

# **THE PLANTATION CORPORATION OF KERALA LIMITED**

(A Government of Kerala Undertaking)

**Registered Office: Kottayam 686004**

## **CONDITION FOR AGENCY-CENTRIFUGED LATEX 60%**

1. The Agency will be for a period of one year from 01-04-2017 to 31-03-2018.
2. Agent shall diligently and faithfully serve the Corporation as its Selling Agent.
3. Agent shall send order satisfying all condition and only the order satisfying the condition will be considered.
4. Order placed shall be complete in all aspects so that the same can be executed without further confirmation.
5. (a) An agreement in Kerala Stamp paper worth RS.200/- is to be executed.  
(b) An Amount of RS.1,00,000/- has to be remitted as Security Deposit before executing agreement.
6. Commission payable for month will be as following.

<b>Quantity</b>	<b>Commission</b>
Up to 149 drums	Nil
150 to 200 drums	0.50%
201 to 300 drums	0.55%
301 to 400 drums	0.60%
401 and above	0.75%

- (a) If any agent fails to sell a minimum quantity of 150 drums (194 W.Kg.per drum) of latex per month, he will not be eligible for any commission for the month and the Corporation will have the option to terminate the agency.
- (b) An agent lifted more than 1008 barrels (84 barrels x 12 months) with a minimum off take of 84 barrels per month; he is eligible to the annual commission of 0.55%.
- (c) An agent lifted more than 504 barrels (84 barrels x 6 months) with a minimum off take of 84 barrels per month; he is eligible to the annual commission of 0.40%.
7. Agent shall pay the cost fixed by the Corporation with all amount due from the customer for the supply already made as per order from the Agent. Agent will be responsible for the collection of bill amount with interest at 25% delayed payment and for collection of 'C' Form.
8. Corporation shall have the right to effect direct sales to any parties and the agent shall not to be eligible for commission for such sales.
9. Appointment of Agency can be terminated with one months notice by either party without assigning any reason.
10. If the Corporation feels that the Agent is resorting to unhealthy or unsound trade practice, the appointment is liable to the cancelled without due notice.

11. All applicable taxes will be levied in addition to the prices fixed by the Corporation from time to time.
12. The prices applicable will be the price on the date of the Delivery Order. The material is to be lifted from the Godown of the principal within 5 working days subsequent to the date of Delivery Order. If the material is not lifted within the prescribed time limit, the price on the date of lifting the material will become applicable if there is an upward revision in the price and price on the date of the Delivery Order will continue to apply if there is downward revision in the price. Godown charges at the rate of `15/- per ton per day will be charged after 10 days from the date of Delivery Order. If the material is not lifted within 15 days from the date of Delivery Order the principal will be entitled to forfeit the entire amount remitted by the party and to cancel the delivery order.
13. If in the process of loading transporting etc. of the latex being taken delivery of by the Agent/Purchaser or their employees vehicles etc . any loss whatsoever is caused to the principal by damaged or destruction of its properties building or any other structures or by injury to any person or otherwise, the agent shall forthwith on demand make good such loss to the principal by cash payment failing which the principal will be at liberty to recover the same from the Agent. Such loss or damage shall be assessed by the Managing Director of the Principal whose decision shall be final and binding on the Agent.
14. Orders should be made only to those who are having valid Rubber Board License. A copy of valid Rubber Board License of the purchaser has to be submitted to the principal.
15. Corporation will have the right to appoint more number of Agents at any time.
16. Supply will be made from the Factory Godown in the estates of the Corporation.
17. The quantity and the quality of the goods can be checked before it is lifted from the Godown of the Corporation and no complaint regarding the quantity or quality of the goods will be considered after the goods are lifted from the Godown.
18. In the event of any dispute arising in relation to or in connection with this agreement, the same shall be subject to the jurisdiction of the Court at Kottayam only.

**General Manager (Commercial)**

The above terms and condition hereby accepted:

(Name, Address & signature)