

**RAJASTHAN RAJYA TILHAN UTPADAK SAHKARI SANGH LTD.
(TILAM SANGH)**

NEHRU SAHAKAR BHAWAN, BHAWANI SINGH ROAD, JAIPUR – 302001

Phone : 2740037, 2740756 E-mail : tilamsangh1@gmail.com

**Document For Appointment of Depot
Agent/Distributor/Dealer**

Notice No. & Date : _____

Application Form Fee : Rs. 500/-

1.	APPLICATION FORM NO.	
2.	APPLICATION FOR DEPOT AGENT/DISTRIBUTOR/ DEALER (Tick any one and strike out others)	
3.	LAST DATE & TIME OF SUBMITTING THE APPLICATION FORM	

1.	NAME OF THE FIRM (IN CASE OF PARTNERSHIP FIRM, PLEASE MENTION THE NAME & ADDRESS OF THE EACH PARTNER & REGISTRATION & TIN NUMBER IN CASE OF COMPANY PLEASE PROVIDE NAME & ADDRESS OF EACH DIRECTOR & REGISTRATION NO. ISSUED BY REGISTRAR OF COMPANIES/FIRMS.	
2.	NAME & DESIGNATION OF AUTHORISED SIGNATORY	
3.	PERMANENT ADDRESS WITH TELEPHONE/FAX NUMBER/E-MAIL ADDRESS.	
4.	PRESENT MAILING ADDRESS WITH TELEPHONE/FAX NUMBER/E-MAIL ADDRESS.	
5.	ADDRESS OF SHOP & GODOWN WITH TELEPHONE/FAX NUMBER.	A) SHOP: B) GODOWN:

6.	Name of place for which applied for	
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6. **DETAILS OF PRESENT BUSINESS OF THE FIRM:**

(Rupees in Lakh)

i) DETAILS OF BUSINESS TURNOVER OF LAST 3 YEARS.		2020-21	2021-22	2022-23
A)	EDIBLE OIL BUSINESS			
B)	OTHER BUSINESS			

ii)	DETAILS OF DISTRIBUTORSHIP OF OTHER COMPANIES, IF ANY, INCLUDING EDIBLE OIL BUSINESS.	
iii)	AVAILABLE MARKETING INFRASTRUCTURE i.e. SALESMAN, DELIVERY VAN ETC.	
iv)	RETAIL NETWORK COVERAGE (GIVE NUMBER OF RETAILERS & MARKET AREA)	
v)	NETWORTH (IN RUPEES)	

7. **LIST OF DOCUMENTS ENCLOSED (Tickmark (_/) in the column) :**

i)	BALANCE SHEET OF LAST 3 YEARS WITH SPECIFIC MENTION OF EDIBLE OIL BUSINESS .	
ii)	REGISTRATION CERTIFICATE OF COMMERCIAL TAXES DEPARTMENT.	
iii)	PROOF OF OWNERSHIP OF GODOWNS, SHOP & DELIVERY VAN ETC.	
iv)	PROOF OF NETWORTH (Certificate from C.A.).	
v)	PROOF OF STAFF INCLUDING SALESMAN.	
vi)	BUSINESS (IN Rs.) IN 15 KG. TINS OF EDIBLE OIL AND/OR CONSUMER PRODUCTS .	Edible Oil (15 Kg.Tins) Consumer Products

vii)	COPY OF PARTNERSHIP DEED/MOA/AOA/CERTIFICATION OF INSPECTION AS APPLICABLE.	
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8. WE HAVE READ THE TERMS & CONDITIONS OF THE OF THE DOCUMENT FOR APPOINTMENT OF DEPOT AGENT ENCLOSED WITH THE APPLICATION FORM, WHICH ARE ACCEPTABLE TO US. NO ADDITIONAL CONDITION/DEVIATION OR POINT OF DIFFERENCE HAS BEEN GIVEN BY US.

