

AGREEMENT

This agreement made at this _____ day of _____ between M/s. _____ who is registered with Federation hereinafter called “ The Registered Sugar Dealer “ which term wherever the context so admits shall mean and include its successors in office and assigns and legal heirs of the one part and Special Officer representing the Tamil Nadu Co-operative Sugar Federation Ltd., having his registered office at 690 Anna Salai, Nandanam, Chennai 600 035 herein after referred to “The Federation” including its successors in office and assigns of the second part .

The Federation agrees for conducting sale of sugar through its sugar sales committee on all working Monday, Wednesday and Friday at its headquarter at Chennai for all the Cooperative / Public Sector Sugar Mills in Tamil Nadu and Puducherry Co-operative Sugar Mills. The Co-operative / Public Sector Sugar Mills will conduct sale of sugar at their respective headquarter on every working Tuesday, Thursday and Saturday.

The Registered Sugar dealer agrees to participate in the tender with TNCSF on behalf of Co-operative Sugar Mills, Public Sector Sugar Mills and Puducherry Coop Sugar Mills for the purchase of sugar on the following terms and conditions in addition to terms and conditions of tender and sale.

- (.) The Registered Sugar Dealer shall deposit Refundable Security Deposit of Rs.10,000/- (Rupees Ten Thousand) with the Federation, which will bear no interest. The Federation reserves the right to forfeit this security deposit in case of violation of agreement or any other conditions of the and sugar sales process
- (.) The sugar dealer to participate in the tender directly or through the agent. The appointment and authorisation of agents shall be as per the provisions of the Indian Contract Act ,1872.

- (.) All the actions of the agent in the sugar sales tender will be binding on the sugar dealer who has authorised the agent.
- (.) Registered Sugar Dealer agrees to furnish all the particulars required by the Sugar sales Committee such as name, full postal address of the dealer, quantity, price, grade of sugar, year of season's production and such other relevant particulars in respect of each sugar mill to unambiguously conduct the tender on the appointed days and time.
- (.) The sugar sales committee of the Federation has the right to accept the whole or part of the offer or reject whole of the offered quantity at its discretion without assigning any reasons thereof. The decision of the sugar sales committee of the Federation is final and conclusive in all matters relating to the sales.
- (.) On acceptance of the tender by the sugar sales committee, the Registered Sugar Dealer / Authorised Agent should remit an advance at the rate of Rs.50/- per Qtl or any other rate that may be fixed from time to time either in cash or by DD drawn in favour of Tamil Nadu Cooperative Sugar Federation payable at Chennai immediately after the sale is confirmed. The balance amount as per the prices confirmed in the tender including Excise Duty, Cess and other levies, if any at the rates in force from time to time shall be paid by D.D in favour of the mills concerned or by cash at the mills counter before 3.00 p.m of the working day. The D.D has to be obtained on the bank prescribed by the mills on nationalised / scheduled / co-operative banks in that particular town where the banker of the mills is situated. The payment can also be made by way of RTGS (Real Time Gross Settlement) at the concerned sugar mills
- (.) The Registered Sugar Dealer / Authorised Agent should remit the amount and lift the stock within the time allowed or agreed to and if he fails to do so, the advance is liable to be forfeited in favour of the mills. The non removal of stocks purchased from the mills premises will be the conclusive evidence of failure to perform the contract.

- (.) The Registered Sugar Dealer agrees to compensate, if any loss is caused to Federation or concerned mills on account of his or authorised agent's action and pay the same to the Federation or to its nominee member mills.
- (.) In case of failure to remit the amount claimed towards loss by (on the part of) the Registered Sugar Dealer within one week from the date of receipt of the claim, the Federation will initiate action to recover the amount of loss sustained by each member mill. For all purposes privity of contract as per the agreement shall be deemed to be between by Federation and the Registered Sugar Dealer.
- (.) The un-lifted quantity of sugar will again be sold by inviting tender at the earliest provided if there is sufficient time (within the time prescribed for sale of that quantity of sugar in that month) The loss, if any, sustained by the mills by re-selling the same quantity in any form will be recovered from the Registered Sugar Dealer. Where no resale has taken place, the Registered Sugar Dealer who failed to lift the quantity sold to him shall be bound to pay the difference between the contract rate and the lowest rate for which the sugar was sold in the same / subsequent month as loss of price
- (.) Any tender of the previously defaulted Registered Sugar Dealer is liable to be ignored or rejected irrespective of the prices. For this purpose, a defaulted dealer shall mean a Registered Sugar Dealer who has failed to adhere to the terms and to remit the EMD itself for the quantity of the sale confirmed within the time specified or who has failed to lift the quantity of sugar sold to him within the stipulated lifting time on any prior occasion or a Registered Sugar Dealer against whom a claim by the Federation for payment of loss or compensation or any other claim by the Federation for payment of loss or compensation or any other money claimed and connected with previous tender is pending notwithstanding the fact that no court proceedings was initiated by the Federation.

