

## VENDOR AGREEMENT

THIS AGREEMENT OF VENDOR is made at Chandigarh on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_between:

Punjab Argo Juices Limited (PAJL), through its \_\_\_\_\_ having its registered office at Plot No.2-A, Sector 28-A, Madhya Marg, Chandigarh (Herein referred to as "Corporation" which term shall where the context so admits include their assignees, executors, successors, legal representatives and administrators) on the one part.

AND

\_\_\_\_\_ (Herein referred to as "Vendor" which term shall where the context so admits include their assignees, executors, successors, legal representatives and administrators) on other part.

WHEREAS the Corporation has framed a scheme to popularise natural fruit juices amongst the general public and for that purpose, proposes to set up Juice cum Snack Bar.

AND WHEREAS the Vendor has offered to market the reconstituted fruit juices, ready to serve drinks, snacks, frozen products by installing necessary`y equipment at his own cost through Juice cum Snack Bar to be constructed by the Vendor at \_\_\_\_\_ and the said offer made by the Vendor has been accepted by the Corporation.

WHEREAS Corporation and Vendor agrees to enter into an agreement to market the products as manufactured/supplied by the Corporation on the following terms and conditions:

1. That the Corporation shall, through its authorized suppliers or any other reliable agent designated by it, (hereinafter called as "the Supplier") shall supply fruit juices, drink concentrates, snacks, frozen products to the Vendor at the market rate prevailing at the time of supply on regular basis to the Vendor.
2. That the price of fruit juices, drink concentrates, snacks, and frozen products shall be inclusive of administrative charges.
3. That Vendor has also agreed to deposit interest free security amounting to Rs.15,000/-. The Agreement is valid from \_\_\_\_\_ to 28.2.2018 and shall be extended mutually with the consent from time to time.
4. That the Vendor shall be bound by all the terms and conditions of the "VENDOR AGREEMENT" between Corporation and Vendor, on the basis of which the possession of Juice bar site has been granted to the Corporation, and also the Terms & Conditions of renewal of the "VENDOR AGREEMENT" from time to time.
5. That as per the "LEASE DEED" between the Site Allotment Authority and the Corporation, the vendor shall be liable to pay License Fee of Rs. \_\_\_\_\_ plus Statutory Charges and all other local charges as may be applicable to the site in question by the competent authorities, to the Site Allotment Authority. In case of any increase in the License Fee by Site Allotment Authority/Govt., the Vendor shall pay the same from time to time without any default.
6. That the Water & Electricity charges shall be paid by the vendor as per actual terms and conditions fixed by the Site Allotment Authority. The Service Tax, Vat, and all other applicable taxes which may be charged/imposed by the State and Central Govt, from time to time shall be paid by the vendor only. All other Fees, Taxes, Charges, etc. as may be imposed shall be

paid in advance for each month without any default on or before 7<sup>th</sup> day of each British Calendar month.

7. That In addition to the payment of above License Fee and other applicable charges to the Site Allotment Authority, the Vendor(s) shall be required to deposit a refundable and interest free Security amount as per term of allotment, at the time of taking possession of the Juice Bar site, equivalent to 3 months License Fee. The said amount shall be refunded to the Vendor, at the time of termination of "Lease Deed" or upon the termination of "Vendors Agreement" between the Corporation and the Vendor.
8. That as per the Lease Deed, the Site Allotment authority shall have the right to recover advance monthly payments directly from the Vendor. In case of any delay/default in monthly payments on the part of the Vendor of the License Fee and other fixed Dues to the Authority, the said Authority shall issue a 30 days Notice to the Vendor for the clearing of all the outstanding Dues, with a copy of such Notice to Corporation. In case the outstanding dues are not cleared by the Vendor even after serving the afore said notice, the Site Allotment Authority/Corporation shall have a right to remove the Juice Bar Kiosk of the Vendor from the site with immediate effect and adjust all the outstanding Dues from the Security amount deposited with Site Allotment Authority/Corporation. The balance amount, after the adjustment of outstanding dues from the Security Amount, shall be refunded to the Vendor by the Site Allotment Authority/Corporation. In case of any outstanding amount towards the Site Allotment Authority, even after adjusting the Security amount, the corporation shall reserve its right to recover the same with due course of Law.
9. That In case, the Site Allotment Authority makes Corporation liable for any recoveries of any outstanding payments/dues of

the Vendor towards the said Authority, the same shall be recovered from the Vendor, along with interest, damages and costs of proceedings, if any, after adjusting any such amounts due from the Security amount.