A) MINIMUM ELIGIBILITY CRITERIA:

S. No.	Minimum Eligibility Criteria	Marks
1.	3 Years experience of Edible Oil Business.	15
2.	Minimum Average Turnover of Rs. One Crore per annum in last 3 years.	15
3.	Availability of Godown Space for storage of minimum 1500 Tins of 15 Kg./Cartons alongwith Shop (minimum 12' x 15') located in commercial area.	10
4.	Networth	10
	Total Minimum Eligibility Marks	50

NOTE :

1. Firms/Companies having negative networth will not be considered for appointment of Depot Agent.
2. Firms/Companies not registered with Commercial Taxation Department will not be considered for appointment of Depot Agent.
3. Party considered for appointment of Depot Agent have to execute an Agreement with Tilam Sangh on the terms & conditions enclosed in this Document at Annexure-B.
4. For Distributor/Dealer, agreement terms will be provided separately.

B) EVALUATION CRITERIA:

S.No.	Subject	Allotted Marks	Max. Marks	Marks Obtained	Remarks
1.	Experience in Edible Oil Business		25		
	- Upto 3 Years	15			
	- 3 to 5 Years	20			
	- 5 Years & above	25			
2.	Average Turnover per annum (Oil Business)		35		
	- Upto 1 crore	15			
	- 1 to 3 crore	25			
	- More than 3 crores	35			
3.	Networth		20		
	- Upto 50 lac	10			
	- More than 50 lac upto 1 crore	15			
	- More than 1 crores	20			
4.	Infrastructure		20		
	Shop – Own/Rental	08/04			
	Godown –Own/Rental	08/04			
	Van – Own/Rental	04/02			
	Total Marks		100		

Note: Applicant can also download the Document from the Tilam Sangh Website www.tilamsangh.com and shall have to enclose DD/PO of Rs. 500/- as Application Form Fee in favour of Tilam Sangh, Jaipur at the time of submitting the Application Form failing which Application shall be rejected.

Signature & Seal of
Authorised Signatory

DECLARATION FORM
(FOR THE APPOINTMENT OF DEPOT AGENT/DISTRIBUTOR/DEALER)

1. Name of Applicant (Firm/Company) : _____
2. Address : _____

- E-mail _____
4. GST Number : _____
5. Name of Authorised Signatory of Firm/
Company. : _____
- Mobile Number : _____

I/we _____ (Authorised Signatory)

_____ (Name of the Firm) having its Head Office at

_____ (Address) applying for the appointment of

Depot Agents of Tilam Sangh at _____

(Name of the place of depot) declare that all the information given in the “Document for the Appointment of Depot Agent/Distributor/Dealer “ is correct to the best of my knowledge. Any deviation found/noticed at a later date may lead to termination of Depot Agency, if allotted to my/our firm/company.

Signature of Applicant with Seal

TERMS & CONDITIONS OF AGREEMENT FOR APPOINTMENT OF DEPOT AGAENT:

1. DEFINITION:

In this agreement the following terms shall be interpreted as indicated :

- a) The “ Agreement” means the Contract entered into and signed between the Federation and M/s..... including all attachments and appendices.
- b) “Depot Agent or Agent” means M/s.....which expression shall where the context so admits include its successors, partners and assignees with its registered office at..... (full address) entering into an agreement with the Federation for marketing of Tilam Sangh’s (Branded) Products through its own infrastructure, Sub-dealers, and Retailers in the name of the Federation.
- c) “Federation” means Tilam Sangh or Rajasthan State Co-operative Oilseed Growers’ Federation Limited with its Head Office at Nehru Sahakar Bhawan, Bhawani Singh Road, Jaipur-302 005, also including projects/packing units located in Rajasthan.
- d) “Project” means the Edible Oil manufacturing, supplying, packing Units of Tilam Sangh packing branded products in Consumer and Bulk Packs etc.
- e) “Consumer Pack” means Branded Edible Oils/other products of the Federation packed at its projects/packing units in different packings up to 5 Ltr./Kg.
- f) “Bulk Pack” means Branded Edible Oils/other products packed by the Federation at its projects/packing units in different packing above 10 Kg./Ltr.
- g) “Territory” means the authorised area allocated to the Depot Agent to market the Federation’s branded products.
- h) “Contracted Products” shall mean Tilam Products both in Consumer Pack & Bulk Pack booked by the Depot Agent.
- i) “The Parties” shall mean the Federation and Depot Agent collectively.

- j) "Nominated Godown" means storage godown provided by the Depot Agent for storing Federation's products and registered in the name of the Federation.

2. **SERVICES:**

The Depot Agent will take up the following responsibilities for storage and marketing of contracted products in the allocated territories :

- a) Receiving and unloading stocks supplied by the Federation and storing them in nominated godown under its control.
- b) Finding buyers, booking orders, selling goods, and executing deliveries to such buyers through its sales network.
- c) Invoicing in the name of the Federation as Depot Agent.
- d) Collecting the payment in the name of the Federation and remitting the same in the Federation's account as per the terms agreed by the parties in this agreement.
- e) Getting the insurance survey conducted as per the insurance policy coverage of the Federation for the goods damaged in transit after due delivery of the goods by the transporter to depot agent and submitting the survey report complete in all respects to the Federation.
- f) Maintaining all records pertaining to the receipt and sale of Federation's products and sending periodical reports as required by the Federation.
- g) Complying with all the rules and formalities regarding various statutory requirement, levies and taxes etc.
- h) Complying with all legal requirement in force in the territory of the agent.
- i) The leakage, spillage and other losses during storage, from the weight received by the Agent, at the nominated godown shall be to Depot Agent's Account.

3. **DESPATCHES:**

- 3.1 The Federation shall supply goods to the Depot Agent for marketing in various pack sizes under the brand names/trade marks belonging to the Federation.

- 3.2 The Federation will arrange for the dispatches of goods on stock transfer to its nominated godown as per its own discretion or demand received from the agent who shall keep & maintain proper records of all goods/materials dispatched and received.
- 3.3 The Federation will provide necessary insurance coverage for damages/ leakages to all the consignments sent to the agent upto its nominated godown only. However, Federation reserves the right to approve the nominated godown for storage and dispatches of consignments from its projects/packing units . Any cost of transportation thereof from the nominated godown or depot agent to distributor, retailer or any other location will be to that of the Depot Agent Account.

4. **RECEIPTS OF CONSIGNMENTS & TRANSPORTATION :**

- 4.1 Depot Agent shall assume full responsibility for the clearance of the consignment as soon as intimation is given about the dispatch of the materials from the projects. Agent undertakes that it would duly and promptly without any delay receive the goods at nominated godown, and unload and store them at his own risk and responsibility. The Depot Agent will issue Material Receipt Note (MRN) of goods/consignment received by him with a covering letter on his letter head signed by him or by his representative with Rubber Stamp of the firm of Depot Agent to the concerned project which will be a conclusive proof of delivery of goods from Tilam Sangh to the Depot Agent. Copy of the MRN with covering letter will be dispatched to Tilam Sangh's Head Office.
- 4.2 It shall be the responsibility of the agent to inspect all consignments before unloading and check consignment labels/seals, conditions of packing for signs of tempering/pilferage enroute as well as for shortage/damage/deterioration in transit as per outward physical appearance. Suitable remarks about the conditions of consignment on arrival should be entered in the material receipt note(MRN) and stock receipt register. If there are any signs of tempering/pilferage in respect of the unloaded consignment, agent shall take steps to obtain the re-weighment and shortage certificates from the transport carrier under intimation to the Federation's concerned project. If due to any lapses on the part of the agent in complying with the above requirement the Federation suffers any losses, agent shall be liable to compensate the Federation for all such losses suffered by the Federation.
- 4.3 Depot Agent shall intimate the Federation in writing the details of all undelivered consignment (of which Federation informed agent on dispatches) remaining in transit for more than 8 days from the date of dispatch to enable the Federation to contact the transport carrier for the missing consignment.

Depot Agent shall furnish details of those Lorry Receipt (L.R.) to Federation which are more than one month old from the date of issue and goods booked against which were not delivered to Depot Agent for lodging all claims with transport carrier and realization thereof.

- 4.4 No transshipment of goods in transit is allowed, however, if any consignment is received after transshipment in the delivery Van different from that in which consignment originally booked, it will be the depot agent's responsibility to link up the consignment with the Lorry Receipt (LR) in its possession and claim the contents of the consignments after obtaining shortage certificate/ L.R. bearing remarks regarding quantity received, condition of goods leakage/shortage etc. duly signed and certified by truck driver/transporter from the transport company.
- 4.5 Depot Agent shall raise Material Receipt Note (MRN) as soon as the consignment is received at his end and shall provide one copy to the Federation at the earliest (within 24 hours).
5. INSURANCE : Depot Agent will complete all formalities related to insurance claim of transit shortage as per the guidelines given by the Federation from time to time.
- 5.1 Depot Agent shall be responsible for arranging insurance survey at the time of receipt of consignments at the nominated godown and shall complete all the formalities for the insurance survey. Further depot agent will collect the insurance survey report from the surveyor complete in all respects and will send the same to the concerned project for lodging insurance claim within one month from the receipt of consignment.

