



भारतीय पटसन निगम लिमिटेड

(भारत सरकार की संस्था)



The Jute Corporation of India Limited

(A Government of India Enterprise)

आईएसओ 9001:2015 प्रमाणित कंपनी / An ISO 9001:2015 Certified Company

पंजीकृत और प्रधान कार्यालय: 15एन, नेली सेनगुप्ता सरणी, 7वां तल

Regd. & Head Office: 15N, Nellie Sengupta Sarani, 7th Floor

कोलकाता / Kolkata – 700 087

सी.आई.एन./C.I.N.:U17232WB1971GOI027958

Ref. No.: JCI/--/2021-22/DS-2

Date:dd/mm/yyyy

To,

Sub: Sale of raw jute of crop year 2021-22

Ref: Bid Notice No: JCI/JUTE/SALES/2021-22/DS-2 dated: dd/mm/yyyy

Dear Sir(s),

With reference to above we have this day sold to you ----- **quintals** of raw jute of the following varieties and grades at prices and terms and conditions specified below:

The details of sale quantity of raw jute on the basis of Rs. -----/- for TD5 grade per quintal for lots from the different regions , is as under, price of other grades & variety as per clause 1.2:

Mill Delivery/Figures are in Qntls.

SL No.	Region	Grade Composition (Qtls.)								Mill delivery TD5 basis price (Rs/Qtl)
		TD2/W2	TD3/W3	TD4/W4	TD5/W5	TD6/W6	TD7/W7	TD8/W8	Total	

TERMS AND CONDITIONS OF SALES

1.0 The contract for sale will remain valid for a period of 90 days (as specified in quotation format) from the date of signing of the instant agreement and the scheduled delivery shall be completed within the above said period positively. The aforesaid period for the purpose of the instant agreement shall be referred to as the contract period. Time is the essence of this Contract.

1.1 The quantity to be sold to the buyer in quintals comprising all grades and varieties available for sale as per Table of Bid Document. However, variation of quantity / variety / grade shall be allowed upto (\pm) 5% of the contracted quantity.

1.2 The available sale quantity of ----- Qtls. comprises of grade TD1/W1 to TD8/W8, as per given schedule in "Detail of grade wise quantity of offered lots" (as given in Bid Notice No. Ref. No.JCI/JUTE/SALES/2021-22/DS-2 dated: 28/12/2021) and accordingly pricing to be done considering grade differential rates as follows on MID grade basis":

REGIONS/ RLD	TD2	TD3	TD4	TD5	TD6	TD7	TD8
	REF+	REF+	REF+	REF	REF-	REF-	REF-
	REF+	REF+	REF+	REF	REF-	REF-	REF-
	REF+	REF+	REF+	REF	REF-	REF-	REF-
	REF+	REF+	REF+	REF	REF-	REF-	REF-

1.3 Allowable moisture 18% (for jute from West Bengal) & 16% (for jute from Bihar and Assam) meter reading on IJIRA approved moisture meter along with electrodes for raw Jute shall only be given cognizance. (Allowable Moisture regain % shall be reviewed from time to time).

1.4 Contract shall be deemed to have been completed on delivery of Jute as per specification given above.

1.5 Period of Delivery/Lifting: Delivery (in case of Mill Delivery) / Lifting (in case of Ex-godown Delivery) shall be completed within "Contract Period" as per Clause 1.0 above, after submission of payment details as stated in Clause 1.13 of this section. The Required documents like e-Waybills etc. for dispatch are to be arranged by the party itself.

1.6 **DELIVERY TERMS:** MILL Delivery/ Ex-Godown

1.7 **WEIGHMENT:** The weight recorded near to DPC/near to mill will be final and acceptable to both the parties, with (\pm) 25 Kgs./ per lorry. In case of ex-godown delivery, weight recorded at DPC will be final.

1.8 Re-weighment at the buyer's premises shall be made only at the time of abnormal weight shortage and that must be endorsed at the back of the Challan with the name, signature and driving license number of the truck driver along with the name and signature of the representative of JCI.

1.9 For Mill delivery, JCI will raise invoices on nominal weight/ actual weight recorder near DPC at the time of delivery of assorted baled Jute to the Mills.

