



**STEEL AUTHORITY OF INDIA LIMITED  
SALEM STEEL PLANT, SALEM- 636013**

**AUTHORIZED DISTRIBUTORSHIP FOR SSP VALUE ADDED PRODUCT**

Ref. no.: SAIL-SSP/Mktg/AD/Advt/2023-24/2

Date: 17/08/2023

SAIL-Salem Steel Plant invites separate applications from bonafide, resourceful experienced and financially capable entities for

**SAIL-SSP Authorized Distributors for Stainless steel utensils, kitchenware, tableware and other Fabricated Structures**

Application forms may be downloaded from SAIL tenders website, <https://sailtenders.co.in/>. Duly filled in Application forms along with the Application fee, EMD and required documents may be submitted at the offices as specified in the Instructions to Applicants.

**Application submission due date: 06<sup>th</sup> September 2023; 1600Hrs (IST)**

Any Extension of Due Date of Submission of Application or Change in Scope/ Corrigendum etc. shall be available only on [www.sailtenders.co.in](http://www.sailtenders.co.in). Hence, prospective applicants are requested to regularly visit/ log on to the website for any updates.

In-charge VAP, Marketing Department,  
SAIL – Salem Steel Plant.

Contact Email id: [ssp.mkthq@sail.in](mailto:ssp.mkthq@sail.in) ; Phone no. 0427 – 238 2812 / 238 2238

***There's a little bit of SAIL in everybody's life***



# स्टील अथॉरिटी ऑफ इण्डिया लिमिटेड STEEL AUTHORITY OF INDIA LIMITED

(A Government of India Enterprise)

## SALEM STEEL PLANT

SALEM – 636 013

**Authorized distributorship of SAIL-SSP for the purpose of Selling/Marketing the converted Stainless Steel Utensils, Kitchenware, Tableware and other fabricated Structures.**

### INSTRUCTIONS TO APPLICANTS

**Ref. no.: SAIL-SSP/Mktg/AD/Advt/2023-24/2**

**Date: 17/08/2023**

1. This document provides instructions to applicants for the appointment of **Authorized distributorship of SAIL-SSP for the purpose of Selling/Marketing the converted Stainless Steel Utensils, Kitchenware, Tableware and other fabricated Structures.**
2. The Documents contains the following:-
  - Annexure: APPLICATION FORM
  - Annexure: CHECK LIST
  - Annexure: TERMS & CONDITIONS
  - Annexure: BANK DETAILS OF SAIL-SSP
  - Annexure: PRODUCT RANGE OF SAIL-SSP
  - Annexure: INSTRUCTIONS TO THE APPLICANT
  - Annexure: DRAFT AGREEMENT BETWEEN SAIL-SSP & AUTHORIZED DISTRIBUTOR
  - Annexure: STANDARD FORMAT FOR CONTRACT BETWEEN AUTHORIZED DISTRIBUTOR AND DEALER
3. The terms and conditions, scope of work, requirements, payment terms, basic eligibility criteria, evaluation criteria, etc. are detailed in the above mentioned Annexures and forms a part of this document.
4. **Application Fee:** Application forms will be sold by the associated Branch Sales Office /Marketing office, SAIL-SSP, and is priced at Rs.500/- per form. The application form can also be downloaded from SAIL website , in which case the cost of the application form shall be paid through Demand Draft/ Bank transfer-RTGS, NEFT, etc. at the time of submission of the application.
5. **Earnest Money Deposit:** EMD of Rs. 1,00,000 shall be paid online (Electronic Funds Transfer (RTGS/NEFT) to Salem Steel Plant's Bank account and proof of the EMD deposit shall be attached with the Application form.
6. **Bidding Procedures**

#### **A. SUBMISSION OF APPLICATION:**

Eligible and Interested parties may fill the application form and the check list as mentioned in Annexures. The application form duly completed in all respects and along with necessary

enclosures and terms & condition sought from SAIL-SSP shall be submitted in a sealed cover, superscribed “**Application for appointment of SAIL-SSP Authorized Distributors (VAP)**” through Post/ Courier/ by Hand at the following address.

**General Manager (Marketing)**  
**Marketing Department, Admin Building,**  
**STEEL AUTHORITY OF INDIA LIMITED**  
**SALEM STEEL PLANT,**  
**SALEM – 636013**  
**Contact: 9443232063 / 8986875299**

#### **B. APPLICATION DUE DATE**

- The application must reach the above mentioned Office by  
**Due Date & Time: 06<sup>th</sup> September 2023, 1600 Hours IST**  
(Quotation/Offer received after Due Date & Time shall be Rejected)
- Any Extension of Due Date of Submission of Application or Change in Scope/ Corrigendum etc. shall be available only on [www.sailtenders.co.in](http://www.sailtenders.co.in). Hence, prospective applicants are requested to regularly visit/ log on to the website for any updates.

#### **C. PRE- BID MEETING**

- A non-mandatory, pre-bid meeting is organized on so as to have a better communication of the Tender terms, Conversion norms etc. with the bidders.
- The pre-bid conference is planned to be held on **30.08.2023 (Wednesday) at 11.00AM** in a hybrid mode.
- Bidders interested to participate, can attend the meeting at Admin Building of Salem Steel Plant in person or through zoom meeting in the below mentioned Zoom meeting id/link.
- **Topic:** PRE BID MEETING - DISTRIBUTOR SHIP FOR KITCHEN WARE PRODUCTS
- **Time:** Aug 30, 2023 11:00 AM
- **Join Zoom Meeting**  
**Link:** <https://zoom.us/j/99616006448?pwd=M25W0XRtTVJ6VWFkZ0ZMVHV1V1BnUT09>  
**Meeting ID:** 996 1600 6448  
**Passcode:** 287812

#### **7. CONTACT DETAILS:**

- In case of any queries regarding the Appointment of SAIL-SSP Authorized Distributors (VAP) the following executives may be contacted.
  - A. Sanjay Kumar Nair, General Manager (Marketing) & RM , (Addln. Charge of VAP)  
Mob no: 94432 32063  
E-mail: [sknair@sail.in](mailto:sknair@sail.in)
  - B. Arul Ram M, Manager (Marketing)  
Mob no: 89868 75299  
E-mail: [arulram@sail.in](mailto:arulram@sail.in)

## Contents

Annexure: APPLICATION FORM .....	5
Annexure: CHECK LIST.....	7
Annexure: TERMS & CONDITIONS .....	8
Annexure: BANK DETAILS OF SAIL-SSP.....	22
Annexure: PRODUCT RANGE OF SAIL-SSP .....	23
Annexure: INSTRUCTIONS TO THE APPLICANT .....	24
Annexure: O.M No.2/5/2017-E.II(B) dtd 07/07/2017.....	25
Annexure: DRAFT AGREEMENT BETWEEN SAIL-SSP & AUTHORIZED DISTRIBUTOR .....	27
Annexure: STANDARD FORMAT FOR CONTRACT BETWEEN DISTRIBUTOR AND DEALER .....	34

## **Annexure: APPLICATION FORM**

**Application for SAIL-SSP Authorized distributors for stainless steel utensils, kitchenware, tableware and other Fabricated Structures to be manufactured / converted by SAIL-Salem Steel Plant, Salem**

1. Name of the Applicant/Firm/Company:
2. Status of the Applicant: Individual/Firm/Company / Others (specify):
3. Type of Organisation (in case of Firm/Company)  
(Proprietary/Partnership/Private Ltd. Co. /Public Ltd. Co. /Co-operative):
4. Address:
5. Contact details
  - a) Telephone No. :
  - b) FAX No. :
  - c) Mobile No.
  - d) E-mail id:

6. Contact Person:
  - a) Name:
  - b) Designation:
  - c) Details of Partners/ Directors  
Name and Address
    - 1.
    - 2.

(Please enclose copy of Partnership Deed/ Memorandum and Articles of Association/proof of proprietorship and company registration details with latest Balance Sheet and P&L Statement)

7. GSTIN :

8. Financial Data:

a Nature of business (Manufacturing/Trading/others –please specify)

b. Type of products handled (if in trading)

c. Annual Turn-over (In Lacs of Rs.): < ----- Preceding Five Financial years ----- >

\_\_\_\_\_

d. Total equity capital or investment in Business (if any): (Rs./Lacs)

e. Banker's name, address, Tel nos, Email address:  
(Banker's reference is to be enclosed)

f. Present outstanding, if any, with SAIL (Rs. lacs)

g. Net profit (In Lacs of Rs.): < ----- Preceding Five Financial years ----- >  
\_\_\_\_\_

9. Infrastructure & Service Facilities:

- a) Office/Sales counter:
  - i) Own/Rented (duration of rent)
  - ii) Area in Sft.
  - iii) Address
  
- b) Warehouse: Covered Area - floor space (if any)
  - i) Own/Rented (duration of rent)
  - ii) Storage area Area (in Sft)
  - iii) Address
  
- c) Details of dealer network / branches / outlets (if any)  
(Location & Addresses)
  
- d) No. of people employed:
  - i) Sales/Office staff
  - ii) Labour

11. Market Data:

- a) Areas/Towns covered in existing business:
- b) Present business activities:
- c) Existing Authorized distributorships:

12. Application data:

- a) Proposed Off-take per Month of SAIL SS utensils, kitchenware & tableware product by value in Rs (lakhs) ::
- b) For which area / location you are applying for Authorized distributorship ::
- c) Any other information you wish to provided :( *Additional sheets may be used if needed*)

I/We have gone through the terms and conditions contained in (i) Instructions to Applicants, (ii) Terms and Conditions and (ii) Draft Agreement for appointment of SAIL-SSP's Authorized distributors and accord my/our acceptance of the same.