Agent will be responsible for any negligence in complying with the formalities of insurance survey. Any claim rejected on account of such negligence will be debited to depot agent's account. The Federation shall forward a copies of the insurance policies in force in this regard for record of depot agent.

6. STORAGE:

- 6.1 It is expressly understood between the parties that goods delivered by the Federation to Depot Agent shall, until sold to customers, be held by Depot Agent as the Federation's property, on account of the Federation. The title to the goods shall at all times shall belong to the Federation and the title thereon shall continue to remain with the Federation until the goods are sold and related bill realised.
- 6.2 Depot Agent shall store Federation's products at the nominated godown approved by the Federation and not anywhere else without prior written permission of the Federation. Depot Agent shall use such nominated godown for storing Federation's products only for which it will be solely responsible for security and safety of the materials. In case insurance claim is rejected due to

storage of any other product other than that of Tilam Sangh or due to any deviation made by the Depot Agent which is not in line with the provisions of this agreement, any loss on this account shall be recovered from the Depot Agent. The federation's material stored in the godown shall be exclusive property of the federation and depot agent shall sell the material on commission basis.

6.3 Depot Agent shall store Federation's products in proper stacking (product-wise, pack-wise) and shall take proper care for any leakage/seepage in the godown which will solely be on his account. If any damage/leakage caused to the material after taking delivery of consignments by Depot Agent or any other damages caused in the course of handling, subsequent transportation and stacking etc., the same shall be recovered from the Depot Agent at the rates to be decided by the Federation from time to time.

6.4 Depot Agent shall store separately all leakage/damaged material received at its end at the time of taking delivery duly recorded in the goods receipt register and store them at designated place. Depot Agent will be compensated for repair of leaked tins received at the time of taking delivery @ Rs. 2.50 per Tin. Leakage loss subsequent to the taking of delivery will be to the Depot Agent's account.

6.5 The Federation will make the reconciliation of stocks given to Depot Agent on monthly basis in order to reconcile the goods leakages, physical stocks etc. Any loss on account of storage of federation's products in depot agent's custody shall be deducted from the Depot Agent's payment at the average rate of months under consideration.

7. SALES PROCEEDS: The Depot Agent agree to follow the procedure as prescribed by the Federation from time to time with regard to inventory, contracts, stock and accounting etc.

7.1 Depot Agent will sell federation's product on Federation's invoices for which depot agent shall maintain all periodical records pertaining to sales. Sale Invoices shall be issued by the Federation with specific Serial No. for executing sale of Tilam Products by the Depot. The Depot Agent will not issue any other invoice other than provided by the Federation.

7.2 The contracted product shall be marketed by Depot Agent on behalf of the Federation to the buyer at the prices determined by the Federation. The prices for bulk packs shall be fixed by the Federation on daily basis and that of consumer packs on periodical basis subject to revision in case of major fluctuations in the market. The Federation shall have the option to revise the prices of the contracted products from time to time after reviewing the market conditions and other relevant

factors, after due intimation to Depot Agent on phone/fax. Depot Agent agrees and undertakes to strictly enforce the price structure and limit/ceiling decided by the Federation from time to time.

7.3 Depot Agent shall sell the consumer packs as distributor on the rates communicated by the Federation from time to time.

7.4 For selling of Bulk Packs, the rate and limit shall be fixed by the Federation's Head Office on daily basis. Depot agent shall contact Federation's Head Office for taking rates and limit for goods and shall sell accordingly. Depot Agent shall maintain daily rate and booking register wherein the rates and limits received from the Federation as well as the contracts made at their end shall be registered on day to day basis. Depot Agent shall inform the sale made on day to day basis to the Federation on subsequent working day.

7.5 Depot Agent is allowed to sell 50 Tins (bulk pack) of each product per day in its name.

Depot Agent shall not sell over the sanctioned limit/ceiling of bulk packs to any of its associated/ sister firms or the firm in which Depot Agent itself or any of its partner/employee directly or indirectly or benami are having any interest without obtaining prior permission in writing from the federation. For all the consumer packs sales, Depot Agent shall act as distributor whereby all the consumer packs will be sold to the Depot Agent for further distribution to retailers. Depot agent is authorized to appoint sub-distributor at his level after getting prior approval from Federation.

7.6 The Federation shall forward any direct enquiry or orders received by them in respect to the supply of the contracted products in areas actually covered by the Depot Agent at any given time to Depot Agent for execution, and Depot Agent shall be entitled to receive thereon the remuneration/commission as per the terms of this agreement.

7.7 Depot Agent is authorized to sell Federation's product Ex-project basis at the rate and limit received from the Head Office at Jaipur. Such contracts will be issued from the Head Office/Projects on the terms and conditions laid down in the General Marketing Policy of the Federation.

8. DELIVERY SCHEDULE (BULK PACKS & CONSUMER PACKS):

8.1 All deliveries of Bulk Packs as well as Consumer Packs shall be made by the Depot Agent or at the project within 16 days from the date of booking excluding the date of booking. If the last day of delivery happens to be a holiday at Head Office, the delivery may be given on the next working day without storage charges. In case of booked stocks not received from the project at the depot in time, delivery of such contracted goods can be made within 10 days from the date of receipt of goods.

8.2 Irrespective of fact whether the prices of contracted goods have fallen, gone up or remain unchanged, if full payment against the contracted goods has been received by the Depot Agent/Project in stipulated time, delivery period can be extended as per the provisions of Marketing Policy for Branded Products.

8.3 In case Federation fails to make the delivery of contracted goods within the stipulated time, the Federation shall seek the extension for delivery from the buyer or shall cancel the contract at par as per buyer's option.

9. **PAYMENT TERMS :**

9.1 SALES EX- PROJECT: All transactions of Ex-project sales of Bulk & Consumer Packs through Depot Agent will be made against advance payment through Cheque/DD/PO/RTGS/NEFT in the name of the Federation so as to get the credit of sale proceeds in Tilam Sangh's Bank Account within 16 days from the date of booking excluding the date of booking. In case payment against Ex-project sale is received through Cheque, the delivery shall be made once the cheque is credited in Tilam Sangh's Bank Account in stipulated time. If 16th day is a bank holiday, the amount credited on the next bank working day shall be treated to have been credited in time. If the payment is not credited in Tilam Sangh's Bank Account in time, penalties may be charged as per Clause 9.4 referred here under.

9.2 SALES EX-DEPOT (BULK PACK):

9.2(a) Payment against sales of Tilam Products/commodities can be received through Cheque/DD/PO/RTGS/NEFT in the name of the Federation so as to get the credit of sale proceeds in Tilam Sangh's Bank account within 8 days from the date of billing or within 16 days from the date of booking whichever is earlier excluding the date of billing/booking. If 8th day or 16th day as referred above is a Bank Holiday, the amount credited on the next bank working day shall be treated to have been credited in time.

9.2(b) In case of goods lying at the Project indented by the Depot is not received at the depot in time, payment against sales of Tilam Products/commodities can be received through Cheque/DD/PO/RTGS/NEFT in the name of the Federation so as to get the credit in Tilam Sangh's Bank account within 8 days from the date of billing or within 10 days from the date of receipt of stock from project whichever is earlier excluding the date of billing receipt of stock. If 8th day or 10th day as referred above is a Bank Holiday, the amount credited on the next bank working day shall be treated to have been credited in time.

9.3 SALE EX-DEPOT (CONSUMER PACKS):

9.3(a) Payment against sales of Tilam Products/commodities can be received through Cheque/DD/PO/RTGS/NEFT in the name of the Federation so as to get the credit in Tilam Sangh's Bank account within 16 days from the date of billing or within 30 days from the date of booking whichever is earlier excluding the date of billing/booking. If 16th day or 30th day as referred above is a Bank Holiday, the amount credited on the next bank working day shall be treated to have been credited in time.

9.3(b) In case of goods lying at the Project indented by the Depot is not received at the depot in time, payment against sales of Tilam Products/commodities can be received through Cheque/DD/PO/RTGS/NEFT in the name of the Federation so as to get the credit in Tilam Sangh's Bank account within 16 days from the date of billing or within 18 days from the date of receipt of stock from project whichever is earlier excluding the date of billing/ receipt of stock. If 16th day or 18th day as referred above is a Bank Holiday, the amount credited on the next bank working day shall be accepted to have been credited in time.

9.4 If the payment is not credited in Tilam Sangh's Bank Account in stipulated time, penalties may be charged as per the provisions of Marketing Policy for Branded Products of Tilam Sangh which are as under :-

9.4(a) If the price of contracted goods has gone up or has remained unchanged on the maturity day (last day of crediting the payment)of the bargain and no payment has been made and no extension has been granted by the Managing Director towards payment period, the bargain shall stand cancelled and penalties shall be charged @ Rs. 1.50 per Tin/Carton.

9.4(b) If the price has gone down on the last day of crediting the payment and no extension has been given by the Managing Director regarding payment period, the bargain shall be cancelled and the Depot Agent shall raise debit note for such cancelled bookings. For raising the debit notes, the minimum rate as declared by the CMC on last day of payment shall be taken into account for charging the differential amount i.e. the rate difference between the contracted price and the minimum price declared by the CMC on the last day of crediting the payment date shall be charged. In case CMC has not declared rate for a particular product/commodity on the last day of

payment, the Product Manager in consultation with the Managing Director shall communicate the rate to concerned Depot Agent for raising the debit note based on the market information of the day in question

10. Proceeds of all the debit notes raised by the depot agent on behalf of the Federation shall be credited to the Federation's bank account within 30 days from the issue of debit note. In case Depot Agent does not deposit the debit note amount as specified in this agreement within 30 days from the date of issue of debit note/notice then the Federation shall have the right to adjust such amount (charging interest @ 15%) through invocation of bank guarantee or against other claims due to Depot Agent's.
11. All credit sales made by the Depot Agent shall be on the risk and cost of the depot agent only.
12. The Depot Agent shall issue and handover to the Federation a cheque of the amount equal to storage capacity of the godown which in the present context is 30 MT amounting to Rs. 20 Lacs towards value of stock being recurring and continuing obligation on the part of Depot Agent. In case the stock of Tilam Products stored in the godown exceeds the storage limit referred above, it will be the responsibility of the Depot Agent to intimate the Federation about such excess stocks so as to provide necessary insurance coverage for such stocks failing which any loss towards stocks lying in excess of above referred storage capacity shall be recovered from the Depot Agent.
13. However, sale made to Govt./Co-op. Organisations, credit facility for Bulk Packs may be allowed for 15 days from the date of billing. The payment against sale made to Govt./Co-op. Organisations may be deposited within 15 days from the date of billing including the date of billing. The recovery of the sale amount will be the responsibility of the Depot Agent within prescribed period.
14. The terms of supply of consumer packs to the depot agent who also acts as DISTRIBUTOR regarding price fall clause applicable on the stocks of the federation held by the distributor will be mutually decided after taking into account existing trade practice and the marketing policy of the federation.
15. In the event of Depot Agent fails to collect the sales proceeds or unable to deposit the same in Tilam Sangh's account within prescribed period, for any outstanding on account of debit note or otherwise against the sale of contracted products they will be charged the interest @ 15% p.a. for such delay on their part. This will not be applicable in cases arising out of quality and packing complaints received from the buyers.

16. Depot agent will furnish following certificate on its letter head with commission bill duly signed by authorised signatory of depot agent and verified by Depot Incharge (employee of Tilam Sangh), which shall form and read as integral part of this agreement.

CERTIFICATE

It is certified that the payment against bill No..... dated..... for (amount) Rs..... has been received on (date)..... through cash/cheque/DD NO.....date..... of Rs.....(Rupees.....) deposited in Tilam Sangh account on (date)..... and credited in bank on (date).....

