating the agreement without assigning any reasons and reserves the right to add or delete or modify or substitute the terms and conditions as circumstances warrant.

6. APPOINTMENT OF RETAILERS

- (a) The Carrying and Forwarding Agent may appoint retailers within the jurisdiction, for which the Dealership is given, for the purpose of augmenting the sale of Double Fortified Salt (Iron & Iodine)/Iodised Crystal Salt/ Refined Free Flow Iodised Salt and the commission payable as per the norms
- (b) The Corporation shall set targets for the Carrying and Forwarding Agent for sales and the Carrying and Forwarding Agent shall not only achieve the target, but exceed the same.
- (c) It is the intention of the Government and the Corporation to make available this highly qualitative Double Fortified Salt (Iron & Iodine)/Iodised Crystal Salt/Refined Free Flow Iodised Salt to the public, at a fair price and towards this end, the Carrying and Forwarding Agent and the Retailers appointed by the Carrying and Forwarding Agent should fully cooperate and ensure that the above objective is genuinely realized.
- (d) The Carrying and Forwarding Agent shall gather the market intelligence and communicate to the Corporation periodically.

7. TAX STRUCTURE

At present there is no VAT for salt. However, in case the Carrying and Forwarding Agent become liable to pay any Sales Tax /VAT or any other Taxes levies on the sale of salt manufactured by the Corporation, the same shall be borne by the Carrying and Forwarding Agent and no claim on this account shall, under any circumstances, be made against the Corporation.

8. DELIVERY – ISSUES

TNSC will not be liable for any delay, partial dispatch as against the indented quantity, or failure to supply which may be caused by reason of or on account of or to be contingent upon an act of God or the State's enemies, plague, famine, pestilence or epidemic, sickness, earthquakes, fires, storms or lock out or workmen shortage, stoppage of labour, break down of or accident to machinery or plant or Railways restrictions or the failure on the part of the Railways to supply wagons or failure of the forwarding Agents, shortage of coal, power cut or power interruption, bags or other materials required for the purpose of manufacturing or packing Fortified Salt or due to any reason which is beyond the control of the Corporation and which directly or indirectly affects the performance of the contract.

9. CONTROLLING MEASURES

In case of any fraudulent method or act by the Carrying and Forwarding Agent or his Retailers in order to earn abnormal profits and or adulteration of the product, the Carrying and Forwarding Agentship is liable to be cancelled and

such action as deemed fit will be taken against such Carrying and Forwarding Agent regarding which the decision of the Corporation will be final. Salt shall be sold by the Carrying and Forwarding Agent and the retailers in the same condition as was supplied by the Corporation, without alteration of the package and without changes in the contents.

10. ADVERTISEMENT AND PUBLICITY

The Carrying and Forwarding Agent shall put up a display board in front his/their shop/godown and note daily the number/quantity of Double Fortified Salt (Iron & Iodine)/Iodised Crystal Salt/ Refined Free Flow Iodised Salt in stock and the retail price per bag.

11. MAINTENANCE OF ACCOUNTS

The Carrying and Forwarding Agent shall maintain stock register showing receipts, sale and closing balance, bill books and other accounts in respect of the sale of Fortified Salt. The record shall be produced for inspection whenever demanded by the officials of Tamil Nadu Salt Corporation Limited.

12. INSTRUCTIONS

The Carrying and Forwarding Agent shall abide by all the instructions that will be issued by the Corporation from time to time.

13. CONFORMITY WITH PERFORMANCE

If performance of the Carrying and Forwarding Agent is found not satisfactory, the order of appointment of Carrying and Forwarding Agent will be liable for cancellation without any prior notice. In such case the Carrying and Forwarding Agent will not be entitled to make any claim alleging loss or damage.

14. NOT ASSIGNABLE

- A) The benefits under this agreement shall not be assignable to any other person.
- B) This agreement does not in any event confer on the Wholesaler or any person claiming through him any right to continue or renew the Carrying and Forwarding Agentship or employment or any other form or benefit from TNSC

15. DISPUTE SETTLEMENT

Any dispute BETWEEN THE TNSC AND Carrying and Forwarding Agent shall be resolved by having recourse to the provisions of the Arbitration

Conciliation Act. The arbitrator shall be nominated by the MD of the TNSC and both the parties shall abide by the decision of the Arbitrator.

16. The contract for sales of Double Fortified Salt (Iron & Iodine)/Iodised Crystal Salt/Refined Free Flow Iodised Salt by the Company shall be deemed to have been made at Chennai and all claims there under are payable in Chennai and it is a distinct condition of the contract that no suit or action against that Company would lie in any Court, other than the Court situated in the City of Chennai.
17. The Carrying and Forwarding Agent shall execute an agreement with TNSC within 15 days from the date of receipt of order in a Stamp Paper valued Rs.100/- in the format prescribed by TNSC.
18. The Corporation may add or delete or modify or substitute terms and conditions as the circumstances warrant.
19. This agreement will be in force for one year. The Corporation may renew the agreement, on mutually agreed terms.
20. Either Party may terminate the agreement on giving one month's notice.

Managing Director

AGREEMENT

This Agreement entered into this ___ day of _____ 2014 at Chennai, between Tamil Nadu Salt Corporation Limited represented by its MD hereinafter called “the Corporation”, for brevity, which term would include the successors, or assigns or legal representatives, forming the FIRST PART

AND

represented by Thiru _____, MD/ Proprietor/Managing Partner, hereinafter called the “Carrying and Forwarding Agent” which term would include their successors, or assigns or legal heirs or legal representatives, forming the SECOND PART, witnesseth as under:

Whereas the Corporation, with the intention of widening the market of Double Fortified Salt (Iron & Iodine)/Refined Free Flow Iodised Salt had advertised calling for applications for the appointment of Carrying and Forwarding Agents in each state of India.

Whereas the Carrying and Forwarding Agent had approached the Corporation stating that the Carrying and Forwarding Agent had adequate Godown facility and are in sound financial position to pay Cash for supply of Double Fortified Salt (Iron & Iodine)/Refined Free Flow Iodised Salt) by the Corporation and having all the accomplishments, as required by the Corporation and requested for appointing them as Carrying and Forwarding Agent for the _____ State,

Whereas the Carrying and Forwarding Agent assured the Corporation that in case they are appointed as Carrying and Forwarding Agent for the _____ states, they would appoint Retailers within that state paying stipulated commission to the Retailers and

Whereas the Corporation relying on their assurances, accepted their offer. Now both the parties set out the agreed terms and conditions as below:

TERMS AND CONDITIONS:

1. The Corporation hereby appoints the Second Party as Carrying and Forwarding Agent for _____ state, for selling Double Fortified Salt Double Fortified Salt (Iron & Iodine)/Refined Free Flow Iodised Salt) within that state
2. The Carrying and Forwarding Agent agrees to have an adequate godown at _____, with a minimum of ____ sq. ft. for storing not less than 200 tonnes of Double Fortified Salt Double Fortified Salt (Iron & Iodine)/Refined Free Flow Iodised Salt) at a time.
3. The Carrying and Forwarding Agent undertakes that his godown is hygienic enough to store the Double Fortified Salt Double Fortified Salt (Iron & Iodine)/Refined Free Flow Iodised Salt) and is bereft of toxicants like Urea or other chemicals or cement etc. which may pollute or impair the quality of Double Fortified Salt Double Fortified Salt (Iron & Iodine)/Refined Free Flow Iodised Salt). The Carrying and Forwarding Agent also assures that there will not be any pollutants, referred to above in the immediate vicinity of their Godown.