1.10 **PAYMENT TERMS:**

- i) The buyer has to furnish full value (including all taxes and deviation in quantity) of Rs.---- --/- (Rupees -----) only in advance by DD/NEFT/RTGS/Bank Cheque drawn on any scheduled bank payable at Kolkata within 5 working days of signing of the contract. The bank details are as follows:

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) In case the payment made in full by DD/RTGS/NEFT/Cheque, the SD (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.

1.11 **CLAIM SETTLEMENT:** The mills should lodge claim through Mill Receipt which should reach the corporation within 7 working days from the date of receipt of the goods. After lodging a complaint as aforesaid with the Corporation, the Buyer shall keep the entire lot of unloaded goods, with respect to which it has raised the complaint, separately, for inspection to be carried out 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, jointly by representatives of the corporation/JCI and the Buyer and the “Joint Inspection Report” will be issued immediately. Buyers are free to inspect the jute once it is ready for dispatch at DPC and lorry detention at any point for this purpose will not be permitted.

1.12 After completion of such inspection and issue of the “Joint Inspection” report, if the buyer is found to be entitled to recover any amount from the Corporation/JCI, 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 the Corporation/JCI.

1.13 **E-WAY BILL(S):** For transportation of jute under this contract to the buyer’s jute mills located in West Bengal or in other states from outside state or from any place within state (whenever made effective) necessary e-way bills shall be provided by the buyer as per provision within 3 days of commencement of the contract, failing which all liabilities arising out there from shall lie with the buyer. Any delay in dispatch of goods due to non-submission of e-Way Bills shall be on buyer’s account and the Corporation/JCI will not be liable on any account whatsoever.

1.14 In the event of failure on the part of the buyer in making payment arrangement as specified herein within 5 working days from the date of the contract and / or his / her failure and / or refusal to take delivery of the contracted quantity within the stipulated period or to perform any of the term of the contract, the Corporation/JCI 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 EMD.

- ii. Terminating the contract and charging the buyers for the difference, if any between the contract price and the market price as per JBA quotation on the date of cancelation of the contract.

- iii. Cancelling the contract and selling the goods in any manner deemed fit by the Corporation/JCI without any prior notice to the buyer and the loss suffered by JCI, if any, shall be entitled to recover from the buyer/intending buyer in any manner as it deems fit including forfeiture of SD in full. iv. The aforesaid actions of JCI are in addition to and without limiting to the rights and remedies under law.

1.15 **Taxes:** The buyer shall pay GST on the value of jute at the rate applicable on such supply. Based on the nature of supply, IGST or CGST and SGST will be charged.

1.16 Disputes: 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.

1.17 The buyer shall not make any deduction including on account of either claims on short weight, quality, condition or freight and entry tax from the invoices while making payment.

1.18 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.

1.19 **ARBITRATION:-** In case of any dispute or differences arising out of or in relation to the contract between the parties to the contract which cannot be mutually resolved, the same shall be referred to Arbitration. The Arbitrator (other than employee of the parties hereto) shall be a Sole Arbitrator and shall be appointed as per the provisions stipulated in the Arbitration and Conciliation Act 2019 and the decision/ award of the Sole Arbitrator shall be final and binding upon the parties hereto. The Arbitration proceedings shall be governed by the provisions of the Arbitration and Conciliation Act 2019 and the place of Arbitration shall be in Kolkata excluding all other jurisdiction.

1.20 **FORCE MAJEURE:** If at any time during the continuance of this contract the performance by either party under this contract of any of its obligations is rendered impossible by reasons of Force Majeure such as Acts of God i.e. flood, fire, earthquake, explosion, war, riots, civil commotion etc. (here-in-after referred to as Force Majeure) then, provided written notice of the happening of the event of Force Majeure is given by the affected party to the other within 72 hrs of the occurrence thereof, the affected party shall not be liable for fulfilment of any of its obligations pursuant to this contract during the continuance of the event of force majeure. Time for performance of the relative obligation suspended by the Force Majeure shall then stand extended by the period for which such cause lasts.

1.21 All other Terms & Conditions as per Bid No.: Ref. No. JCI/JUTE/SALES/2021-22/DS-2 dated: -.

The duplicate copy of this offer duly signed by the Buyer be returned within 3(three) working 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 Limited

General Manager (O/M)

We accept the contract on the terms and conditions indicated above

Name: _____

Signature: _____

Designation: _____

Name of the Mill: _____

Date: