

To,
Messrs,

**Sub: Sale of Raw Jute of the Crop Year 2021/22
(OFS Ref. No: JCI/JUTE/SALES/2021-22/DS-3)**

Dear Sir/ s,

Reference to the OFS No JCI/JUTE/SALES/2021-22/DS-3, dated 18/02/2022, The Jute Corporation of India Ltd, have this day sold to you (*Buyer*) (xxxx qntls) of raw jute (tossa/ white) subject to the conditions endorsed hereon as follows:

A. Description of goods with Quantity :

SL No.	LOT NO	Region Name	Grade Composition (Qtls.)							TD5 basis price (Rs/Qtl)
			TD2/W2	TD3/W3	TD4/W4	TD5/W5	TD6/W6	TD7/W7	TD8/W8	
1.		FORBESHGANJ/BIHAR								6800
2.		JURIA/ NAGAON								6800

B. Crop Year of packed raw jute : 2021/22

C. Grade and State wise Differential Price of the Lots as in Axxexure-A of the OFS

Region Name	TD3/TW3	TD4/W4	TD5/W5	TD6/W6	TD7/W7	TD8/W8
Forbeshganj/ Bihar	Ref+450	Ref+250	Ref	Ref-400	Ref-700	Ref-800
Nagoan/ Assam	Ref+450	Ref+250	Ref	Ref-400	Ref-700	Ref-800

D. Period of Contract : Ninety days valid from the date of signing of this agreement.

E. Specification of Goods : Tossa variety of raw jute assorted in the old conventional grade standard from one to eight and packed in nominal weight 1.5 quintals per bale. The applicable standards shall be as per the relevant crop year.

F. Allowance:

- Variation in quantity/variety/grade shall be allowed up to (\pm) 5 percent of the contracted quantity.
- Allowable Moisture Regain percentage: -

Region	Percentage	Remarks
South Bengal	Eighteen	Only reading from IJIRA approved moisture meter with electrodes shall be given cognizance with review from time to time
Other than South Bengal	Sixteen	

G. Price:

- Mill Delivery* (Price inclusive of freight charges)
- Ex-Godown Delivery* (Price excluding freight charges)

H. Mode of Delivery : (Mill Delivery/ Ex-Godown Delivery)

I. Point of Delivery in case of Mill Delivery : (Point of Unloading at mill godown)

J. Point of Lifting in case of Ex-Godown : (Point of Lifting from JCI godown)

TERMS AND CONDITIONS

1. Definition:

The following terms whenever used in this contract shall have the meaning set forth in this paragraph

- Contract** – Agreement between The Jute Corporation of India Ltd. (JCI) and the Jute mill/ Company.
- Seller** – The Jute Corporation of India Ltd. (JCI)
- Buyer** – The Mill/ Company (Msss...../ As mentioned in Pg-1)
- Goods** – Tossa Variety
- Delivery Point** – Regions/ Area/ DPC's where from JCI shall supply the sold goods.
- Receiving Point** – Mills in contract at which JCI shall unload the sold goods on delivery.
- Notice** – Any notice to be served by the Seller or the Buyer under this contract shall be in writing and transmitted through fax/ e-mail or Indian post.

2. Payment Terms:

- i. The buyer has to pay full contract value (including all taxes and deviation in quantity) of Rs. **XXXXXXX/-** (Rupees in words) only in advance mode by Demand Draft/Cheque/Pay Order/RTGS/NEFT, through any scheduled bank payable at Kolkata within 5 working days from the contract date, payable to the account details mentioned as below -

Name of A/c Holder- THE JUTE CORPORATION OF INDIA LTD
Bank Name- CENTRAL BANK OF INDIA
Account No.- 1039797752
IFSC-CBIN0280105
Branch Name- NEW MARKET

- ii. On receiving the full payment of the contract value as mentioned in Clause No.2(i) herewith, the performance guarantee (i.e. 3% of quoted value) will be returned without carrying any interest after completion of delivery in case of mill delivery or lifting of material by the party in case of ex-godown delivery.
- iii. It is accepted that in case of breach of the aforesaid term, this contract will stand terminated in accordance with 'Clause No.-6' of this contract herein and the performance guarantee borne by the buyer shall be forfeited without affording any opportunity of hearing.
- iv. The buyer shall not make any deduction including on account of either claims on short weight, quality conditions or freight and entry tax from the invoices while making payment.

3. Delivery:

- i. **Delivery Terms** – The quantity in quintals comprising of all grades and varieties from the specific region/area as per 'OFS document' is to be supplied/lifted to/by the buyer.
- ii. **Period of Delivery/ Lifting** – Delivery/Lifting to be completed within ninety days from the date of payment in full of the contract value by draft/pay order/cheque/NEFT/RTGS, along with other required documents like E-Waybill etc. required for dispatch by the seller. The seller shall not be responsible for any delay in dispatches on account of non-availability of trucks, etc and/ or due to any of the unforeseen reason. Under such circumstances, the buyer can exercise its option to lift the jute to avoid the delay in lifting
- iii. **Mill Delivery** – Goods shall be supplied by the seller to the receiving point of the buyer, as mentioned in the contract herewith. Freight charges as applicable shall be borne by the seller in this mode of delivery.
- iv. **Ex-godown Delivery** – Goods shall be lifted by the buyer from the point of lifting by the seller, as mentioned in the contract herewith. The transport arrangements and the applicable freight charges with transit insurance are to be borne by the buyer, in this mode of delivery.
- v. **Nominal Weight** – Contract shall be deemed to be fulfilled on the basis of delivery made as per nominal bale weight of 1.5 quintals.

4. Weighment:

- i. **Weight at Delivery/Lifting Point** - 100% weighment at or nearest to the delivery/lifting point, in presence of buyer's and seller's representative and the weight recorded shall be final and acceptable to both the parties, with variance of $(\pm)0.25$ quintals per lorry. In the event of the absence of the buyer's representative at the spot of weighment, the spot weight done by seller's representative shall be acceptable to the buyer.
- ii. **Weight at Transit** – 100% weighment nearest to the receiving point, in presence of buyer's and seller's representative and the weight recorded shall be final and acceptable to both the parties, with variance of $(\pm)0.25$ quintals per lorry. In the event of the absence of the buyer's representative at the spot of weighment, the spot weight done by seller's representative shall be acceptable to the buyer.
- iii. **Weight at Receiving Point** – 100% weighment at the receiving point, in presence of buyer's and seller's representative and the weight recorded shall be final and acceptable to both the parties, with variance of $(\pm)0.25$ quintals per lorry.
- iv. **Neutral Weight** – The weight recorded at the transit, as mentioned in Clause No.4(ii) shall be considered as neutral weight and acceptable to both the parties, with variance of $(\pm) 0.25$ quintals per lorry.

- v. **Abnormal Weight Short** – Re-weighing at the receiving point shall be made only on occasion of abnormal weight shortage (if any) which must be endorsed at the back of the Challan with the name, signature and driving license number of the truck driver, at the time of unloading.
- vi. **Claims for Short Weight** – In the event of weight shortage reported by the buyer, claims shall be entertained, subject to the provisions of clause-4(i) to 4(v) and clause-7 herein in the contract.
- vii. **Invoice Weight** – At the time of dispatch to the receiving point of the buyer, the seller will raise invoices on nominal weight of the consignment size. In case of quantity difference, Debit Note or Credit Notes will be issued on case to case basis to the buyer.
- viii. **Weight Loss** – Loss of weight in transit up to (\pm)0.25 quintals per lorry shall be accepted by both the parties as normal.

5. **Procedure for Claim Settlement:**

Claim to be lodged through "Mill Receipt" by the buyer and should reach the seller within a period of (7) seven days from the date of receipt of the consignment.

- i. The buyer shall keep the entire lot of goods, with respect to which it has raised the claim, separately, for inspection to be carried out jointly by representatives of the Seller and the Buyer within a period of thirty (30) days from the date of receiving of all Mill Receipts for the entire quantity contracted and dispatched under the contract against which the consignments for which the claims lodged were received.
- ii. After the completion of such joint inspection and issue of the "Joint Inspection" report, if the buyer is found to be entitled to recover any amount from the seller, with respect to the goods against which it has raised such claims, the Buyer shall, within a period of 15 (fifteen) days from the date of receipt of such "Joint Inspection" report, lodge a claim in reference to the same with JCI.
- iii. Under no circumstances lorries/trucks can be detained citing quality, moisture or any such issues for claim to be registered. The consignment has to be unloaded at buyer's receiving destination and procedures as mentioned in Clause-5(i); 5(ii) and 5(iii) is to be followed for settlement of such issues. In case of undue detention of lorries, detention charges as deemed fit by JCI will be levied on the concerned buyer mill.
- iv. Without prejudice to the provisions of Clause-F(ii) mentioned at page-1 of this contract, it is hereby agreed that in the event of any such claim being lodged by the buyer, the allowable moisture regain percentage shall be as may be mutually agreed between the Parties. All such claims lodged by the buyer with seller shall be mutually settled.
- v. No claims shall be entertained by the seller if there is any violation or deviation in Clause-5(i); 5(ii) and 5(iii).