4. The Carrying and Forwarding Agent agrees to keep the Godown always free from any kind of risk to the quality of Double Fortified Salt (Iron & Iodine)/ Refined Free Flow Iodised Salt).
5. The Carrying and Forwarding Agent agrees to insure the Godown with the minimum stock of 200 tonnes of Double Fortified Salt (Iron & Iodine)/ Refined Free Flow Iodised Salt).
6. The Carrying and Forwarding Agent vouchsafes that he is of sound financial position with liquidity, to pay at any point of time minimum of Rs. ___ for buying the Double Fortified Salt (Iron & Iodine)/Refined Free Flow Iodised Salt) from the Corporation. The Carrying and Forwarding Agent undertakes to furnish a Certificate from the Bank regarding the Carrying and Forwarding Agents' liquidity.
7. The Carrying and Forwarding Agent assures that he is having sales network with adequate number of sales personnel.
8. The Carrying and Forwarding Agent will appoint Retailers within the Districts of _____, for augmenting sales and would pay the Retailer the commission as per the terms and conditions.
9. The Carrying and Forwarding Agent undertakes not to tamper the package of Double Fortified Salt (Iron & Iodine)/Refined Free Flow Iodised Salt) nor would allow the Salt in any way polluted or adulterated. He also undertakes to ensure that the Retailers in his jurisdiction would not resort to the above wrongful practices.
10. The Carrying and Forwarding Agent deposited a sum of Rs.10,000/- as security Deposit, which is refundable to him on expiry of the Contract or on termination of the same as per this agreement. The Security Deposit will not carry any interest.
11. The Carrying and Forwarding Agent agrees that for any violation of the terms and conditions herein, the Corporation will forfeit the Security Deposit in full. Whether there is any violation by the Carrying and Forwarding Agent in that regard, causing damage or losses to the corporation, is purely a matter to be decided by the Corporation.
12. The Carrying and Forwarding Agent shall send a DD in favour of Tamil Nadu Salt Corporation Limited, payable at Chennai towards the price of the indented quantity of the Double Fortified Salt (Iron & Iodine)/Refined Free Flow Iodised Salt) while placing the Order for procuring the same from the Corporation.
13. The Corporation will dispatch the indented Double Fortified Salt (Iron & Iodine)/Refined Free Flow Iodised Salt) to the Carrying and Forwarding Agent's godown on receipt of the DD. It is the responsibility of the Carrying and Forwarding Agent to unload the consignment at their cost in their godown.
14. The Corporation will be at liberty to cancel any order placed by the Carrying and Forwarding Agent at its sole discretion, without assigning any reason therefor and the Corporation shall not be liable for any loss or damage which the Carrying and Forwarding Agent may suffer as a result of such cancellation.
15. At present there is no VAT for salt. However, in case the Carrying and Forwarding Agent is liable to pay any Sales Tax/ VAT or any other Taxes levies on the sale of salt manufactured by the Corporation, the same shall be borne by the Carrying and Forwarding Agent and no claim on this account shall, under any circumstances, be made against the Corporation.