I/We declare that the information given above is true and correct. I/We are interested in taking SAIL Authorized distributorship as per the business outlined in the document.

Place :

Signature with Seal

Date :

Note:

1. *This application form should be accompanied by a covering letter in the applicant's (firm / company) letter head indicating interest in taking up SAIL-SSP Authorized distributorship for SAIL-SSP products.*

*SAIL-SSP at its discretion may choose to visit to your address to verify the details furnished.*

## Annexure: CHECK LIST

SI NO	PARAMETERS
1	Application Duly Filled in all respect – Signed and Sealed
2	Application Fee – Rs. 500 as per Terms & Conditions
3	EMD – Rs. 1,00,000 as per the Terms & Conditions
4	All pages of the Instruction to Applicant, Terms and Conditions and Draft Agreement duly signed as acceptance to Distributorship policy.
5	All documents/references pertaining to Eligibility Criteria and Selection Criteria as mentioned in Terms and Conditions (To name a few as mentioned below) <ul style="list-style-type: none"><li>• Partnership deed/Memorandum and Articles of Association.</li><li>• Company Registration documents.</li><li>• Audited Balance Sheet and P&amp;L statement for the Preceding Five Financial years</li><li>• Bankers reference</li><li>• Proof of ownership(owned/leased/rented etc.) for the office space.</li></ul>
6	Photographs of Office space and near locality.

## Annexure: TERMS & CONDITIONS

### Terms & Conditions for Authorized distributorship of SAIL-SSP for the purpose of Selling/Marketing the converted Stainless Steel Utensils, Kitchenware, Tableware and other fabricated Structures.

#### 1.0 PREAMBLE

The demand for stainless steel kitchenware products is growing steadily in India. "Salem Stainless" utensils are one of the top household brands as they are made of Austenitic 304 Grade in appropriate gauge. SAIL-Salem Steel Plant shall continue to position its products at the topmost quality segment. There is need to increase sales of all Value Added Products (VAP) to take advantage of excellent brand positioning of 'Salem Stainless' as well as to earn higher contribution. The distributorship program offers a very attractive opportunity and business proposition to interested parties.

To start with, one Authorized Distributor shall be appointed in each state. Authorized Distributors can appoint Dealers in consultation with SAIL-SSP. The Authorized Distributor shall be responsible for sales as per agreed off take. The distributor shall also be key member for SAIL-SSP's "Digital Marketing" initiative. If required, the orders received through e-commerce platform shall be directed to the nearest distributor for servicing the same within scheduled time.

#### 2.0 PRODUCTS UNDER THE SCHEME

- a. The products covered under the scheme are **Stainless Steel Utensils, Kitchenware Tableware and other fabricated structures (referred hereafter as SSP's VAP) to be manufactured / converted by SAIL-Salem Steel Plant, Salem.** Indicative list of such items is placed in Annexure- Product Range of SSP.

#### 3.0 AGREED OFF-TAKE:

- a. The Authorized Distributor shall agree for a minimum off-take of SAIL-SSP value added products under the scheme for Rs. 5.00 (FIVE) lakhs per month. Authorized Distributors need to sell SSP's VAP as per Annexure-Product Range of SSP, preferably as packaged items or Combination Sets. However if there is a bulk requirement of individual item(s) (loose items of the packaged sets), the same can be indented from SAIL-SSP for distribution / sale through their network. The appointed Authorized Distributor shall be given a period of 6 months to reach monthly target level and thereafter maintain the same.
- b. The agreed off-take shall be indicated in the LOI/ agreement drawn under the Scheme. The off-take of Authorized Distributors shall be monitored ever quarter and if for any reason the committed sale/off-take for the quarter is not achieved, the Authorized Distributor shall endeavor to achieve target and the backlog sales/off-take during the next quarter. If the



Authorized Distributor fails to achieve the stipulated volume of sales, the same shall be explained to SAIL-SSP with proper justification seeking condonation/ extension of time.

- c. The Authorized Distributor shall plan well in advance, procure from SAIL-SSP and stock all the material required for the sales during a month.

#### **4.0 PRICE & PAYMENT TERMS:**

- a. SAIL-SSP Authorized Distributor shall purchase materials under the scheme at prices notified by SAIL-SSP from time to time against advance payment. Materials will be delivered by SAIL-SSP to the premises of the SAIL-SSP Authorized Distributor/Location indicated by them. Freight will be borne by SSP.
- b. For direct sales by the SAIL-SSP Authorized Distributor and sales effected through his network (dealers) to the customer, SAIL-SSP shall fix a Maximum Retail Price (MRP) inclusive of taxes. The MRP of Stainless Kitchenware, apart from being notified, shall also be printed/affixed on each product. SAIL-SSP Authorized Distributors shall be obliged to ensure this and charge prices within MRP to the customers.
- c. In addition, the SAIL-SSP Authorized Distributor shall also ensure that MRP as applicable from time to time and as indicated by SAIL-SSP is displayed at their showroom and at dealer's premises and on the products.
- d. Any legal dispute arising out of non-compliance of sales within MRP, non-display of MRP and associated financial and non-financial implication shall be the sole responsibility of Authorized Distributor. No reference for resolution shall be entertained by SAIL-SSP.

#### **5.0 AUTHORIZED DISTRIBUTOR-DEALER PRICING & CRITERIA:**

- a. The Authorized Distributor may appoint Dealers in the Jurisdiction allotted to him in consultation with SAIL-SSP. The Authorized Distributor shall be given a discount of approximately 35% from the MRP. The dealer shall be given a minimum discount of 20% from MRP by the Authorized distributor.

For Example: If the MRP is Rs. 100, the Authorized distributor will get the product from SAIL-SSP at approximately Rs. 65. The Dealer will get the product at maximum of Rs.80 from the Authorized Distributor.

- b. Authorized Distributor shall inform SAIL-SSP prior to appointing dealer in their jurisdiction and get concurrence from SAIL-SSP. Once Authorized Distributor appoints dealer, a certificate will be issued to the dealer by SAIL-SSP. SAIL-SSP can also directly terminate the dealership in the following circumstances.
  - Adverse customer feedback.
  - Instances of sales at prices higher than MRP.

- Unsatisfactory performance in any other respect and acts detrimental to the interest of SAIL.
- c. In case any complaint on higher pricing to dealer is received against an Authorized Distributor and if it is proven, the distributorship will be revoked with immediate effect and they shall be barred from Distributorship for a period of 3 years.

## **6.0 OPERATION OF SAIL-SSP's RETAIL SHOPPE [COMPANY OWNED]**

- a. In selected cities (Ranchi (Jharkhand), Bokaro (Jharkhand), Rourkela (Orissa), Bhilai (Chattisgarh), Durgapur (West Bengal), Burnpur (West Bengal) and any other cities) SAIL-SSP is planning to open Retail outlets for marketing/sales of Salem SS Kitchenware. SAIL-SPP at its own discretion may allot the shoppe to the Authorized Distributor for day to day operations. Upon such allotment, Authorized Distributor in those states shall run the SAIL-SSP's shoppe in those cities as per the terms and conditions made by SAIL-SSP.
- b. In the SAIL-SSP's company owned retail outlet, the retail showroom space will be constructed by SAIL-SSP. No other items, other than SAIL- SALEM STAINLESS products can be stocked/sold at company owned outlet. The Authorized Distributor upon allotment will be required to pay a nominal rent of Rs. 1000 per annum to SAIL-SSP, for operating the Company Owned outlet in consideration of which the allottee shall provide the following discounts.
- 15% discount on MRP for SAIL Employees.
  - 10% discount on MRP for General Public.
- c. These shoppes shall be run on consignment agent basis with invoicing by SSP system. The allottee shall be given necessary authorization to operate the system. The following is the modus of consignment agent system.
- i. SAIL-SSP will hand over the designated store to the allottee. Functioning of the outlet, Invoicing and other statutory requirements for operating the retail outlet shall be in the scope of the distributor and the distributor has to fulfill the same. Payment of other charges like Electricity, Water, Security, House Keeping, Maintenance, Insurance etc. shall be on account of the allottee.
  - ii. The allottee has to mandatorily provide a 10% discount on MRP for General Public and 15% discount on MRP for SAIL Employees.
  - iii. The Shoppe shall run on consignment agent basis and the allottee has to provide security deposit (in the form of BG/DD/Money transfer) of Rs. 5 Lakhs. This acts as the Security for the products taken into custody by the Distributor for sale in the outlet. This SD shall be returned to Distributor on completion of the tenure.
  - iv. Material will be replenished to the allottee at SS shoppes based on payment received and for maximum value of Rs. 5 lakhs.

