

KERALA SIDCO LIMITED
(A Government of Kerala Undertaking)
Housing Board Buildings, Santhinagar, Thiruvananthapuram-1
APPOINTMENT OF SUB DEALERS

No.RMD(10)/ SRMB/SD/08

Dt: 30.12.2008

Kerala SIDCO invites applications from interested parties for appointment as Sub-Dealers in all the Districts for sale of SRMB brand products and other materials. Application forms will be received from Head, Raw Materials Division, Kerala SIDCO Ltd, Kochi- 20, up to 31.03.2009. For further details please contact: Ph.No.0484-2205651/ 2204297 and Email: sidcogm@gmail.com.

Sd/-
Managing Director

Appointment of Sub Dealer for sale of SRMB products and other materials.

Kerala SIDCO has joined hands with M/S SRMB Udyog Limited, Kolkata for supply of their products, which include mainly TMT Bars, conforming to Fe500 and Fe 415 Grades and also corrosion resistant brand of SRMB AZAR, which has ZINGA coating on its surface.

We are now planning to appoint sub dealers for supply of these products in the 14 Districts in Kerala and are inviting applications.

Interested parties may write with full details, in the Application form appended, to the Head, RM Division. More details can be had from the office of the Head, R.M. Division, Ernakulam, whose address and contact numbers are given below.

Head, R.M. Division, Kerala SIDCO Limited, Gandhinagar, Kochi-20.

Phone. Office – 0484 2204297, 2205651

Fax-0484- 2205077

Email-sidcogm@gmail.com

Selected candidates will be required to pay an amount of Rs. One Lakh, towards Security Deposit. No interest will be paid for the Security Deposit.

If the performance of the Sub- Dealer is not found satisfactory and their working is seen against the interest of the Corporation, the Sub- dealership will be cancelled with out notice. Any amount due to the Corporation will be recovered from the Security Deposit and the account will be closed.

Other items for supply under the Sub- dealership will be incorporated later, considering the requirement and on mutually agreed terms.

Sd/-
Managing Director.

KERALA SIDCO LIMITED
RAW MATERIALS DIVISION, KOCHI- 20.

APPLICATION FOR APPOINTMENT AS SUB-DEALER

1. Name of Appicant :

2. Address with Phone No. :
Fax No., e-mail etc.

3. Location :

4. Details of building :
 - i) No.
 - ii) Area
 - iii) Whether concrete or not

5. Details of godown :
 - i) No.
 - ii) Area
 - iii) Whether concrete or not

6. Details of Yard :
 - i) Survey No.
 - ii) Area
 - iii) Nature of land

8. Items intended to handle : Steel materials like TMT Bars
Fe415, Fe500, AZAR grade
Angles, Channels, etc and other materials

9. In the case of Partnership firm, :
furnish the name of Mg. Partner

10. Experience if any in handling :
Steel materials

11. Name & Full address of Bank and :

Bank Certificate regarding credibility:

14. Whether doing any other business :
If yes, give details & Turnover
15. Latest I.T. Certificate, if any :
16. Latest KVAT Registration Certificate :
17. Whether any liability to any :
Financial Institution-
If so furnish details
18. Whether prepared to supply other :
materials also.
19. Any other information which is ;
Considered to be relevant.

DECLARATION

I/We hereby declare that the information furnished above are true and if I/we are selected as a Sub- Dealer of Kerala SIDCO Ltd. we will perform the duties/functions strictly, as per the rules and regulations prescribed for the same and as per direction from the authorities. We also undertake that we will not be a party in making any harm to the business and good will of the Corporation and any damage and loss happens due to any default on our part we agree to compensate the same.

Place:
Date :

Signature of the Applicant:

Name of Applicant:

(Office seal)

30.12.2008

AGREEMENT

Sub- dealership for supply of Materials

This Agreement is signed on this the.....day of 2008, between M/S Kerala Small Industries Development Corporation Limited., Housing Board Buildings, Santhinagar, Thiruvananthapuram, PIN.695001, represented by Sri., the..... (Designation), herein after called the Corporation, on the one part and

M/S,, represented by Sri., the (Designation) herein after called the Sub- dealer on the other part.

The Corporation, vide Advertisement No.datedinvited applications from parties who are interested to work as a sub- dealer of the Corporation for supply of the products of SRMB Udyog Limited- TMT bars, Structural, etc and other materials. In response to the same M/Ssubmitted Application , with their full details and expressed willingness to work as Sub- dealer of the Corporation.

Based on the same and subsequent discussions, this Agreement is signed between the two parties, on the following terms and conditions.