16. The Corporation will not be liable for any delay, partial dispatch as against the indented quantity, or failure to supply which may be caused by reason of or on account of or to be contingent upon an act of God or the State's enemies, plague, famine, pestilence or epidemic, sickness, earthquakes, fires, storms or lock out or workmen shortage, stoppage of labour, break down of or accident to machinery or plant or Railways restrictions or the failure on the part of the Railways to supply wagons or failure of the forwarding Agents, shortage of coal, power cut or power interruption or shortage of bags or other materials required for the purpose of manufacturing and packing Double Fortified Salt (Iron & Iodine)/Refined Free Flow Iodised Salt) or due to any reason which is beyond the control of the Corporation and which directly or indirectly affects the performance of the contract. In such event the Carrying and Forwarding Agent shall have no claim whatsoever against the Corporation towards loss or damage, if any, the Carrying and Forwarding Agent may suffer.
17. The Corporation shall set targets for the Carrying and Forwarding Agent for sales and the Carrying and Forwarding Agent shall not only achieve the target, but exceed the same.
18. It is the intention of the Government and the Corporation to make available this highly qualitative Double Fortified Salt (Iron & Iodine)/Refined Free Flow Iodised Salt) to the public, at a fair price and towards that end the Carrying and Forwarding Agent and the Retailers appointed by the Carrying and Forwarding Agent should fully cooperate and ensure that the above objective is genuinely realized.
19. (a) In case of any fraudulent method or act by the Carrying and Forwarding Agent or his Retailers in order to earn abnormal profits and or adulteration of the product, the Carrying and Forwarding Agentship is liable to be cancelled and such action as deemed fit will be taken against the Carrying and Forwarding Agent regarding which the decision of the Corporation will be final.
- (b) Salt shall be sold by the Carrying and Forwarding Agent and the Retailers in the same condition as is received from the Corporation, without alteration of the package and without changes in contents.
20. The Carrying and Forwarding Agent should put up a display board in front his/their shop/godown and note daily the number/quantity of Double Fortified Salt (Iron & Iodine)/Refined Free Flow Iodised Salt) in stock and the retail price per bag.
21. The Carrying and Forwarding Agent should maintain stock register showing receipts, sale and closing balance, bill books and other accounts in respect of the sale of Double Fortified Salt (Iron & Iodine)/Refined Free Flow Iodised Salt). The record should be produced for inspection whenever demanded by the officials of Tamil Nadu Salt Corporation Limited.
22. The Carrying and Forwarding Agent agrees to furnish to the Corporation monthly return of purchase and Sale of Double Fortified Salt (Iron & Iodine)/ Refined Free Flow Iodised Salt) by him.
23. The Carrying and Forwarding Agent shall gather the market intelligence and communicate to the Corporation periodically.
24. The Carrying and Forwarding Agent should abide by all the instructions that will be issued by the Corporation from time to time.
25. If performance of the Carrying and Forwarding Agent is found not satisfactory, the order of appointment of the Carrying and Forwarding

Agent will be liable for cancellation without any prior notice. In such case the Carrying and Forwarding Agent will not be entitled to make any claim alleging loss or damage.

- 26. The benefits under this agreement shall not be assignable to any other person.
- 27. Carrying and Forwarding Agent does not in any event confer on himself or any person claiming through him any right to continue or renew the Carrying and Forwarding Agentship or employment or any other form of benefit from the Corporation.
- 28. The Corporation may terminate this contract, if it finds any violation by the Carrying and Forwarding Agent of the terms and conditions herein, without giving prior notice. This is in addition to the right of the Corporation to forfeit the security deposit, in full and to the right of the Corporation to claim damages from the Carrying and Forwarding Agent, under law if the deposited amount is inadequate to satisfy the claim on account of the damage or loss caused to the corporation on account of violation by the Carrying and Forwarding Agent.
- 29. The Corporation may add or delete or modify or substitute terms and conditions as the circumstances warrant.
- 30. This agreement will be in force for One year. The Corporation may renew the agreement, on mutually agreed terms.
- 31. Either Party may terminate the agreement on giving one month's notice.
- 32. Any disputes BETWEEN THE CORPORATION AND Carrying and Forwarding Agent shall be resolved by having recourse to the provisions under the Arbitration and Conciliation Act. The Arbitrator shall be nominated by the MD/CMD of the Corporation and both the parties shall abide by the decision of the Arbitrator.
- 33. All contract for sales of Double Fortified Salt (Iron & Iodine)/Refined Free Flow Iodised Salt) by the Corporation shall be deemed to have been made at Chennai and all claims there under are payable in Chennai and it is a distinct agreed condition that no suit or action against the Corporation would lie, in any Court, other than the Court situated in the City of Chennai.

Both the Parities having fully understood the above terms and conditions put in their signature hereunder, this _____ day of _____, 2013 at Chennai

CARRYING AND FORWARDING AGENT

THE CORPORATION

Witnesses:

Witnesses:

1.

1.

2.

2.