



MALABAR CEMENTS LIMITED

(A Govt. of Kerala Undertaking)

Walayar, Palakkad, Kerala - 678 624

Tel. (0491) 2862228 / 2862233 / 2862373 / 2862117 / 2862118. Fax (0491) 2862230

E.mail : mclstat@sancharnet.in Website : www.malabarcements.com

Cement Grinding Unit, Pallipuram, Cherthala. Pin : 688541

Phone : 2814909, 2552186

TERMS AND CONDITIONS FOR APPOINTMENT AS MALABAR CEMENTS STOCKIST

01. Application received in the prescribed form alone will be considered. Separate applications should be submitted for each place / Town.

02. All columns in the application form should be filled up.

03. SECURITY DEPOSIT :

The amount of Security Deposit to be remitted is Rs.75,000/- . The Security Deposit shall carry interest at the rate of SIX PERCENT per annum from the date of execution of stockistship agreement.

If any amount becomes due from the stockist to the Company or if the stockists becomes indebted to the company in any manner and such debts are not settled by the stockist on demand by the Company or the stockist commits any breach of the terms of contract, the Company shall be at liberty to pay itself, out of the Security Deposit without prejudice to any other rights of action or otherwise accruing to the Company.

04. PRICE :

The price of the Cement will be fixed by the Company, and will be subjected to revision. Invoice will be raised at the rates prevailing on the date of despatch, irrespective of the date of order / payment.

MCL is also committed to see that the 'Malabar' Cement is sold by the stockists at the retail rate recommended by MCL. The stockist shall be bound to see that the Cement is made available to the consumers at the rates fixed by MCL.

05. SALES TAX :

Sales Tax will be levied at the rates notified by the Government of Kerala. In case the Stockists becomes liable to pay any other levies or any other taxes on the sale of Cement manufactured by MCL, the same shall be borne by the stockists and no claim on this account shall under any circumstances be made against MCL.

06. PAYMENT :

All payments towards supply of Cement shall be made by the stockists in advance by means of Demand Draft drawn in favour of M/s. Malabar Cements Limited, payable at Palghat or as may be advised by us. Bank collection charges incurred, if any, will be borne by stockist concerned. No interest will be payable by the Company on advance amount or balance thereof lying with the Company.

If any amount becomes due to MCL from the Stockists, MCL can recover it either from the Stockists or from their successors-in-interest or legal representatives as the case may be, and for the amounts so due from the Stockists to MCL their successors-in-interest or legal representatives shall be liable.

07. DELIVERY OF CEMENT:

- a) Malabar Cement, either Malabar Super OPC 43 grade / Malabar Classic PPC / Malabar Alswarya PSC Cement confirming IS specifications IS 8112 - 1989, IS 1489 (Part I) - 1991 and IS 455 - 1989 respectively, will be supplied from the Walayar factory as well as from Grinding Unit at Cherthala.
- b) The Cement will be packed in PP/HDPE Bags, Paper Bags or such other type of packagings (each packed bag containing 50 kilograms net*and 20 such bags constitute a metric tonne of Cement.)
- c) Orders received from the stockists shall be executed based on the priorities fixed by the Company from time to time. In the case of transport by rail, consignments will be handed over to Railways against Railway receipts, which will be sent to the Stockists by post. MCL will not hold themselves responsible for any demurrage or wharfage to the consignments in case of delay in receipt of the Railway Receipts. In case of any damage to the consignments enroute or at the destination Railhead, the Stockists shall prefer their claims only with the Railways and MCL will not entertain any claims in this regard.

In case of Road despatches, normally transport will be arranged by the Company through the authorised transport contractors.

08. Once the consignment is delivered to the carriers (whether to the Railways or to our Transporters) and receipts obtained, it shall be the responsibility of the Railways/Transporters to deliver the consignment safely and in good condition at the destination. The company does not accept any liability for any delay, deterioration in quality, shortage/damage or loss of goods in transit, if the supply is by Rail.

09. DELAY AND FAILURE TO DELIVER

MCL will not be liable for any delay, partial despatch or failure to supply which may be caused by reason of or on account of or to be contingent upon an Act of God or the State's enemies, plague, famine, pestilence or epidemic sickness, earthquakes, fires, storms, lockout or workmen's shortage, stoppage of labour, breakdown of accident to machinery or plant from whatever cause arising, Railway restrictions or the failure on the part of the Railways to supply Wagons or failure of the transport contractors, shortage of coal or bags other materials required for the purpose of manufacturing Cement or power-cut or power interruption which directly or indirectly affect the performance of the contract or any other circumstance of any kind what so ever beyond the control of the Company.

10. RIGHT TO CANCEL THE ORDERS:

MCL will be at full liberty to cancel any order placed by the Stockists at its sole discretion and without assigning any reason therefore, and MCL shall not be liable for any loss or damage which the stockist may suffer as a result of such cancellation.

11. The stockist should not appoint any sub-agents to sell the Cements delivered to them.
12. The Stockist shall not sell, despatch or allow to be sold or despatched any Cement purchased by the Stockists or consigned or sent to the stockist under this Agreement, for sale or use to any place outside the Stockist's territory. The Stockist shall not re-book or in any manner convey, transport or despatch the cement sold to the Stockist to any other place outside the Stockist's territory.

13. Any fraudulent method adopted to earn abnormal profits and or adulteration of the product, the Stockistship is liable to be cancelled and such action as deemed fit will be taken against such Stockist for which the decision of MCL will be final. Cement shall be resold in the same condition without alteration of the package or contents
14. WAREHOUSING FACILITIES :
 - The Stockists should have their own Godown suitable for storage of Cement.
15. All orders placed by the Stockist shall be on the Company's standard order form and shall be subject to acceptance by the Company and shall be deemed to be subject to the provisions in so far as they may apply, of the Company's Standards Terms and Conditions of Contract of sale of Cement from time to time.
16. Appointment of Stockist in any areas shall not affect the right of MCL to supply Cement directly to any party whether Government or Private and for such sales the Stockist shall not be entitled for any commission
17. ACCOUNTS TO BE MAINTAINED :
 - (a) It is obligatory on the part of the Stockist to maintain and exhibit the following records.
 - (i) Stock register showing on the part of the opening balance, arrival, Sale and Closing Stocks on daily basis.
 - (ii) Our Stockistship Certificate.
 - (iii) Retail selling price chart.
 - (iv) Our sign Board.
 - (v) Cash bill, Serially numbered and Showing the name and address of purchaser, the selling price of Cement, the quantity sold and the total value collected. It is necessary for the Stockist to obtain signature of the purchaser on their copy of the cash bill.
18. The Stockists should abide by all the instructions that will be issued by MCL from time to time.
19. If no order is placed by the Stockist with full advance continuously for a period of 3 months, or if the performance of the Stockists is found not satisfactory, the order of appointment of the Stockist will be liable for cancellation without any prior notice.
20. SUITS :

All claims under the contract for sale of Cement by MCL shall be payable at Palghat and it is a distinct condition of the contract that no suit shall lie against MCL in respect of the Claims mentioned above in any Court other than the Court situated at Plaghat where claims are payable.
21. A suitable agreement based on the above conditions and including such other conditions as the Company may prescribe will have to be executed by the Stockist with Malabar Cement Limited.
22. The completed applications together with S.D. should be submitted to Malabar Cements Limited Walayar.
23. Malabar Cements Limited reserve the right to reject any or all applications without assigning any reasons whatsoever.