- v. Daily Sales report in the prescribed format and Monthly VAP stock statement of the Shoppe has to be submitted by the allottee to SAIL-SSP.
- vi. SAIL-SSP's PC based program will be provided by SSP for generating invoices. The sales data in the specified format shall be provided at regular intervals to SAIL-SSP, Salem for uploading in GST portal.
- vii. Invoice will be raised in the name of SAIL and amount will be credited to SAIL's specified account.
- viii. Payment to the allottees will be made every month by the way of credit note/ RTGS. At the end of each month, a credit note / RTGS payment amounting to the difference between the Selling Price (without GST) and Distributor Price (without GST) shall be issued to the allottee.
- ix. All sale records have to be maintained by the allottee and they have to submit their bills every month to claim credit note. The allottee may take SAIL-SSP's products against the Credit note or seek refund.
- x. All counter sales including institutional sales shall be undertaken by the Distributor, However enquiries requiring participation in tender/ requiring customized solutions shall be forwarded to SAIL-SSP, Salem office for further action.
- xi. Insurance of the products at the shoppe, any other statutory taxes, levies shall be on account of the allottee.
- xii. The allottee shall be responsible for all damages and breakages caused to the shoppe and its fittings due to his negligence.
- xiii. SAIL-SSP reserves the right to cancel the allotment on account of any default by the allottee. Upon termination/completion of tenure, the allottee shall hand over possession of the shoppe to SAIL-SSP with all fittings, fixtures in proper order before leaving the shoppe and settle all dues in respect of rent, water, electricity or any other dues that may be payable by allottee. The shoppe shall be handed over to SAIL-SSP in the original condition as it was taken in custody by allottee.
- xiv. Separate agreement shall be entered with the allottee, wherein detailed terms and conditions shall be mentioned.

## **7.0 PERFORMANCE:**

In order to motivate the achievers towards better performance in future, depending on the overall targets vis-a-vis the performance by the Authorized Distributors, they may be suitably recognized/ rewarded.

## **8.0 EARNEST MONEY DEPOSIT (EMD) and SECURITY DEPOSIT (SD):**

- a. The Applicants shall deposit EMD of Rs 1,00,000/- (One Lakh Rupees). EMD shall be paid online (Electronic Funds Transfer (RTGS/NEFT) to Salem Steel Plant's Bank account along with application. SAIL-SSP's Bank details are attached at Annexure – SSP Bank Details.
- b. The Proof of EMD paid (transaction id/Reference/UTR no) details shall be enclosed along with the application form.
- c. Upon finalization of Authorized Distributorship, EMD of the unsuccessful applicants shall be returned back to such applicants. The EMD deposited by successful applicants (Authorized Distributors) will be converted into security deposit. No interest shall accrue on the amount of EMD.
- d. In case the Authorized Distributor's Distributorship is terminated for the reasons mentioned in the Termination clause, their security deposit shall be forfeited at the discretion of SAIL-SSP's management.
- e. Upon completion of Distributorship period, the security deposit shall be returned to respective Authorized Distributors. No interest shall be payable on the security deposit.

#### **9.0 ELIGIBILITY CRITERIA**

- a. As a minimum qualifying criterion, **the applicant should possess an office cum showroom space in a prominent commercial hub in the state/states for which the person is applying.**
- b. The bidder
  - (i) Should have minimum average annual turnover of Rs.50.00 lakhs during last FIVE financial years ending 31-03-2023 for applying for one state and multiples of Rs. 50 Lakhs for applying for more than one state.
  - (ii) Should agree to run retail outlet (shoppe) of SAIL-SSP at selected cities in their respective states, if allotted to them.

***Note: The applicant shall submit the details of their past experience along with copy of relevant documents including audited accounts along with UDIN number of the respective financial years in support of their meeting the above stipulated requirements. In case of current assessment year's Financial statement not readily available (not filed), the previous 5 years excluding the current assessment year's Financial statement will be considered. The applicant shall provide the proof of ownership/rent or lease agreement/ NOC/or any other relevant document for Office cum showroom space for the state/states which the applicant is applying for.***

#### **10.0 TERRITORIAL JURISDICTION:**

- a. SAIL-SSP shall fix a territorial jurisdiction at the time of appointment, within which the Authorized Distributor shall operate his network of dealers and expand his sale. The

Authorized Distributor through his network shall cater to the small/tiny demands of user/consumers within the territorial jurisdiction assigned to the Authorized Distributor. To start with, there shall be one Authorized Distributor for One State/Union Territory of India. However, SAIL-SSP shall also have the right to appoint more than one Authorized Distributor in any location/area if warranted with suitable conditions for non-conflicting operations. SAIL-SSP shall also retain the right to sell directly within such jurisdictions.

- b. Applicant can apply for one state or for multiple states. However, the applicant has to prove their eligibility in each of the states that they are applying for so as to get the distributorship. In case an applicant submits applications for more than one state, he will be considered for allotment of distributorship only for the state in which he is fulfilling the eligibility criteria.

For each state, separate application with separate EMD shall be submitted.

- c. **Evaluation:** In case, there is multiple participation for a particular state/union territory, the selection criteria for appointment of Authorized Distributor for the particular state/union territory shall be factor-based on the following selection criteria. This is the selection criteria for multiple application for a particular state. The basic eligibility criteria shall be as mentioned in clause-“Eligibility Criteria”

Bidders will be evaluated on following parameters.

Sr. No.	Description	Weightage (Maximum Marks)
1.	Financial Capabilities	40
2.	Capability to provide Infrastructure and Warehouse	30
3.	Business Acumen and Experience in Stainless Steel business	15
4.	Professional Expertise (By Interview, based on Testimonials and road map envisioned)	15
Total		100

**i. Financial Capabilities: ( Total marks 40)**

It has two parts

- A. Turnover (Total marks 30)
- B. Profitability (Total marks 10)

**1. Turnover ( Total Marks – 30 )**

- The average turnover for previous 3 financial years ending on 31-03-2023 shall be considered. In this regard applicants have to submit audited accounts with UDIN certificate of preceding 3 financial years.
- The marks for average turnover shall be as mentioned below.

Average Turnover (Rs.)	Marks
Above Rs. 2 Crores	30
Above Rs. 1 Crore and upto 2 Crores	20
Above Rs. 50 Lakhs and upto 1 Crore	10

**2. Profitability: (Total marks -10)**

- Profitability is the essence of business soundness. Consistency in profitability depicts capability in utilization of resources. The previous 3 financial year ending on 31-03-2023 will be considered for the allocation of marks in profitability clause.
- The applicant enterprise having consistent profitability (Positive net profit/PAT) for last 3 years for each year will be given 10 marks.
  - For Positive Net profit in any 2 years will be given 7 marks.
  - For Positive Net profit in any 1 year will be given 4 marks.

*In case of current assessment year's Financial statement not readily available (not filed), the previous 3 years excluding the current assessment year's Financial statement will be considered.*

**ii. Capability to provide Infrastructure and other facilities: ( Total marks 30)**

**1. Ownership of the Showroom. (Marks: 5)**

For the Ownership of the Showroom the marks shall be as mentioned below

Ownership	Marks
Owned	5
Leased/Rented	3

**2. Location of the Showroom. (Marks: 20)**

For the classification of Cities/Towns, Annexure to O.M No.2/5/2017-E.II(B) dtd 07/07/2017 attached herewith shall be applicable.

Classification of Cities	Marks
X	20
Y	10
Z	5

**3. Size of the showroom and the marks allotted to them (Marks: 5)**

Floor area of the showroom	Marks
500 Sq. ft. and above	5
250 Sq. ft. upto 500Sq.ft	3
Less than 250 Sq. ft.	1

**iii. Business Acumen and Experience in Stainless Steel business: (Total Marks: 15)**

The applicants with Stainless steel Utensils/Kitchenware experience shall be given preference.

Business Acumen & Experience	Marks
Applicant currently in Stainless Steel Utensil Business	15

Applicant currently in Sales Utensils other than Stainless Steel	10
Any other Retail Business	5

To confirm the experience in Stainless Steel/Utensils other than SS/Retail Business, the bidder has to provide sales GST invoices worth more than Rs. 24 Lakhs in the last one year (prior to the date of invitation of tender)

**iv. Professional Expertise (By Interview, Testimonials and road map envisioned) (Total Marks – 15)**

Marks would be awarded based on application details / road map envisioned / leading questions with regard to earlier handling of business as well as response to specific situations related to queries as under:

- Knowledge of local Utensils market : 5
- Quality of Business Plan/road map submitted: 5
- Skills of managing distribution business: 5

**v. Final selection :**

The final selection shall be based on the sum of all the categories mentioned above. The applicant with maximum marks scores shall be awarded the Distributorship.

- In case of tie, the tenderer who has scored more marks in **Financial Capabilities** will be placed above others.
- In case **Financial Capabilities** marks are same, then more marks in **Capability to provide Infrastructure and other facilities** will be placed above others.
- In case even **Capability to provide Infrastructure and other facilities** marks also are same, then the applicant who has scored more marks in **Business Acumen and Experience in Stainless Steel business** will be placed above others.
- In case of further tie, the person with higher turnover in the last Financial year shall be given preference.

**11.0 EXEMPTION TO EXISTING DISTRIBUTORS:**

- a. In order to maintain continuity, the existing distributors may be allowed to continue their distributorship, subject to fulfilling the basic eligibility criteria.
- b. However if any other applicant is being selected for the region in which already existing distributors are in operation, necessary jurisdictional allocation/guidelines for non-conflicting operations shall be advised and a region wise allocation shall be made by SAIL-SSP.

**12.0 TENURE:**

- a. The SAIL-SSP Authorized Distributor shall initially be appointed for a period of five years with provision for review at the end of every financial year. The contract can be extendable by two years at a time beyond the initial five years.

- b. The extension after completion of contract period will be subject to satisfactory performance. Similarly on review, if performance is not found satisfactory, it may lead to termination.