A defaulted Registered Sugar Dealer is not eligible to participate in any future tender.

Similarly any agent representing his principal is also liable to be disqualified from submitting any tender in future for any sugar dealer in /

such a case where a principal has committed default in the manner stated above.

Provided that such defaulted Registered Sugar Dealer or agent may be admitted to participate in the tender if they remit the actual or notional loss within one week from the date of receipt of the notice from the Federation.

- (.) Once the goods are loaded into the truck and truck leaves from the premises of the mills, then the mill is not responsible for any deficit / damages/ loss whatsoever.
- (.) The sale of sugar is subject to all restrictions that may be imposed by Government of India or Government of Tamil Nadu from time to time and subject to release order for free sugar in respect of the co-op and public sector sugar mills.
- (.) The agreement can be cancelled by giving one month notice, by either party. Also if a Registered Sugar Dealer does not participate and purchase sugar atleast once in three months, his dealership will automatically deemed to have been cancelled and the EMD remitted by him stands forfeited.
- (.) For any dispute arising out of this contract, the jurisdiction will be within the court in Chennai

Witness whereof Thiru _____, Special Officer on the part of the TNCSF and Thiru _____, Managing Director / partner / owner on the part of the Registered sugar dealer have herein signed and offered this on the date mentioned above.

Signature on behalf of
the Federation

Signature of the Registered Sugar Dealer/
Authorised Agent

Witnesses :

1

2

அனுப்புநர்
பெயர் மற்றும் விலாசம்
TIN No.

பெறுநர்

தனி அலுவலர் அவர்கள்
தமிழ்நாடு கூட்டுறவு சர்க்கரை இணையம்
690 அண்ணா சாலை, நந்தனம்
சென்னை 600 035

அய்யா

பொருள் :சர்க்கரை விற்பனை டெண்டரில் கலந்து கொள்ள பதிவு செய்யக்
கோருதல் தொடர்பாக

பார்வை : விளம்பர நாளிதழ் நாள்

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நான் கடந்த வருடங்களாக சர்க்கரை வியாபாரம் மேற்கண்ட விலாசத்தில்
செய்து வருகிறேன். அதற்கான வணிகவரித்துறை அலுவலரால் வழங்கப்பட்ட
சான்றிதழின் நகல் தங்களின் பார்வைக்கு இணைத்துள்ளேன். தங்கள் அலுவலகத்தில்
நடைபெற்று வரும் கூட்டுறவு மற்றும் பொதுத்துறை சர்க்கரை ஆலைகளின் சர்க்கரை
விற்பனை டெண்டரில் பங்கேற்க விருப்பம் உள்ளதால் பதிவு செய்து கொள்ள
விரும்புகிறேன் என்பதை தெரிவித்துக் கொள்கிறேன். மேலும் இது தொடர்பாக தமிழ்நாடு
கூட்டுறவு சர்க்கரை இணைய அனைத்து விதிமுறைகள் மற்றும் சட்டதிட்டங்களுக்கும்
கட்டுப்படுகிறேன் என சமர்ப்பித்துக் கொள்கிறேன்.

நன்றி

தங்கள் உண்மையுள்ள

FORMAT FOR AUTHORISATION OF AGENT BY THE REGISTERED SUGAR DEALER



Name of the Registered Sugar Dealer :
Code No. :
Address :

To
The Special Officer
Tamil Nadu Co-op Sugar Federation Ltd
690, Anna Salai
Nandanam
Chennai 600 035

Sir
I / we (designation) owner / Director / of.....

hereby authorise Thiru.....

S/o.Thiru..... residing at (address)

.....

(contact phone no.....)to participate in tender for sale of sugar invited by the Tamil Nadu Co-operative Sugar Federation and the respective Co-operative Sugar Mills / Public Sector Sugar Mills / Puducherry Coop Sugar Mills. The signature of the agent is attested herewith. I/We agree to abide by all the terms and conditions agreed by the agent for purchase of sugar from the Tamil Nadu Co-operative Sugar Federation Ltd Co-operative Sugar Mills / Public Sector Sugar Mills / Puducherry Coop Sugar Mills.

Name & Signature of the Authorised Agent
the Registered

Signature of
Sugar Dealer

Attested by

Signature of the Registered Sugar Dealer with seal

Note : The photograph and the authorisation format should be attested by Notary public/Gazetted Officer with seal.