1. General.

- a. The party will work as a Sub- Dealer of the Corporation for sales of materials supplied by the Corporation.
- b. The Sub-dealer hereby **agrees to sale/ market** the materials as per the terms and conditions agreed to between them.
- c. The area of operation will be

2. Maintaining of Quality of Materials.

The Sub- Dealer hereby agrees that they will **supply the materials as supplied by the corporation, in the quality, without making any room for complaint against the Corporation.**

3. Materials.

- a. At present the material range include the SRMB brand steel products- TMT bars, Angles, Channels etc, C.R.Sheets and other steel materials, HDF/MDF/Particle Boards, Aluminium materials, etc.

- b. During the tenure of the Agreement other materials will be included, after mutual discussions.
- c. During the tenure of this Agreement the Sub- Dealer will not do any business of similar materials. Also if they have to deal with other materials, which are not supplied by the Corporation, the Sub- Dealer will have to objection permission from the Corporation for it. In that case the Corporation will have the right to accept or reject the request, considering it's interest.

4. Price.

- a. The Corporation will supply materials to the Sub- Dealer at a special price, compared to the price at which they sell materials to other customers. And the Sub- dealer will have the liberty to sell materials at their price.
- b. The Corporation will **intimate the price details** of the materials and other conditions, to the Sub- Dealer in advance.
- c. The Corporation will **pass on to the Sub- Dealer the discounts and allowances**, if any, at the time of supply itself.

5. Discounts.

- a. For Advance payment Cash Discount will be allowed at the time of remittance of advance itself.
- b. Quantity Discount will be allowed as per agreed terms.

6. Payment.

- a. The sale of the material will be against confirmed order by the Sub-dealer
- b. Payment has to be made in advance or through revolving L/C.
- c. If the payments are be made by A/C payee cheque, material will be supplied only after clearance of the Cheque.

7. Supply.

- a. For supply of materials the Sub- Dealer **will submit Purchase Order** to the Corporation and the corporation will supply materials, within a period of 7 days or within a time limit agreed to between the two parties, while placing Purchase Order.
- b. The Corporation will supply materials as per request of the Sub-Dealer **to their yard or at the site of their customers, through their**

Suppliers, at the rate agreed to by them on or before the due date for supply indicated in the Purchase Order

- c. In the case of direct supply, the representative of the Sub- Dealer should be present at the site and should ensure the quality and quantity of the materials supplied.
- d. The Corporation will **issue bills (in triplicate)** against supply of materials to the Sub- Dealer from it's Raw Material Division office, in Kochi (or from their Sub-offices, as the case may be).

8. Marketing Assistance.

The Corporation will arrange to render **marketing assistance and Training, if any required**, to the Sub- Dealer, through their main Suppliers, based on their conditions of supply for that particular material.

9. Quality Complaints.

- d. The Sub- Dealer agrees to take **all responsibilities with respect to any complaints** arising out of the supplies with respect to quality and quantity of the products sold by them.
- e. However the Corporation will take their responsibility with respect to the quality of the products supplied by them from their Suppliers.
- c. In the case of **damaged or poor quality items supplied by the Corporation's Supplier**, if any, the Corporation will take steps to take them back at their own risk and cost, on intimation from the Sub-Dealer. However complaints should be reported in writing with in three days on receipt of the materials.

10. Control.

All the transactions between the Sub- Dealer and the Corporation will **be routed through the Raw Material Division** of the Corporation, in Kochi.

11. Changes in the Agreement

The changes in the Agreement will be made only on mutually agreed written terms.

12. Defaults.

- a. If the Sub- Dealer defaults in the sale of the items correctly and promptly as above which in turn affects the Corporation, the

Corporation is at liberty to cancel the Agreement and the Sub-Dealership, giving Seven days notice to the party.

- b. In such case the loss sustained by the Corporation will be recovered from the Security Deposit remitted by the Sub- Dealer or by any means including invoking the provisions under RR Act.

13. Period.

- c. The period of this contract will be **one year from the date of execution of this agreement**, which can be further extended if both the parties agree for the same.
- d. The **Corporation reserves the right to terminate this contract** at any time for breach of any of the terms of this contract, giving notice to the party and the registration of the Sub- Dealer will be cancelled.

14. Disputes.

- a. Any disputes and differences if any arising out of this contract will be settled under **arbitration by a mutually agreed arbitrator. The venue of all Arbitration proceedings will be at Ernakulam and the language will be English.**
- b. All disputes arising out of this contract shall be subject to the **Jurisdiction of the Courts at Ernakulam.**

In witness whereof Sri. _____, the supplier and Sri. _____, the purchaser has here unto set their hands the day and year first above written.

Signed by _____ (Supplier)

In the presence of witnesses:

- 1. _____ 2. _____
- 2. _____

Signed by Sri. _____ (Purchaser)

In the presence of witnesses:

- 1. _____ 2. _____