### **13.0 TERMINATION CLAUSE:**

- a. Failures in lifting the agreed off-take by the SAIL-SSP Authorized Distributor for more than six consecutive months (or such extended period approved by SAIL), for reasons not attributable to SAIL-SSP, shall render him liable for termination as Authorized Distributorship. Decision of SAIL-SSP in this matter shall be final.
- b. In addition, SAIL-SSP can also terminate the Distributorship at any time, by serving written notice of 15 days on the SAIL-SSP Authorized Distributor in the following circumstances:
  - Adverse customer feedback.
  - Repeated complaints regarding sales of material outside his assigned jurisdiction.
  - Instances of sales at prices higher than MRP in the process of sale through his network.
  - Unsatisfactory performance in any other respect and acts detrimental to the interest of SAIL.
- c. If Authorized Distributor fails to operate a showroom/earmarked section within 6 months of appointment, their distributorship is liable to be terminated.
- d. In case of termination, the Security Deposit by the Authorized Distributor shall be forfeited.
- e. SAIL-SSP shall however have the right to waive the termination in case genuine/acceptable circumstances are brought out by Authorized Distributors.

### **14.0 QUALITY COMPLAINTS:**

- a. It will be the responsibility of the Authorized Distributor to immediately settle the quality complaints of any customer serviced by them without any delay.
- b. In case of unresolved Quality complaints, SAIL-SSP will attend to those only at Authorized Distributor's premises. However, in exceptional circumstances, SAIL-SSP, at its discretion, may also attend to quality complaints at the premises of dealers/customers.
- c. If the complaint is attributable to quality of material or workmanship, or due to loss or damages during transit to the premises of the SAIL-SSP Authorized Distributor, then the complaint shall be settled by SAIL-SSP based on the merits.

### **15.0 MODALITIES OF PURCHASE:**

The Authorized Distributors shall purchase SSP's VAP directly from Marketing Office, Salem Steel Plant, Salem. The material shall be delivered from the stock point to the premises / destination advised by SAIL-SSP Authorized Distributors. The order booking shall be done normally on a monthly basis and supply of the items to the Authorized Distributors shall be made as per orders booked. However mid month and urgent requirements may be sourced



from SAIL-SSP's Marketing office as and when required and will be delivered, subject to availability.

**16.0 MAINTENANCE OF STOCKS:**

The Authorized Distributor shall maintain stocks of the products at his end or with his dealers so that the products are available to consumers on "Off-the-Shelf" basis. Therefore, the Authorized Distributors may schedule the purchases and place indents on SAIL-SSP well in advance to avoid any stock-out situation. A monthly report on the opening and closing stocks shall be furnished within the first week of the following month.

**17.0 SYSTEM OF SALES REPORT & FEED-BACK:**

- a. The Authorized Distributor shall be required to submit a monthly sales report in specified format. In addition, the Authorized Distributor will be required to furnish the list of dealer(s) dealt with and quantity supplied to them, on a monthly basis to SAIL-SSP.
- b. Any Quality complaints/feedbacks from customer to be reported to SAIL-SSP immediately. Authorized distributor to furnish monthly report in specified format on Quality Control(QC) [opening balance, new QC, Settled, pending ]
- c. Authorized Distributors shall regularly provide feedback on new designs/fast moving products that can be inducted by SAIL-SSP.

**18.0 ADVERTISING & SALES PROMOTION:**

- a. The Authorized Distributor shall be responsible for sales and distribution of SAIL-SSP's VAP products in their respective territory. This includes prospecting customers, making sales promotion, providing customer support, answering customer queries and resolving customer complaints.
- b. The promotion of SAIL-SSP's VAP shall be taken up by SAIL-SSP from time to time. However the Authorized Distributors shall also supplement local promotional efforts in concurrence with SAIL/SSP.
- c. Towards sales promotion efforts, a provision to the extent of 2% of the procurement value (invoice) value of the Authorized Distributor shall be made available to the Authorized Distributor for advertising and sales promotion against proof of expenditure.
- d. Authorized Distributor, however will take prior permission for expenditure and content being used for promotion, if it is not from SAIL-SSP.

**19.0 APPLICATION FORM:**

- a. Application forms will be sold by the associated Branch Sales Office /Marketing office, SAIL-SSP, Salem and will be priced at Rs.500/- per form. The application form can also be downloaded from the website [www.sail.co.in](http://www.sail.co.in), in which case the cost of the application form shall be paid through Demand Draft/ Bank transfer-RTGS, NEFT, etc. at the time of submission of the application. In case of Bank transfer the proof of bank transfer shall be attached with the Application form.

- b. EMD of Rs. 1,00,000 in the mode as mentioned in the EMD clause shall be deposited and proof of the EMD deposit shall be attached with the Application form.
- c. The Application Form along with its Annexures containing, 'Checklist', 'Instructions to Applicants', 'Terms & Conditions' & draft agreement, duly signed in all pages, would constitute the total set to be submitted by the applicants.
- d. Applicant can apply for one state or for multiple states. Applicant shall submit separate application forms for each state that they are applying for along with application fee.
- e. The tenderers must be very careful while submitting their offers. After submitting the offer, they cannot withdraw it. Should the tenderer fail to observe the foregoing stipulation, their EMD is likely to be forfeited.

#### **20.0 E-RETAIL:**

- a. In the context of e-retailing initiative that is being initiated by SAIL-SSP, orders for Salem Stainless Steel Kitchenware products received through the on-line portal shall be serviced either by SAIL-SSP directly or through the Authorized Distributor operating nearest to the customer. In this regard, all the Authorized Distributors shall mandatorily enroll in the online platform developed/to be developed by SAIL-SSP.
- b. In case of order servicing by the Authorized Distributors, the pincode will be taken as reference to arrive at the nearest distributor to service the online order from SAIL-SSP portal.
- c. In case there is no Authorized Distributor for a particular state the online orders from those states shall be serviced by SAIL-SSP itself. On appointment of Regular Authorized Distributor in that area, future orders would automatically be transferred to the appointed Authorized Distributor.
- d. All e-retail orders shall be serviced on priority and suitably packed fit for e-retail sales.

#### **21.0 GENERAL**

- a. On appointment, an agreement containing the various Terms and conditions will be signed between the SAIL-SSP Authorized Distributor and SAIL-SSP.
- b. Applicants seeking SAIL-SSP's Authorized Distributorship shall earmark an entire showroom or specifically dedicated & earmarked sections of their showroom for stocking and sale of SSP's VAP. The showroom/earmarked section of showroom must be operational within 6 months of appointment as an Authorized Distributor.
- c. SAIL-SSP representative shall inspect if necessary, to assess the availability of materials at the premises of the Authorized Distributor from time to time.
- d. SAIL-SSP reserves the right to accept or reject any application and the decision of SAIL-SSP shall be final.
- e. In addition to the above online e-retail platform of SAIL-SSP, all the Authorized Distributors can sell SAIL-Salem Stainless products in any e-commerce platforms on his own name as Authorized Distributor of SAIL- SSP, within the announced MRP Price.
- f. On a general note, the Authorized Distributor,

1. Can participate in any exhibitions with specifically dedicated & earmarked sections for SAIL SALEM STAINLESS Products.
2. Can have any number of own show rooms within his Jurisdiction. One exclusive showroom/ designated area shall be made operational within 6 months of appointment as an Authorized Distributor.
3. Can have any number of dealers within his Jurisdiction. [Distributor shall enter into standard contract as provided by SAIL-SSP. SAIL-SSP shall issue Dealer certificate after fulfilling criteria as per terms of contract.] Dealer shall have designated area within its shop to display “ Salem Stainless Products”
4. Can do export on his own name. Details of such exports shall be reported to SSP on monthly basis. All issues and obligations on export sales shall be managed by the authorized distributor.

In all cases, proper information is to be clearly provided that they are an Authorized Distributor of SAIL, Salem Steel Plant VAP.

**22.0 FOR SALES/MARKETING OF FABRICATED STRUCTURES AND UTENSILS/KITCHENWARE TO INSTITUTIONS/GOVT. DEPARTMENT/ PSU's ETC. :**

- a. The Authorized Distributor can take any orders from institutional customer/Industrial units /MNC's / Govt. Deptts. / PSUs / Co-operative Societies etc. with prior authorization letter from SAIL-SSP (participation in tender/submission of offers). The Authorized Distributor shall quote the rates decided in consultation with SAIL-SSP. The order shall be in the name of SAIL-SSP and the order servicing shall be done by SAIL-SSP.
- b. With a view to avoid situations of conflicting/duplicated customer calls, the Authorized Distributor may interact/deal with institutional customer/Industrial units /MNC's / Govt. Deptts. / PSUs / Co-operative Societies etc. after prior consultation with In-charge of VAP-SSP. The Authorized Distributor may also be required to service such requirements, as would be communicated to him by SAIL-SSP, on a case to case basis.
- c. With a view to incentivize bagging bulk orders through the above agencies, for the orders bagged by the Authorized Distributor, he will be awarded incentive in line with the discount given to dealer viz 20% of the contract value.  
In the case of customized SAIL-SSP's VAP for which MRP is not available (not in SAIL-SSP's regular basket) also, the distributor will be awarded incentive in line with the discount given to dealer viz 20% of the contract value. The incentive shall be paid to the Authorized Distributor by the way of credit note/ RTGS upon realization of complete sales proceeds.
- d. The Authorized Distributor is permitted to quote any tender using the credentials of the SAIL-SSP with prior authorization letter. The Authorized Party shall comply with all applicable laws, regulations, and the tender requirements while using the SAIL-SSP's credentials. SAIL-SSP shall not be held liable for any actions or consequences arising from the Authorized Party's use of its credentials.
- e. The following are guidelines for Authorized Distributors to operate in case of securing orders from institutional customer/Industrial units /MNC's / Govt. Deptts. / PSUs / Co-operative Societies etc. for SAIL-SSP's VAP

**I. Tender Quotations:**

- (i) The Authorized Distributor shall promptly inform SAIL-SSP, hereafter referred to as the “Company”, of any tender opportunities that may arise and seek the Company's approval before submitting a quotation, unless otherwise specified in writing by the Company.
- (ii) The Authorized Distributor shall have the authority to submit tender quotations on behalf of the Company, for projects or contracts related to the distribution or sale of the Company's products within the assigned territory, subject to the following conditions and limitations. If the Authorized distributor is not participating in the tender in his assigned territory, then other Authorized Distributors can participate and the authorization letter shall be issued on first come first serve basis.
- (iii) The Authorized Distributor shall ensure that all tender quotations accurately represent the Company's products, pricing, terms, and conditions as agreed upon with the Company.