(Signature)

For Depot Agent

17. REMUNERATION:

As mutually agreed between the Federation and Depot Agent, Federation shall extend their remuneration package to Depot Agent as stated below :-

- 17.1 For all sales of bulk packs delivered Ex-nominated godown (including sale in the name of Depot Agent as referred at 7.5 including Coop. Institutions working as depot agent), the commission @ 1% of the net sales value shall be paid. Commission shall include unloading, storage in the depot godown, selling expenses including brokerage, bank commission, DD charges (if applicable) etc.

For all Ex-projects sale of Bulk Packs & Consumer Packs made by Depot Agent in the allocated territory as referred in Clause 20, it shall only be paid brokerage @ 0.5% of the net sales value. The payment for Ex-project sale shall be deposited at the project/Head Office before taking delivery.

- 17.2 In case of bulk packs & consumer packs received and stored, in the nominated godown which is returned/transferred to any of the Federation's project/depot or to the consignment agent (unsold), or any sale made to Coop./Govt. Institutions Ex-nominated godowns (excluding purchases of Coop. Institutions working as depot agent and its name), the Depot Agent shall be paid handling charges @ 0.5% of the net floor price/issue price (excluding tax) as declared by the Federation on the day of bargain/dispatch of consignment. This will include unloading, re-loading and packing the consignment of stock/consignment transfer (including the packing material). However, Federation reserves the right to make its own arrangements for storing the goods for stock/consignment transferring the stock to any of its project/depots or affiliated agent in which case no commission shall be paid to the Depot Agent.
- 17.3 For all sales of consumer packs made and delivered at nominated godown, depot agent shall be paid commission @ 1.5% of the net sales value for unloading, storing, selling of goods, and @ 1.5% of the net sales value for secondary leg of transportation, leakage including the bank remittance charges if applicable. The depot agent will also operate as the distributor for consumer packs for which it will be eligible for distributors margin of 4% of issue price. The retailers margin will be 5% of price to retailer. The depot agent shall sell consumer packs to retailer at MRP which will be inclusive of distributors and retailers margin equal to 9% both putting together. Depot agent in turn pass on 5% margin to retailer retaining 4% for itself as a distributor.
- 17.4 For the remuneration as stated above the depot agent shall also provide godown facility with prior approval of the Federation. However, rent of office and godown will be borne by the Depot Agent. Federation will take the insurance coverage of the nominated godown provided by the depot agent.

Further all the leakage, damage in the Agent's godown after delivery of goods shall be to the depot agent's account. The godown and office space once provided by the depot agent as referred above shall not be changed unless approved by the Federation. It has been agreed that Depot Agent shall be paid remuneration referred above by the Federation on monthly basis. Agent shall have to submit monthly bills, VAT information etc. for the remuneration enclosing supporting documents as required by the Federation failing which Managing Director may impose penalty on account of late receipt of commission bills, VAT information etc.

18. DEFECT & REJECTIONS :

It has been agreed between Depot Agent and the Federation that Depot Agent shall entertain the rejection by Buyers only on the ground of quality of oil and/or defect in containers and/or

packaging. The representative of the Federation will ascertain at his level as per the norms set by the Federation and shall certify in writing that the rejected lot is not upto the mark and required to be replaced. Then only the rejected products shall be replaced by the Federation, at its discretion.

19. ESTIMATED TURNOVER:

- a. The sales target for the products introduced in the market may be given by the Federation. Federation reserves the right to revise the target of sales as per market factors, demand, supply and production.
- b. Supply obligation so undertaken by the Federation under this agreement shall be subject to adequate production/supply of the said goods by the Federation and also subject to smooth transport facilities being available at the relevant time.
- c. The federation reserves the right to market its products directly or appoint more than one depot agent in the allocated territory of the Depot Agent. Federation also reserves the right to market its products directly through the Co-operative societies organizations located in the allocated territory of Depot Agent for which the Depot Agent will not be entitled to any remuneration.

20. TERRITORY ALLOCATION:

Depot Agent will sell federation's products in the allocated territory consisting of following revenue districts of Rajasthan :

However, federation reserves the right to extend or reduce the territorial allocation as per its discretion after giving 15 days notice to the agent.

21. SALES TAX & OCTROI :

Depot Agent shall indemnify the federation against any demand from any Govt. department such as sales tax authorities etc. for breach/omission of law on his part.