10. That the Vendor shall ensure proper quality of the juice, drink, Snacks as per the standards of FSSAI and that laid down by the Statutory Authorities/Corporation. Moreover, the kiosk shall be kept open for inspection by the representatives of the Corporation and the Authorities of the National Horticulture Board. As the concentrate is to be reconstituted by adding purified water, the Vendor shall install water purifier of AQUAGARD or equivalent to make of suitable capacity at the kiosk at his own cost. If at any time, the quality of dispensed juices/drinks is found below standard, the Corporation would be at liberty to dispose the stocks of such sub-standard goods and shall be at liberty to terminate the present agreement with immediate effect.
11. That the Vendor shall employ adequate staff at his own cost at the kiosk for the sale of products and shall also maintain hygienic standards at the kiosk. The Vendor shall also procure, at his own expense, a refract meter (0° to 32° brix), which shall be kept at the kiosk during all working hours to enable the quality of the juice being dispensed to be checked.
12. That where the supplies of product are made by the Supplier in returnable containers and the Vendor agrees to deposit adequate security towards the cost of the containers as demanded by the Supplier. This shall become refundable after receipt of containers in safe and sound condition.
13. That the Vendor agrees to sell the goods as per rates approved by the Corporation from time to time. However, the price will be fixed keeping in view the interest of the Vendor.

14. That the Vendor shall not sell or in any manner deal in the products other than the products supplied by the Corporation.
15. The Vendor shall maintain all the equipment & machine at his own cost and shall be responsible for any loss to the machine.
16. That the risk of unforeseen contingencies such as power cuts, break down of machine, etc. shall be the sole responsibility of the Vendor.
17. The Vendor shall get architectural design, logo and color scheme of kiosk approved from the corporation.
18. The kiosk would remain in the exclusive possession of the Vendor. The Vendor shall not indulge in or carry out any activity other than the one specified above and consequently shall have the sole responsibility in this regard.
19. The Vendor may its option directly make purchases of the products from the recognized suppliers of Corporation. In such eventuality, the Vendor shall, within three days, communicate to the Corporation all the details of the purchase made by it.
20. The Vendors shall have the exclusive responsibility for any variation/adulteration etc., if found by any Authority, in the products sold by it. Corporation shall have no liability of any kind whatsoever in this regard.
21. The Vendor shall not sublet or transfer the juice bar/site to anybody without the consent/written approval of the Corporation failing which legal action against the vendor will be initiated.
22. The Vendor will have to lift the material during the financial year as per target fixed separately. The Vendor will be responsible for selling the products on 'First In First Out' basis.

23. The above agreement can be amended at any time with the mutual consent of Corporation and the Vendor. The agreement can be terminated by giving one month notice from either side.
24. In case of dispute, it will be decided by the Arbitrator and the decision of the arbitrator shall be final and binding on both the parties. The chairman of Corporation or any person appointed by him on his behalf will be sole arbitrator. The Arbitration proceedings will be held at Chandigarh.
25. The Parties agree that Chandigarh Courts shall alone have territorial jurisdiction to entertain any dispute arising out of this Agreement.
26. This Agreement shall be binding upon the parties hereto as well as their successors, nominees and assignees.

In witness thereof, the parties above named have executed this Agreement on the date and day mentioned above in presence of Witnesses.

**Place:** Chandigarh

**Date:** \_\_\_\_\_

Corporation

Vendor

Shri \_\_\_\_\_

Shri \_\_\_\_\_

Designation: \_\_\_\_\_

Designation: \_\_\_\_\_

Corporation

Vendor

**Witness:**

1) Name & Address

2) Name & Address

## **UNDERTAKING**

I, \_\_\_\_\_do hereby undertake to abide by all the terms and conditions contained in this Agreement and the provisions of Lease Deed executed between the Punjab Agro Juices Limited, 2-A, Sector 28-A, Madhya Marg, Chandigarh & Site Allotment Authority in respect of PAJL Juice cum Snack Bar site situated at \_\_\_\_\_. The provisions of the Lease Deed executed between PAJL and Site Allotment Authority have been explained clearly to me in great detail and a copy of which has also been supplied to me. As per the provisions of this Agreement and the Lease Deed, I shall also be responsible for the payments of all Dues to be made to Site Allotment Authority and to PAJL as well as undertake to abide by all the terms & conditions contained in this Agreement and the Lease Deed executed between the PAJL and Site Allotment Authority. In case of breach of any of the Clauses of this Agreement and/or the Lease Deed executed between PAJL and Site Allotment Authority, I shall be liable for all recoveries, forfeiture of Security Amounts and for any other appropriate proceedings as per law.

I, further undertake that in the event of default on my part towards the payment of License Fee and other fixed Dues towards the Site Allotment Authority (the Licensor) or any other lapse on my part, I indemnify PAJL from any recoveries, legal proceeding, losses, etc. in case any adverse order is passed against PAJL by any Authority or any Court of law.

Further, I undertake that I shall lift the material from PAJL during office hours from time to time for sale in the proposed Juice cum Snack bar and no other material shall be sold through PAJL outlet at the above site, except as specified in this Agreement.

(Signature of the Vendor)