**II. Company Approval:**

- (i) The Company reserves the right to review and approve all tender quotations prepared by the Authorized Distributor before their submission to the relevant authorities or organizations.
- (ii) The Authorized Distributor shall provide the Company with all necessary documentation, information, and supporting materials related to the tender quotation for the Company's review and approval.
- (iii) The Company may, at its sole discretion, accept or reject any tender quotation proposed by the Authorized Distributor.

**III. Obligations and Representations:**

- (i) The Authorized Distributor shall act in good faith and in the best interests of the Company when preparing and submitting tender quotations.
- (ii) The Authorized Distributor shall comply with all applicable laws, regulations, and ethical standards governing tender processes.
- (iii) The Authorized Distributor shall not engage in any fraudulent, misleading, or unethical practices when preparing or submitting tender quotations.

**IV. Indemnification:**

- (i) The Authorized Distributor shall not and hold the Company harmless against any claims, losses, damages, costs, or liabilities arising out of or related to the preparation or submission of tender quotations.

**23.0 COMPLIANCE:** The Distributor must comply with all applicable laws and regulations.

**24.0 ILLEGAL GRATIFICATION:**

Any bribes, commissions, gifts or advantage given, promised or offered by or on behalf of the distributor or during the execution of sales with the company for showing or for bearing to show favor or disfavor to any person shall be resulting in cancellation of distributorship/application and their EMD/SD shall be forfeited.

## 25.0 ARBITRATION & CONCILIATION:

- a. **Conciliation:** All disputes or differences whatsoever arising between the parties relating to or arising out of contract, shall be settled first by conciliation in accordance with Rules of Conciliation & Arbitration 2003 of SCOPE Forum of conciliation & Arbitration (available at <https://scopeonline.in/scope-forum-of-conciliation-and-arbitration/>) and the settlements so rendered between the parties in pursuance thereof shall be final and binding on the parties. In case of failures of conciliation, the issue shall be settled as per Arbitration procedure detailed hereafter.
- b. **Arbitration:** Any dispute or difference whatsoever arising between the parties and/or relating to the construction, interpretation, application, meaning, scope, operation or effect of this contract or the validity or the breach thereof, shall be settled by arbitration in accordance with Rules of conciliation & Arbitration 2003 SCOPE Forum of Conciliation & Arbitration (<https://scopeonline.in/scope-forum-of-conciliation-and-arbitration/>) and the award made in pursuance thereof shall be final and binding on the parties. The venue shall be purchaser's premises or as decided by the arbitrator.

## 26.0 SUBMISSION OF APPLICATION:

Eligible and Interested parties may fill the application form and the check list as in Annexure: **Application**. The application form duly completed in all respects and along with necessary enclosures and terms & condition sought from SAIL-SSP shall be submitted in a sealed cover, superscribed "**Application for appointment of Distributors (SS UTENSILS)**" through Post/ Courier/ by Hand at the following address.

**General Manager (Marketing & VAP)  
Marketing Department, Admin Building,  
STEEL AUTHORITY OF INDIA LIMITED  
SALEM STEEL PLANT,  
SALEM - 636013**

## 27.0 CONTACT DETAILS:

1. Sanjay Kumar Nair  
General Manager (Marketing) & RM , (Addln. Charge of VAP)  
Mob no: 94432 32063  
E-mail: sknair@sail.in
2. Arul Ram M  
Manager (Marketing)  
Mob no: 89868 75299  
E-mail: arulram@sail.in

### ADDRESS:

**Marketing Department, Admin Building,  
STEEL AUTHORITY OF INDIA LIMITED  
SALEM STEEL PLANT,  
SALEM – 636013  
Phone: 0427 2382812**

## Annexure: BANK DETAILS OF SAIL-SSP

### BANK DETAILS OF SAIL-SSP

#### BANK DETAILS OF SALEM STEEL PLANT, SALEM 13

- |                            |   |
|----------------------------|---|
| 1. NAME OF BANK            | : STATE BANK OF INDIA                     |
| 2. BRANCH NAME             | : SALEM STEEL PLANT CAMPUS                |
| 3. BRANCH ADDRESS          | : MOHAN NAGAR, SALEM 636 013<br>TAMILNADU |
| 4. BRANCH CITY             | : SALEM                                   |
| 5. BRANCH CODE             | : 05739                                   |
| 6. IFSC CODE               | : SBIN0005739                             |
| 7. BANK ACCOUNT NUMBER     | : 10215486898                             |
| 8. MICR CODE               | : 636002005                               |
| 9. BANK TELEPHONE NUMBER   | : 0427-238-2503                           |
| 10. SWIFT CODE             | : SBININBB300.                            |
| 11. AUTHORISED DEALER CODE | : 0005739-9130431.                        |

कुते भारतीय स्टेट बैंक  
For STATE BANK OF INDIA

मुख्य प्रबंधक, एसएसपी कम्पस  
Chief Manager, SSP Campus, Salem-30.

V. Chandrasekaran  
V 4129



## Annexure: PRODUCT RANGE OF SAIL-SSP

- ITEMS UNDER STAINELSS STEEL KITCHENWARE

SI No	Item Description
1	10 Pc Tope Model Dinner Set (MDS-1)
2	10 Pc Salad Dinner Set (MDS-2)
3	20 Pc Tope Dinner Set (DS-3)
4	20 Pc Salad Dinner Set (DS-4)
5	22 Pc Dinner Set
6	37 Pc Dinner Set (DS-1)
7	51 Pc Dinner Set (DS-2)
8	12 Pc Nashta Set (NS-1)
9	12 Pc Nashta Set (NS-2)
10	46 pcs Odyssey Dinner Set
11	36 pcs odyssey dinner set (elite)
12	24 pcs saga sq dinner set
13	22 pcs dinner set (ci)
14	Casseroles (900 ml , 1000 ml , 2.00 Ltrs , 2.50 Ltrs , 3.75 Ltrs )
15	Travelling Set
16	Cup & Saucer.
17	5 pcs Salad Bowl Set
18	Idly pot (4 plates , 6 plates)
19	Fry pan (24 cm, 26 cm)
20	Kumcha ( 9 , 10,11,12,14 Inches )
21	Masal dubba (Small , Medium , Big)
22	Spoon (Dessert spoon, Soup spoon)
23	Odyssey plate( Half plate , Full plate)
24	Odyssey sauce pan - (Small , Medium , Big)
25	Pepsi pot (Small , Medium , Big)
26	Strg container ( 1.00 ltrs , 1.50 ltrs, 2.00 ltrs, 2.50 ltrs , 3.00 ltrs)
27	Tumbler (100 ml , 150 ml , 200 ml , 250 ml)
28	Vacuum flask (350 ml , 500 ml , 750 ml , 900 ml , 1000 ml )
29	Water bottle (500 ml , 750 ml , 800 ml , 1000 ml )
30	Katories
31	Water jug
32	Ice glass

- Other Fabricated structures includes, High Mast Lighting, Bus Shelters, Standalone KIOSKs, Litter Bins, Bollards, Seaters (Circular, Four seater), Tables, Chairs, Benches and other related items.

Note:

The packaged items cannot be sold separately as decided and approved by SAIL.

Items may be deleted and/or new items can be added to the list, from time to time.

## **Annexure: INSTRUCTIONS TO THE APPLICANT**

### **INSTRUCTIONS TO THE APPLICANT**

1. List of documents to be submitted (only copies) to be submitted along with application form:
  - Partnership deed/Memorandum and Articles of Association.
  - Company Registration documents.
  - Audited Balance Sheet and P&L statement for the Preceding Five Financial years
  - Bankers reference
  - Proof of ownership(owned/leased/rented etc.) for the office space.
  - Photograph of office space and near locality.
2. The Applicant should carefully go through the Instructions to Applicant and Terms & Conditions and fully understand the terms and conditions governing their appointment as SAIL-SSP's Authorized Distributor prior to submission of their application.
3. The Applicants should acquaint themselves about the operations to be done by them by contacting/meeting the concerned officer or his representative at SAIL-Salem Steel Plant on any working day during working hours by prior appointment.
4. The Applicant, by the very act of applying, will be deemed to have fully understood the terms and conditions governing their appointment as also familiarized themselves at the time of tendering their application.
5. Details required to be filled in by the Applicant as per the form given for the purpose should be clearly indicated along with the documentary proof wherever applicable/ possible.
6. The Application Form completed in all respect will be submitted so as to reach the address mentioned within the due time and the date mentioned in the Press Advertisement. No application shall be accepted beyond the specified time and date.
7. Incomplete applications not accompanied by the required documents, applications with insufficient information and applications with any counter condition(s) are liable to be summarily rejected. The application shall remain valid for acceptance up to a period of 180days from the last date of submission.
8. Application will be evaluated generally on the basis of the following parameters:
  - Infrastructure facilities
  - Financial Standing
  - Any other criteria which the Company considers necessary to take into account while evaluating the application.
9. Applicant should be prepared to offer his infrastructure facilities for inspection of SAIL-SSP team, if necessary. During such inspection all the relevant documents etc. substantiating the statements made in his application should also be produced to the SAIL-SSP team's satisfaction.
10. Assessment of the Company shall be final and binding. Company reserves the right to accept or reject any or all the application (s) without assigning any reasons whatsoever.



**Annexure: O.M No.2/5/2017-E.II(B) dtd 07/07/2017**

**ANNEXURE**

**To O.M. No.2/5/2017-E.II(B) dated 07.07.2017.**

**LIST OF CITIES/TOWNS CLASSIFIED FOR GRANT OF HOUSE RENT ALLOWANCE TO CENTRAL GOVERNMENT EMPLOYEES**

Sl. No.	STATES/ UNION TERRITORIES	CITIES CLASSIFIED AS "X"	CITIES CLASSIFIED AS "Y"
1.	ANDAMAN & NICOBAR ISLANDS	—	—
2.	ANDHRA PRADESH/ TELANGANA	Hyderabad (UA)	Vijayawada (UA), Warangal (UA), Greater Visakhapatnam (M.Corpn.), Guntur (UA), Nellore (UA)
3.	ARUNACHAL PRADESH	—	—
4.	ASSAM	---	Guwahati (UA)
5.	BIHAR	---	Patna (UA)
6.	CHANDIGARH	---	Chandigarh (UA)
7.	CHHATTISGARH	—	Durg-Bhilai Nagar (UA), Raipur (UA)
8.	DADRA & NAGAR HAVELI	—	—
9.	DAMAN & DIU	---	---
10.	DELHI	Delhi (UA)	
11.	GOA	---	---
12.	GUJARAT	Ahmadabad (UA)	Rajkot (UA), Jamnagar (UA), Bhavnagar (UA), Vadodara (UA), Surat (UA)
13.	HARYANA	---	Faridabad*(M.Corpn.), Gurgaon*(UA)
14.	HIMACHAL PRADESH	---	---
15.	JAMMU & KASHMIR	---	Srinagar (UA), Jammu (UA)
16.	JHARKHAND	—	Jamshedpur (UA), Dhanbad (UA), Ranchi (UA), Bokaro Steel City (UA)
17.	KARNATAKA	Bengalore/Bengaluru (UA)	Belgaum (UA), Hubli-Dharwad (M.Corpn.), Mangalore (UA), Mysore (UA), Gulbarga (UA)
18.	KERALA	—	Kozhikode (UA), Kochi (UA), Thiruvananthapuram (UA), Thrissur (UA), Malappuram (UA), Kannur (UA), Kollam (UA)
19.	LAKSHADWEEP	---	---
20.	MADHYA PRADESH	—	Gwalior (UA), Indore (UA), Bhopal (UA), Jabalpur (UA), Ujjain (M. Corpn.)

Sl. No.	STATES/ UNION TERRITORIES	CITIES CLASSIFIED AS "X"	CITIES CLASSIFIED AS "Y"
21.	MAHARASHTRA	Greater Mumbai (UA), Pune (UA)	Amravati (M.Corpn.), Nagpur (UA), Aurangabad (UA), Nashik (UA), Bhiwandi (UA), Solapur (M.Corpn.), Kolhapur (UA), Vasai-Virar City (M. Corpn.), Malegaon (UA), Nanded-Waghala (M. Corpn.), Sangli (UA)
22.	MANIPUR	---	---
23.	MEGHALAYA	---	---
24.	MIZORAM	---	---
25.	NAGALAND	---	---
26.	ODISHA	---	Cuttack (UA), Bhubaneswar (UA), Raurkela (UA)
27.	PUDUCHERRY (PONDICHERRY)	---	Puducherry/Pondicherry (UA)
28.	PUNJAB	---	Amritsar (UA), Jalandhar (UA), Ludhiana (M. Corpn.)
29.	RAJASTHAN	---	Bikaner (M.Corpn.), Jaipur (M.Corpn.), Jodhpur (UA), Kota (M.Corpn.), Ajmer (UA)
30.	SIKKIM	---	---
31.	TAMIL NADU	Chennai (UA)	Salem (UA), Tiruppur (UA), Coimbatore (UA), Tiruchirappalli (UA), Madurai (UA), Erode (UA)
32.	TRIPURA	---	---
33.	UTTAR PRADESH	---	Moradabad (M.Corpn.), Meerut (UA), Ghaziabad*(UA), Aligarh(UA), Agra (UA), Bareilly (UA), Lucknow (UA), Kanpur (UA), Allahabad (UA), Gorakhpur (UA), Varanasi (UA), Saharanpur (M.Corpn.), Noida* (CT), Firozabad (NPP), Jhansi (UA)
34.	UTTARAKHAND	---	Dehradun (UA)
35.	WEST BENGAL	Kolkata (UA)	Asansol (UA), Siliguri (UA), Durgapur (UA)

\* Only for the purpose of extending HRA on the basis of dependency.

**NOTE**

The remaining cities/towns in various States/UTs which are not covered by classification as "X" or "Y", are classified as "Z" for the purpose of HRA.

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## Annexure: DRAFT AGREEMENT BETWEEN SAIL-SSP & AUTHORIZED DISTRIBUTOR

### DRAFT AGREEMENT SAIL-SSP & AUTHORIZED DISTRIBUTOR

This Agreement is made on this \_\_\_\_day of 20... .. BETWEEN Steel Authority of India Limited, a Govt. of India Undertaking registered under the Companies Act, 1956 having its registered office at Ispat Bhavan, Lodi Road, New Delhi-110003 and also having one of its units known as the Salem Steel Plant (SSP) having its office at Salem-636013 hereinafter referred to as the "the Company" (which expression shall mean and include its successors and assigns)of the ONE PART : AND ..... (name of the applicant firm) a Firm/Company having its principal place of business/Registered Office at\_\_\_\_herein after referred to as the "SAIL-SSP Authorized distributor" (which expression shall mean and include his/their heirs, executors, administrators, legal representatives, successors and permitted assigns) of the OTHERPART.

WHEREAS the Company is desirous to appoint its Authorized Distributors for Stainless Steel Utensils, Kitchenware, Tableware and other fabricated structures to be manufactured / converted by SAIL-Salem Steel Plant, Salem, at various locations and accordingly invited applications from the various prospective parties through press advertisement published in newspapers; AND WHEREAS pursuant to such press advertisement, (Name of the Authorized distributor) have applied for appointment as SAIL-SSP Authorized distributors for Stainless Steel Utensils, Kitchenware, Tableware and other fabricated structures to be manufactured / converted by SAIL-Salem Steel Plant, Salem vide Application Form dated enclosing therewith the terms and conditions for appointment as SAIL-SSP's Authorized distributor duly signed by them as a token of acceptance of such terms and conditions; AND WHEREAS the Company after scrutiny has been pleased to appoint M/s\_\_\_\_\_ as SAIL-SSP Authorized distributor for \_\_\_\_\_ (State/Districts/location) on the terms and conditions set out hereunder :

NOW, THIS AGREEMENT WITNESSETH AS UNDER:

#### **1.0 DEFINITION:**

The following words and expressions used in this Agreement shall have the meaning assigned to them except where the context otherwise requires:

- The "Company" shall mean Steel Authority of India Limited (SAIL) having its Registered Office at ISPAT BHAVAN, Lodi Road, New Delhi - 110 003 and also having one of its units known as Salem Steel Plant (SSP)
- SAIL-SSP "Authorized Distributor" shall mean the successful applicant, who shall store, sell and deliver Stainless Steel Utensils, Kitchenware Tableware and fabricated structures to be manufactured / converted by SAIL-Salem Steel Plant, Salem, as authorised by the Company and also to render such services to the customer(s) as per the instructions of the Company from time to time.
- The "Plant" shall mean the Company's Steel Plant at SALEM.
- The "Stock point" shall mean the premises from where the Stainless Steel Utensils, Kitchenware, Tableware and other fabricated structures material will be delivered to the SAIL- SSP's Authorized distributor.
- "SAIL-SSP VAP" means Stainless Steel Utensils, Kitchenware Tableware and fabricated structures to be manufactured / converted by SAIL-Salem Steel Plant, Salem

- 'Excepted matters' are those for which the decision of the Company is final as per the conditions contained herein.

## **2.0 PRODUCTS COVERED:**

- The Company shall sell the SAIL-SSP VAP, to the SAIL-SSP's Authorized distributor. The Company shall, however, have the liberty to include any of the product categories/sizes within the production range of the Company, any time during the tenure of this Agreement. Other Fabricated structures includes, High Mast Lighting, Bus Shelters, Standalone KIOSKs, Litter Bins, Bollards, Seaters (Circular, Four seater), Tables, Chairs, Benches and other related items.

In exceptional cases, SAIL-SSP may consider supply of Profiled Stainless steel sheets in sheet form, SS tubes in various sizes, etc.