6. **Cancellation Clause:**

In the event of any delay or failure on the part of the buyer in making full payment of the contract value in advance as specified herein within 5 working days and/or his/her failure and/or refusal to take delivery of the contracted quantity within the stipulated period or not to perform any of the term and conditions of the contract, seller shall have the right to exercise any or all of the following option:

- i. Terminating the contract and recovering the losses, if any, including forfeiture of the entire amount of the performance guarantee.
- ii. Terminating the contract and charging the buyers for the difference, if any between the contract price and the market price as per the quotation of the Jute Bailers Association on the date of cancellation of the contract.
- iii. Cancelling the contract and selling the goods in any manner deemed fit by the seller without any prior notice to the buyer and the loss suffered by the seller, if any, shall be entitled to recover from the buyer/intending buyer in any manner as it deems fit including forfeiture of performance guarantee in full.
- iv. The aforesaid actions of the seller are in addition to and without limiting to the rights and remedies under law.

7. **Disputes:**

- i. Subject to the terms contained herein, in the event of disputes or differences of opinion and claims arising out of or in connection with this contract or in any way relating hereto or any term, condition or provision herein mentioned or the construction or interpretation thereof or otherwise in relation hereto, the parties shall settle such disputes, differences, claims or questions by friendly consultation and negotiation across the table at the registered office of JCI.
- ii. The work, performance and/or any other matter incidental to this contract shall not be stopped, prevented, obstructed or delayed in any manner or for any reason whatsoever, during amicable resolution of any dispute.

8. Arbitration:

All controversy, dispute or disagreement of whatsoever nature between the parties arising out of, or in relation to this agreement and/ or relating to the construction, meaning, scope, performance, operation or effect of this agreement or the validity or the breach thereof, shall in the first instance be attempted to resolve amicably through discussions/ negotiations between the parties. In the event parties are unable to resolve the dispute amicably within a period of fifteen days, from the notice in writing by either party, such disputes or matters shall be referred for Arbitration. The Arbitrator (other than the employee of the parties hereto) shall be a Sole Arbitrator to be mutually appointed by both the parties within a period of fifteen days, failing which the sole Arbitrator shall be appointed as per the provisions of the Arbitration and Conciliation Act, 1996 as amended and the decision/ award of the Sole Arbitrator shall be final and binding upon the parties hereto. The language of the arbitration shall be English and the seat of the arbitration shall be at Kolkata excluding all other jurisdiction.

9. Governing Law:

This contract will be governed by the Laws of India and only the Courts at Kolkata shall have exclusive jurisdiction over the matters arising out of the agreed terms and conditions hereto.

10. Legal Relationship:

This contract in on principal-to-principal basis and does not create any employer-employee relationship. The buyer shall provide the services herein as independent contractor and nothing contained herein shall be deemed to create an association, partnership, joint venture or relationship of principal and agent or master and servant, or employer and employee between the Seller and the Buyer.

All representative/s and person/s employed by the Buyer shall be engaged by him as employees in all respects, and all rights and liabilities under the Indian Factories Act, or the Workmen's Compensation Act, or Employees Provident Fund Act, and any other applicable acts/ rules, in respect of all such personnel shall exclusively be that of the Buyer.

11. Time is of the Essence:

Time shall be the essence of this contract and of each and every part thereof.

12. Force Majeure:

Neither party shall be liable for any delay or failure in performing any of its obligations hereunder and if such delay or failure either wholly or partly is due to Force Majeure conditions such as floods, earthquakes or other acts of God, or any acts of governmental body or public enemy, wars, riots, embargoes, epidemics, fires or any causes, circumstances or contingencies beyond the control of such party, then –

the party affected by such Force Majeure conditions shall forthwith notify the other Party/ Parties, of the nature and extent thereof, in writing, within seventy-two hours after the occurrence of such Force Majeure condition and shall, to the extent reasonable and lawful under the circumstances, use best efforts to remove or remedy such cause with all reasonable dispatch. Time for performance of the obligation affected by Force Majeure shall stand extended by the period for which such cause lasts.

