

भारतीय पटसन निगम लिमिटेड
The Jute Corporation of India Limited
(A Government of India Enterprise)

प्रधान कार्यालय: पटसन भवन, तीसरी और चौथी मंजिल, ब्लॉक-सीएफ, एक्शन एरिया - 1, न्यू टाउन, कोलकाता - 700156
Head Office: Patsan Bhavan, 3rd & 4th Floor, Block-CF, Action Area – 1, New Town, Kolkata - 700156
सी.आई.एन./ C.I.N.: U17232WB1971GOI027958

Ref. No.:

Date:

To,

Sub: Sale of raw jute of crop year 2022-23
Ref: Bid Notice No: JCI/JUTE/SALES/2024-25/DS-2 dated: 02.12.2024

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 defined region of are as under, price of other grades & variety as per clause 1.2:

Mill Delivery/Figures are in Qtls.

| Lot No. | Sr. No. | Region | Grade Composition (Qtls.) | | | | | | | Mill delivery TD5 basis price (Rs/Qtl) |
|---------|---------|--------|---------------------------|-----|-----|-----|-----|-----|-------|---|
| | | | TD2 | TD3 | TD4 | TD5 | TD6 | TD7 | 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.

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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 (±) 5% of the contracted quantity.

1.2 The available sale quantity of _____ Qtls. comprises of grade TD2 to TD7, as per given schedule in “Detail of grade wise quantity of offered lots” (as given in Bid Notice No. Ref. No. _____ dated: _____) and accordingly pricing to be done considering grade differential rates as follows on MID grade basis”:

| REGION | GRADE WISE DIFFERENTIAL RATES | | | | | | |
|--------------|-------------------------------|---------|---------|-----|-----------|---------|----------|
| | TD2 | TD3 | TD4 | TD5 | TD6 | TD7 | TD8 |
| Berhampore | 950+REF | 650+REF | 400+REF | REF | REF – 300 | REF-600 | REF-800 |
| Bethuadahari | 950+REF | 650+REF | 400+REF | REF | REF – 300 | REF-600 | REF-800 |
| Krishnanagar | 950+REF | 650+REF | 400+REF | REF | REF – 300 | REF-600 | REF-800 |
| Kolkata | 950+REF | 650+REF | 400+REF | REF | REF – 300 | REF-600 | REF-800 |
| Tulshihata | 950+REF | 650+REF | 400+REF | REF | REF – 300 | REF-600 | REF-800 |
| Cochbihar | 950+REF | 650+REF | 400+REF | REF | REF – 300 | REF-600 | REF-800 |
| Siliguri | 950+REF | 650+REF | 400+REF | REF | REF – 300 | REF-600 | REF-800 |
| Gouripore | 950+REF | 650+REF | 400+REF | REF | REF – 400 | REF-800 | REF-1000 |
| Guwahati | 950+REF | 650+REF | 400+REF | REF | REF – 400 | REF-800 | REF-1000 |
| Nagaon | 950+REF | 650+REF | 400+REF | REF | REF – 400 | REF-800 | REF-1000 |
| Bhadrak | 950+REF | 650+REF | 400+REF | REF | REF – 400 | REF-800 | REF-1000 |
| Forbesganj | 950+REF | 650+REF | 400+REF | REF | REF – 300 | REF-600 | REF-800 |

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: Delivery (Mill 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.

1.7 For delay in making payment arrangement the buyer is under an obligation to make the payment of carrying charges @ INR 5/- per quintal per day for a maximum period of 5 working days from the stipulated last permitted date of making payment or submission of payment document made on any Scheduled bank payable at Kolkata only in favour of “The Jute Corporation of India limited”. A

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default and / or breach of the aforesaid condition would lead to the termination of the contract in accordance with Clause - 1.20 of the instant contract.

1.8 **WEIGHMENT:** The weight recorded near to DPC/near to mill will be final and acceptable to both the parties, with (±) 25 Kgs./ per lorry.

1.9 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.

1.10 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.

1.11 PAYMENT TERMS:

The buyer has to furnish full value (including all taxes and deviation in quantity) of Rs. _____/- (Rupees _____) only in advance by mode of payment 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 |
| Branch | New Market, Kolkata |
| Account Holder | The Jute Corporation of India Ltd |
| Account Number | 1039797752 |
| IFSC | CBIN0280105 |

i. In case the payment made in full by RTGS/NEFT, the EMD (i.e. 3% of quoted value) will be returned without carrying any interest after completion of delivery.

ii. In case of payment made through confirmed and irrevocable Letter of Credit opened with any Scheduled Bank at Kolkata; the EMD shall remain with the Corporation till the payment is realized in full. It is accepted that in case of breach of the aforesaid term, the contract will stand terminated in accordance with clause 1.20 of the instant contract and his EMD will stand forfeited without affording any opportunity of hearing. However JCI reserves the right to moderate the payment term from time to time and to evaluate the offer accordingly of the bidders based on their past payment records while dealing with JCI.

1.12 Condition of L/C: The Letter of Credit shall –

- i. Be irrevocable payable at sight and stamped as required under the law;

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- ii. Authorize payments of draft and invoices there under at sight without any grace period;
- iii. Cover the value of the goods as stated in clause-5, above along with carrying cost, and other incidental cost;
- iv. Allow for negotiation of the invoices based on nominal weight/spot weight at all the points of delivery;
- v. Allow for negotiation of documents on the basis of provisional invoice for unlifted quantity as per contract terms;
- vi. Indicate the sale contract No. and date and quantity price by grades and varieties with provision for variation;
- vii. Remain valid for 90 days or more, from the date of final receipt of the valid L/C, in a manner acceptable to the seller, for the purpose of delivery, negotiation and payment of the drafts and invoice;
- viii. Authorize the seller for realization of all bank/negotiation charges from the buyer;
- ix. Allow part shipment and transshipment;
- x. Stipulate for submission of the following documents to the credit opening bank for negotiation and payment of drafts and invoices;
 - (a) Copy of signed invoices in duplicate to accompany the relevant copy of railway receipt or copy of lorry consignment note or copy of lorry challan or copy of mill receipt in case of delivery made by the seller, at the request of the buyer;
 - (b) Copy of signed invoices in duplicate to accompany copy of duly received challan issued by the seller or copy of mill receipt when the buyer or his representative takes delivery from the supply destination;
 - (c) Debit note raised for carrying cost and other incidental cost;
- xi. Authorize the seller to recover an additional amount in case of non-compliance of the condition laid down in the contract.
- xii. Except as otherwise expressly stated this L/C is to be opened subject to the uniform customs and practices for documentary credit latest version as contained in the International Chamber of Commerce latest publication as amended from time to time.
- xiii. A sample copy of L/C in relevance to this contract, with the terminology and description of the referred UCP number is attached as **Annexure-I**.
- xiv. All the points mentioned at 'additional conditions' and 'documents required' part of Annexure-II shall be acceptable by the buyer for an L/C to be valid under this contract.

1.13 **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

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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.

1.14 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.

1.15 **E-WAY BILL(S):** In this contract herewith, E-way bill/s, if applicable, shall be provided by the buyer for transportation of raw jute to the buyer’s receiving destination, for inter-state and intra-state transportation of goods. Any delay in dispatch of goods due to non-submission of e-way bill/s shall be on buyer’s account.

1.16 In the event of any delay of failure on the part of the buyer in making payment arrangement as specified herein within 5 working days and with carrying charges within a maximum period of another 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 EMD in full. iv. The aforesaid actions of JCI are in addition to and without limiting to the rights and remedies under law.

1.17 Taxes: The buyer shall pay Taxes on the value of jute at the rate applicable on such supply.

1.18 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.

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1.19 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.

1.20 **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.

1.21 **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.

1.22 All other Terms & Conditions as per Bid No.: Ref. No. _____ 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.

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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:

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| Letter of Credit (Sample Copy) | | | Annexure-I |
|--------------------------------|--|--|------------|
| UCP Ref. | Terminology | Description | |
| 20 | Documentary Credits (LC) | Unique ref. No | |
| 31C | Date of issue of LC | DDMMYYYY, in any order | |
| 40A | Form of LC | Irrevocable | |
| 40E | Applicable rules | UCP Latest Version | |
| 31D | Date and place of Expiry | DDMMYYYY, in any order, India | |
| 50 | Name and address of applicant | Name of Mill | |
| 59 | Name and address of Beneficiary | The Jute Corporation of India Ltd., Patsan Bhavan, 3 rd & 4 th Floor, Block-CF, Action Area – 1, New Town, Kolkata 700156. | |
| 32B | Currency Code, Amount | Amount in INR for 110% of contract value including carrying cost | |
| 39B | Not Exceeding | | |
| 41D | Available with | Any bank in India | |
| 42C | Drafted at | At Sight | |
| 42D | Issuing Bank | | |
| 43P | Partial Shipments | Allowed | |
| 43T | Transshipment | Allowed | |
| 44A | Place of taking incharge | Any state in India | |
| 44B | Place of final destination | | |
| 44C | Latest date of Shipment | 30 days from the date of LC | |
| 45A | Description of Goods | Raw Jute | |
| | Incoterms 2020 | CIP | |
| 46A | Document required | 1. JCI certified copies of Bill of Supply/Commercial invoice 2. JCI certified copies of Transporter's Consignment Note or Transport Challan. 3. Copy of Insurance Policy or certificate dated not later than the shipment date signed & issued by insurance company made to order and for atleast the invoice value of the goods plus 10 pct endorsed in blank, covering inland transit risk as per Institute Transit (Rail/Road) clause 'A', Inland Transit (SRCC) clauses (Cover) with claims payable as excess/deductible 0.50% of the consignment value subject to minimum of Rs. 10000/- for each and every claim. From anywhere in India to anywhere in India. 4. Draft/Bill of Exchange of 100 pct of invoice value in one copy | |
| 47A | Additional condition | 1. All documents should mention LC number and date. 2. All documents should be in English. 3. Raw Jute as per contract No JCI/000/2024-25/xxx Dated xxxxxxxx 4. Proof of transportation is to be provided not necessarily from IBA approved transporter or UCP Carrier 5. Misspelling/ Typographical errors except quantity and amount which does not change the meaning of word/sentence in which it occurs will not constitute discrepancy. 6. Beneficiary is authorized to recover as additional amount towards carrying cost or interest and/or incidental cost as per contract. | |
| 71B | Charges | All bank charges including discrepancy charges, SFMS charges along with beneficiary bank charges will be borne by applicant. | |
| 48 | Period of Presentation | Within 30 days from the date but within the validity of the credit | |
| 49 | Confirmation instruction | Without | |
| 78 | Instruction to the paying/ Accepting/ negotiating bank | 1. All relevant documents to be sent in single lot to Name and address of Bank 2. We shall remit as per the instruction of the negotiating bank, upon receipt of documents strictly complying with the credit terms. | |
| 72 | Sender to receiver information | Except as otherwise expressly stated this documentary credit is subject to the Uniform Customs and Practice for documentary credits 2007 revision, ICC publication No. 600 | |
| 57A | Advising through' bank | CBIN0280105 | |