## **3.0 AGREED MONTHLY OFF-TAKE:**

- The Authorized Distributor shall agree for a minimum off-take of SAIL-SSP value added products under the scheme for Rs. 5.00 (FIVE) lakhs per month. Authorized Distributors need to sell SSP's VAP as per Annexure-Product Range of SAIL-SSP, preferably as packaged items or Combination Sets. However if there is a bulk requirement of individual item(s) (loose items of the packaged sets), the same can be indented from SAIL-SSP for distribution / sale through their network. The appointed Authorized Distributor shall be given a period of 6 months to reach monthly target level and thereafter maintain the same.
- The agreed off-take shall be indicated in the LOI/ agreement drawn under the Scheme. The off-take of Authorized Distributors shall be monitored ever quarter and if for any reason the committed sale/off-take for the quarter is not achieved, the Authorized Distributor shall endeavor to achieve target and the backlog sales/off-take during the next quarter. If the Authorized Distributor fails to achieve the stipulated volume of sales, the same shall be explained to SAIL-SSP with proper justification seeking condonation/ extension of time. The decision of Head of Marketing, SAIL-SSP in this matter shall be final and binding.
- The Authorized Distributor shall plan well in advance, procure from SAIL-SSP and stock all the material required for the sales during a month.

## **4.0 PRICE & PAYMENT TERMS:**

- SAIL-SSP Authorized Distributor shall purchase materials under the scheme at prices notified by SAIL-SSP from time to time against advance payment. Materials will be delivered by SAIL-SSP to the premises of the SAIL-SSP Authorized Distributor/Location indicated by them. Freight will be borne by SSP.
- For direct sales by the SAIL-SSP Authorized Distributor and sales effected through his network (dealers) to the customer, SAIL-SSP shall fix a Maximum Retail Price (MRP) inclusive of taxes. The MRP of Stainless Kitchenware, apart from being notified, shall also be printed/ affixed on each product. SAIL-SSP Authorized Distributors shall be obliged to ensure this and charge prices within MRP to the customers.
- In addition, the SAIL-SSP Authorized Distributor shall also ensure that MRP as applicable from time to time and as indicated by SAIL-SSP is displayed at their showroom and at dealer's premises and on the products.
- Any legal dispute arising out of non-compliance of sales within MRP, non-display of MRP and associated financial and non-financial implication shall be the sole responsibility of Authorized Distributor. No reference for resolution shall be entertained by SAIL-SSP.

## **5.0 AUTHORIZED DISTRIBUTOR-DEALER PRICING & CRITERIA:**

- a. The Authorized Distributor may appoint Dealers in the Jurisdiction allotted to him in consultation with SAIL-SSP. The Authorized Distributor shall be given a discount of approximately 35% from the MRP. The dealer shall be given a minimum discount of 20% from MRP by the Authorized distributor.  
For Example: If the MRP is Rs. 100, the Authorized distributor will get the product from SAIL-SSP at approximately Rs. 65. The Dealer will get the product at maximum of Rs.80 from the Authorized Distributor.
- b. Authorized Distributor shall inform SAIL-SSP prior to appointing dealer in their jurisdiction and get concurrence from SAIL-SSP. Once Authorized Distributor appoints dealer, a certificate will be issued to the dealer by SAIL-SSP. SAIL-SSP can also directly terminate the dealership in the following circumstances.
  - Adverse customer feedback.
  - Instances of sales at prices higher than MRP.
  - Unsatisfactory performance in any other respect and acts detrimental to the interest of SAIL-SSP.
- c. In case any complaint on higher pricing to dealer is received against an Authorized Distributor and if it is proven, the distributorship will be revoked with immediate effect and they shall be barred from Distributorship for a period of 3 years.

#### **7.0 GST AND OTHER LEVIES:**

All taxes or levies on sale by the Central Govt. /State Govt. /Statutory Bodies/Municipal Authorities etc. as applicable shall be borne and paid by the SAIL-SSP Authorized Distributor.

#### **8.0 EARNEST MONEY DEPOSIT (EMD) and SECURITY DEPOSIT (SD):**

- a. The EMD (Rs. 1 Lakh Rupees) deposited by Authorized Distributor will be converted into security deposit. No interest shall accrue on the amount of EMD/Security Deposit .
- b. In case the Authorized Distributor's Distributorship is terminated for the reasons mentioned in the Termination clause, their security deposit shall be forfeited at the discretion of SAIL-SSP's management.
- c. Upon completion of Distributorship period, the security deposit shall be returned to respective Authorized Distributors. No interest shall be payable on the security deposit.

#### **9.0 TERMS & CONDITIONS FOR SALE OF MATERIALS BY SAIL-SSP'S AUTHORIZED DISTRIBUTOR TO HIS DEALER(S) / CONSUMER(S) / CUSTOMER(S):**

##### **a. PRICE:**

The SAIL-SSP Authorized distributor shall be intimated from time to time the Maximum Retail Price (MRP) for SAIL-SSP materials to be sold by the Authorized distributors. SAIL-SSP Authorized distributors shall display the MRP prominently in the premises of Authorized distributor, dealers and retailers. SAIL-SSP Authorized distributors shall be obliged to charge their dealers, retailers and customers with prices within the Maximum Retail Price communicated by SAIL-SSP.

##### **b. GST and other levies:**

In case the customer(s)/consumer(s) claim(s) any exemption or concession for payment of GST he/they shall submit the requisite form to SAIL-SSP's Authorized distributor, who will be under obligation to pass the concessions to his/their customer(s)/ consumer(s) and claim from the Sales Tax Authorities, the refund of GST and other levies paid to the Company and the Company shall not take any responsibility for refund of such tax/levy on the authorities concerned.

#### **10.0 TERRITORIAL COVERAGE:**

The SAIL-SSP's Authorized distributor shall serve the requirement of the customer(s)/consumer(s) within the territorial jurisdiction for which he/they is/are appointed.

**11.0 TENURE:**

- a. The SAIL-SSP Authorized Distributor shall initially be appointed for a period of five years with provision for review at the end of every financial year. The contract can be extendable by two years at a time beyond the initial five years.
- b. The extension after completion of contract period will be subject to satisfactory performance. Similarly on review, if performance is not found satisfactory, it may lead to termination.

**12.0 TERMINATION CLAUSE:**

- a. Failures in lifting the agreed off-take by the SAIL-SSP Authorized Distributor for more than six consecutive months (or such extended period approved by SAIL-SSP), for reasons not attributable to SAIL-SSP, shall render him liable for termination as Authorized Distributorship. Decision of SAIL-SSP in this matter shall be final.
- b. In addition, SAIL-SSP can also terminate the Distributorship at any time, by serving written notice of 15 days on the SAIL-SSP Authorized Distributor in the following circumstances:
  - Adverse customer feedback.
  - Repeated complaints regarding sales of material outside his assigned jurisdiction.
  - Instances of sales at prices higher than MRP in the process of sale through his network.
  - Unsatisfactory performance in any other respect and acts detrimental to the interest of SAIL-SSP.
- c. If Authorized Distributor fails to operate a showroom/earmarked section within 6 months of appointment, their distributorship is liable to be terminated.
- d. In case of termination, the Security Deposit by the Authorized Distributor shall be forfeited.

**13.0 QUALITY COMPLAINTS:**

- a. It will be the responsibility of the Authorized Distributor to immediately settle the quality complaints of any customer serviced by them without any delay.
- b. In case of unresolved Quality complaints, SAIL-SSP will attend to those only at Authorized Distributor's premises. However, in exceptional circumstances, SAIL-SSP, at its discretion, may also attend to quality complaints at the premises of dealers/customers.
- c. If the complaint is attributable to quality of material or workmanship, or due to loss or damages during transit to the premises of the SAIL-SSP Authorized Distributor, then the complaint shall be settled by SAIL-SSP based on the merits.

**14.0 ADVERTISING & SALES PROMOTION:**

- a. The Authorized Distributor shall be responsible for sales and distribution of SAIL-SSP's VAP products in their respective territory. This includes prospecting customers, making sales promotion, providing customer support, answering customer queries and resolving customer complaints.
- b. The promotion of SAIL-SSP's VAP shall be taken up by SAIL-SSP from time to time. However the Authorized Distributors shall also supplement local promotional efforts in concurrence with SAIL/SSP.
- c. Towards sales promotion efforts, a provision to the extent of 2% of the procurement value (invoice) value of the Authorized Distributor shall be made available to the Authorized Distributor for advertising and sales promotion against proof of expenditure.
- d. Authorized Distributor, however will take prior permission for expenditure and content being used for promotion, if it is not from SAIL-SSP.

#### **15.0 VALIDITY PERIOD OF THE AGREEMENT:**

The Agreement shall be valid for a period of five years from the date of this Agreement, which can be extended, by two years at a time on the same terms and conditions subject to the satisfactory performance of the SAIL-SSP's Authorized distributors. During the initial tenure of five years there will be a review at the end of each financial year. Upon review, if performance is not found satisfactory, it may lead to termination of Authorized distributorship. As regards, the unsatisfactory performance, the decision of the company shall be final and binding upon the SAIL-SSP Authorized distributors.

#### **17.0 E-RETAIL:**

- a. In the context of e-retailing initiative that is being initiated by SAIL-SSP, orders for Salem Stainless Steel Kitchenware products received through the on-line portal shall be serviced either by SAIL-SSP directly or through the Authorized Distributor operating nearest to the customer. In this regard, all the Authorized Distributors shall mandatorily enroll in the online platform developed/to be developed by SAIL-SSP.
- b. In case of order servicing by the Authorized Distributors, the pincode will be taken as reference to arrive at the nearest distributor to service the online order from SAIL-SSP portal.
- c. In case there is no Authorized Distributor for a particular state the online orders from those states shall be serviced by SAIL-SSP itself. On appointment of Regular Authorized Distributor in that area, future orders would automatically be transferred to the appointed Authorized Distributor.
- d. All e-retail orders shall be serviced on priority and suitably packed fit for e-retail sales.

#### **18.0 GENERAL**

- a. SAIL-SSP's Authorized Distributorship shall earmark an entire showroom or specifically dedicated & earmarked sections of their showroom for stocking and sale of SSP's VAP. The showroom/earmarked section of showroom must be operational within 6 months of appointment as an Authorized Distributor.
- b. SAIL-SSP representative shall inspect if necessary, to assess the availability of materials at the premises of the Authorized Distributor from time to time.
- c. In addition to the above online e-retail platform of SAIL-SSP, all the Authorized Distributors can sell SAIL-Salem Stainless products in any e-commerce platforms on his own name as Authorized Distributor of SAIL- SSP, within the announced Maximum Retail Price.
- d. On a general note, the Authorized Distributor,
  1. Can participate in any exhibitions with specifically dedicated & earmarked sections for SAIL SALEM STAINLESS Products.
  2. Can have any number of own show rooms within his Jurisdiction. One exclusive showroom/ designated area shall be made operational within 6 months of appointment as an Authorized Distributor.
  3. Can have any number of dealers within his Jurisdiction. Dealer shall have designated area within its shop to display "Salem Stainless Products"
  4. Can do export on his own name. Details of such exports shall be reported to SSP on monthly basis. All issues and obligations on export sales shall be managed by the authorized distributor.

In all cases, proper information is to be clearly provided that they are an Authorized Distributor of SAIL, Salem Steel Plant VAP.

**19.0 FOR SALES/MARKETING OF FABRICATED STRUCTURES AND UTENSILS/KITCHENWARE TO INSTITUTIONS/GOVT. DEPARTMENT/ PSU's ETC. :**

- a. The Authorized Distributor can take any orders from institutional customer/Industrial units /MNC's / Govt. Deptts. / PSUs / Co-operative Societies etc. with prior authorization letter from SAIL-SSP (participation in tender/submission of offers). The Authorized Distributor shall quote the rates decided in consultation with SAIL-SSP. The order shall be in the name of SAIL-SSP and the order servicing shall be done by SAIL-SSP.
- b. With a view to avoid situations of conflicting/duplicated customer calls, the Authorized Distributor may interact/deal with institutional customer/Industrial units /MNC's / Govt. Deptts. / PSUs / Co-operative Societies etc. after prior consultation with In-charge of VAP-SSP. The Authorized Distributor may also be required to service such requirements, as would be communicated to him by SAIL-SSP, on a case to case basis.
- c. With a view to incentivize bagging bulk orders through the above agencies, for the orders bagged by the Authorized Distributor, he will be awarded incentive in line with the discount given to dealer viz 20% of the contract value.  
In the case of customized SAIL-SSP's VAP for which MRP is not available (not in SAIL-SSP's regular basket) also, the distributor will be awarded incentive in line with the discount given to dealer viz 20% of the contract value. The incentive shall be paid to the Authorized Distributor by the way of credit note/ RTGS upon realization of complete sales proceeds.
- d. The Authorized Distributor is permitted to quote any tender using the credentials of the SAIL-SSP with prior authorization letter. The Authorized Party shall comply with all applicable laws, regulations, and the tender requirements while using the SAIL-SSP's credentials. SAIL-SSP shall not be held liable for any actions or consequences arising from the Authorized Party's use of its credentials.
- e. The following are guidelines for Authorized Distributors to operate in case of securing orders from institutional customer/Industrial units /MNC's / Govt. Deptts. / PSUs / Co-operative Societies etc. for SAIL-SSP's VAP

**I. Tender Quotations:**

- (i) The Authorized Distributor shall promptly inform the "Company", of any tender opportunities that may arise and seek the Company's approval before submitting a quotation, unless otherwise specified in writing by the Company.
- (ii) The Authorized Distributor shall have the authority to submit tender quotations on behalf of the Company, for projects or contracts related to the distribution or sale of the Company's products within the assigned territory, subject to the following conditions and limitations. If the Authorized distributor is not participating in the tender in his assigned territory, then other Authorized Distributors can participate and the authorization letter shall be issued on first come first serve basis.
- (iii) The Authorized Distributor shall ensure that all tender quotations accurately represent the Company's products, pricing, terms, and conditions as agreed upon with the Company.

**II. Company Approval:**

- (i) The Company reserves the right to review and approve all tender quotations prepared by the Authorized Distributor before their submission to the relevant authorities or organizations.
- (ii) The Authorized Distributor shall provide the Company with all necessary documentation, information, and supporting materials related to the tender quotation for the Company's review and approval.



- (iii) The Company may, at its sole discretion, accept or reject any tender quotation proposed by the Authorized Distributor.

**III. Obligations and Representations:**

- (i) The Authorized Distributor shall act in good faith and in the best interests of the Company when preparing and submitting tender quotations.
- (ii) The Authorized Distributor shall comply with all applicable laws, regulations, and ethical standards governing tender processes.
- (iii) The Authorized Distributor shall not engage in any fraudulent, misleading, or unethical practices when preparing or submitting tender quotations.

**IV. Indemnification:**

The Authorized Distributor shall not and hold the Company harmless against any claims, losses, damages, costs, or liabilities arising out of or related to the preparation or submission of tender quotations.

**20.0 COMPLIANCE:** The Distributor must comply with all applicable laws and regulations.

**21.0 ILLEGAL GRATIFICATION:**

Any bribes, commissions, gifts or advantage given, promised or offered by or on behalf of the distributor or during the execution of sales with the company for showing or for bearing to show favor or disfavor to any person shall be resulting in cancellation of distributorship/application and their EMD/SD shall be forfeited.

**22.0 ARBITRATION & CONCILIATION:**

- a. **Conciliation:** All disputes or differences whatsoever arising between the parties relating to or arising out of contract, shall be settled first by conciliation in accordance with Rules of Conciliation & Arbitration 2003 of SCOPE Forum of conciliation & Arbitration (available at <https://scopeonline.in/scope-forum-of-conciliation-and-arbitration/>) and the settlements so rendered between the parties in pursuance thereof shall be final and binding on the parties. In case of failures of conciliation, the issue shall be settled as per Arbitration procedure detailed hereafter.
- b. **Arbitration:** Any dispute or difference whatsoever arising between the parties and/or relating to the construction, interpretation, application, meaning, scope, operation or effect of this contract or the validity or the breach thereof, shall be settled by arbitration in accordance with Rules of conciliation & Arbitration 2003 SCOPE Forum of Conciliation & Arbitration (<https://scopeonline.in/scope-forum-of-conciliation-and-arbitration/>) and the award made in pursuance thereof shall be final and binding on the parties. The venue shall be purchaser's premises or as decided by the arbitrator.

**23.0 NOTICES:** All notices and other communications between SAIL-SSP and the Authorized Distributor shall be in writing preferably through mail.

## **Annexure: STANDARD FORMAT FOR CONTRACT BETWEEN AUTHORIZED DISTRIBUTOR AND DEALER**

### **STANDARD FORMAT FOR CONTRACT BETWEEN AUTHORIZED DISTRIBUTOR AND DEALER**

This Agreement is made and entered into as of the [DATE] by and between [DISTRIBUTOR NAME], with its principal place of business at [ADDRESS] (hereinafter referred to as "Distributor"), and [DEALER NAME], with its principal place of business at [ADDRESS] (hereinafter referred to as "Dealer").

In consideration of the mutual covenants and agreements contained herein, the parties agree as follows:

**1. Products and Services:** Distributor hereby appoints Dealer as its exclusive dealer for the sale of Steel Authority of India Limited-Salem Steel Plant (SAIL-SSP) products listed in Annexure- Products range of SAIL-SSP attached hereto (the "Products").

**2. Pricing:** Dealer shall purchase the Products from Distributor at a discount of 20% from Maximum Retail Price (MRP). The MRP shall be decided by SAIL-SSP from time to time. Dealer shall sell the Products to its customers within the MRP.

**3. Terms of Payment:** To be mutually decided by Distributor and Dealer

**4. Duration of Agreement:** To be mutually decided by Distributor and Dealer

**5. Territory:** To be mutually decided by Distributor and Dealer, but within the jurisdiction of the Authorized distributor of SAIL-SSP

**6. Termination:** SAIL-SSP can also directly terminate the dealership in the following circumstances.

- Adverse customer feedback.
- Instances of sales at prices higher than MRP.
- Unsatisfactory performance in any other respect and acts detrimental to the interest of SAIL.

Any other clause as mutually decided by Distributor and Dealer

**7. Obligations of Dealer.** Dealer shall:

- Use its best efforts to sell the Products in the Territory;
- Maintain an adequate inventory of the Products;
- Price the Products in accordance with the terms of this Agreement;
- Pay Distributor for the Products in accordance with the terms of this Agreement;
- Not sell the Products outside of the Territory;
- Not use the Products in any way that is inconsistent with the terms of this Agreement.

Any other clause as mutually decided by Distributor and Dealer

**8. Obligations of Distributor.** Distributor shall:

- Provide Dealer with the Products in proper time and accordance with the terms of this Agreement;
- Provide Dealer with all necessary information and assistance to enable Dealer to sell the Products;

Any other clause as mutually decided by Distributor and Dealer

**9. Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of [STATE].

**10. Others.** Any other clause as mutually decided by Distributor and Dealer

**11. Headings.** The headings in this Agreement are for convenience only and shall not affect its interpretation.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

[DEALER NAME] By: [Signature]

[DISTRIBUTOR NAME] By: [Signature]