22. MAINTENANCE OF ACCOUNTS :

Depot Agent shall maintain complete accounts pertaining to sales, receipts, dispatches, stocks, sales tax, octroi and other details as required by the law in force.

23. STATUTORY LEGAL REQUIREMENTS :

Depot Agent shall be responsible for fully complying with the requirement of law in force in the territory. If the federation becomes liable due to depot agent negligence or failure to comply with the requirement of law, depot agent shall fully indemnify the federation for such losses.

24. SECURITY:

Against stocks of the federation lying in the depot and outstanding dues payable by depot agent to the federation under this agreement, depot agent agrees to give a bank guarantee of Rs. 40 Lacs (Rs. Forty Lacs) within 15 days from the date of signing this agreement in favour of M/s. Rajasthan State Co-operative Oilseed Growers' Federation Ltd., Jaipur as per the performa provided by the Federation. Federation may further increase/decrease the security amount if it so desire. All credit would be given on the risk and cost of depot agent only. If the buyer is defaulter in making payment, the same will be recovered with interest @ 15% from the bank guarantee furnished by Depot Agent or any other amount lying with Federation. In addition to Bank Guarantee, the Depot Agent will also submit, four cheques of 20 lacs each of 5 lac denominations. The cheques should be duly signed by authorized signatories and should be undated.

An Indemnity Bond shall be executed by the Depot Agent towards any default or amount to be recovered from the Depot Agent in course of depot operations of Tilam Sangh.

25. JURISDICTION:

This agreement shall be deemed to have been concluded in the city of Jaipur and the Court of Jaipur (Rajasthan) shall have sole jurisdiction.

26. RESOLUTION OF DISPUTES :

Depot Agent and federation shall make every efforts to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with this agreement. If after thirty (30) days from the commencement of such informal negotiation depot agent and the Federation are unable to resolve dispute amicably, either party may refer the dispute to the formal mechanism of adjudication/arbitration. The same shall be referred to the sole arbitration of the person appointed by the Administrator of Federation as Arbitrator . There will be no objection to any such appointment by the depot agent. The decision of arbitrator shall be final and binding on both the parties.

27. DURATION OF AGREEMENT:

The terms of agreement shall be deemed to have commenced from.....(date) and will remain in force till either party of this agreement gives one months written notice to other party with the intention to terminate this agreement.

28. AMENDMENTS :

No variation or modification of the terms of the agreement shall be made except by written amendments signed by both parties concerned.

29. The depot agent agrees to undertake that presently Mr..... is having power of attorney/authorised signatory of M/s..... as per enclosed proprietor/partnership deed and photo attested by a Gazetted Officer or officer of Tilam Sangh to enter into agreement correspondence alongwith a certificate from the bankers of Depot Agent to the effect that the signatory is authorized signatory to draw cheque in bank account No. maintained with them. Any subsequent change in constitution of Firm/Proprietorship/ Partnership deed or Power of Attorney of authorised signatory shall be made only with prior written approval of Federation. The depot agent agrees that said bank

account shall not be closed without prior written permission of federation and sufficient balance shall be ensured by the depot agent. Satisfactory proof such as Sales Tax Registration etc. in case of Proprietary Firm will be provided to establish that executor is Proprietor of the Firm.

30. The parties agree that the federation shall not be held liable in any manner whatsoever if it is unable to carry out its obligations, under this agreement due to circumstances beyond its control.
31. The parties also agree that the trade marks under which the contracted products are to be sold by depot agent belong exclusively to the federation and depot agent shall at no point stake a claim to the proprietorship of such trade marks belonging to the Federation.
32. For further executing this agreement, the federation hereby appoints Depot Agent to be its attorney in the name of the federation to demand, dues or recovery and receive and give actual receipts and discharges for all sums which may be due from any buyer or buyers for or on account of goods held by depot agent, as aforesaid and generally to do all such acts and the federation shall ratify and confirm whatever depot agent may do or to be done as lawfully done under this agreement.

IT WITNESS THEREOF THE FEDERATION AND THE DEPOT AGENT HERETO RESPECTIVELY SIGNED THIS DAY AND DATE MENTIONED ABOVE.

PARTY :

(Mr.....)

(Seal & Signature)

For & on behalf of Depot Agent

MANAGING DIRECTOR

Tilam Sangh, Jaipur

(For Federation)