If the Force Majeure condition in question prevails for a continuous period of more than one month, the parties affected by such condition may enter into bona fide discussions with a view to alleviating its effect on this Contract by agreeing to such alternative agreement as may be fair and reasonable.

13. Amendments:

Any change/s made in any clauses of the contract which shall modify the purview of the contract within the validity and currency of the contract shall be deemed as an amendment. Such an amendment can and will be made and be deemed legal only when the parties to the contract provide their written consent about the amendment, subsequent to which the amendment is duly signed by the parties and shall be construed as part of the contract.

14. Verbal Undertaking Not Binding:

Any verbal or written arrangement abandoning, varying or supplementing this contract or any of the terms hereof shall not be binding on the Seller unless and until the same are endorsed or incorporated in a formal instrument and/ or accepted in writing by the parties to the contract.

15. Representation And Warranty:

The Buyer represents and warrants that –

- i. It has full right, power and authority to enter into and carry out this contract and have been and is on the date of this contract duly authorized by all necessary and appropriate corporate or other action to execute this contract;
- ii. It has no prior commitments, arrangements or agreements with any other person/ company/ or any other authorities under this contract;
- iii. It has the requisite experience, knowledge, expertise, capability, availability of manpower and infrastructure (with the capacity and the ability to augment all of the foregoing) necessary to effectively and properly render the services for the projects as agreed to be rendered hereunder; and

- iv. It shall perform its obligations, including without limitation, payment obligations under this contract with the standard of skill, diligence and competence, meeting global quality standards and shall implement the best practices prevalent in the business/ industry.
- v. It has all the requisite licenses and permits as required under applicable laws and that any of the terms of this contract does not conflict with or result in breach of or default under applicable law, or any order, writ, injunction or decree of any court or governmental authority or any agreement, written or oral, to which it is a party.

16. Indemnity:

The Buyer shall indemnify and hold the Seller harmless from and against all fines, suits, claims, demands, losses, expenses, costs, fees and actions (including, without limitation, attorney's fees, cost and expenses) with respect to any injury to person or damage to or loss of property on or about the premises or in the building or in or on the grounds and parking areas or any other reason/ event which give rise to a third part claims, caused due to the negligence/ misconduct/ breach of terms of this agreement/ any acts or omissions of the Buyer, its agents, employees, invitees or by any other person acting on its behalf.

17. Integrity Clause:

The buyer or its personnel will not, directly or indirectly offer or pay, or authorize such offer or payment, of any money or anything of value to improperly or corruptly seek to influence any JCI Official or any other person in order to gain an improper business advantage. Throughout the term, buyer mill will comply with the anti-bribery and anti-corruption provisions in this clause.

18. Insolvency:

If either party shall fail to pay its debts as they fall due, cease to carry on business, become bankrupt or insolvent, have a receiver or sequester appointed, go into liquidation, voluntarily or otherwise (other than voluntary liquidation for the purpose of corporate reconstruction), enter into a deed of arrangement or a composition for the benefit of its creditors, or do or suffer any equivalent act or thing under any applicable law, the other party shall be entitled by written notice immediately to close out this contract, at the prevailing market price ruling on the day following such event and this shall prima facie be the basis of settlement of account between the parties in such circumstances.

19. Limitation of Liability.

The Seller shall not be responsible for the following:-

- i. Losses that were not caused by any breach on the part of the Seller; or
- ii. Any business loss (including loss of profits, revenue, contracts, anticipated savings, data, goodwill or wasted expenditure); or
- iii. Any indirect, special or consequential losses that was not foreseeable to both the buyer and the seller; or
- iv. For any delay or failure to comply with its obligations under these 'Terms and Conditions' if the delay or failure arises from any cause which is beyond its reasonable control.

The duplicate copy of this offer duly signed by the Buyer be returned within 10(ten) days from the date of issuance of the offer in confirmation of all the terms and conditions of this contract along with the requisite payment arrangement.

For and on behalf of
The Jute Corporation of India Ltd.

Authorised Signatory

We accept the contract on the terms and conditions of the contract as indicated above.

Signature & Name _____

Designation _____

Name of the Mill _____

Date _____