

***EXPRESSION OF INTEREST (EOI)***

**HINDUSTAN SALTS LIMITED**

(A Government of India Enterprise)

B-427 Pradhan Marg, Malviya Nagar, JAIPUR-302017

Company intends to appoint Marketing Consultant for registration of Company's Iodized edible salt in 1kg. & ½kg. packets to the Defence. Persons having 5 years or more experience in the field of supply of Food products to Defence will be preferred. Interested parties may submit their profile on or before 25<sup>th</sup> December 2009.

**Detail Terms & conditions are given below.**

***TERMS AND CONDITIONS FOR APPOINTMENT OF MARKETING CONSULTANT FOR REGISTRATION OF COMPANY'S SALT WITH DEFENCE.***

**1. SCOPE OF WORK:**

The marketing Consultant will be responsible for the registration of Company's edible Iodised salt with the Defence. On registration, he will be responsible for generation of business from the respective agencies, monitoring the supply, sale of the product and realization of the money.

**2. AUTHORISED TERRITORY:**

Entire Defense supplies in India.

**3. PRODUCTS:**

Initially the registration will be for 1 Kg. & ½ kg. Iodised Edible salt. However, the product range may increase in future.

**4. MONTHLY TARGET OF LIFTING:**

The monthly target of lifting of salt is to be assessed and would be fixed mutually. The target committed is to be completed on monthly basis and performance would be reviewed on quarterly basis.

**5. SUPPLY OF SALT:**

The salt supply will be arranged by the company as per the demand from the agencies.

**6. RATES OF SUPPLY:**

Company shall supply the salt at the notified prices to the agencies.

**7. TRANSPORTATION OF SALT:**

Transportation of salt will be arranged by the company.

## **8. CERTIFICATION OF QUALITY:**

Company will provide the analysis report of the product supplied.

## **9. EARNEST MONEY DEPOSIT:**

The appointed Marketing Consultant will be required to deposit EMD for Rs. 50,000/- with the Company.

## **10. PAYMENT TERMS:**

Payment for registration will be made only after successful registration of the Company with respective agencies.

## **11. TERM OF APPOINTMENT:**

Initially the appointed as Marketing Consultant will be for the period of one year which may be extended or curtailed at the discretion of the management.

## **12. FORCE-MAJEURE:**

The above contract shall be subject to the force majeure conditions.

## **13. 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, Hindustan 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 or 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 the 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 decide.
- f) Notwithstanding any dispute between the parties, Supplier shall not be 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.

#### **14. JURISDICTION:**

In case of any disputes, which remained unresolved in arbitration proceedings shall be referred in the appropriate court at Jaipur (Rajasthan) only.