

## LOCAL CONTRACT FOR SUPPLY OF HULLED SESAME SEEDS

Date :

**SELLERS:**

**BUYERS:**

**BROKERS:**

Seller has agreed to sell and Buyer has agreed to buy (in figures) .....  
Gross/ Nett Metric tons Hulled Sesame Seeds, Current season's crop of  
..... State, good merchantable quality, fit for human consumption, dry and  
free from live insects and webbings.

**QUALITY :-**

**Hulled Sesame Seeds –**

### **A. MECHANICAL PREMIUM QUALITY**

- Mechanically Hulled & Dried, Colour Sorted, Premium Quality  
Purity Min 99.97%  
Yellowish Seeds Max 0.03 %.  
Moisture Max 4.0 %  
FFA Max 0.75 %

Free from obnoxious smell, free flowing

#### **Allowances:**

Purity up to 99.95%, seller to pay cleaning charge of Rs.500/- per Mton

Purity less than 99.95% and up to 99.90%, seller to pay compensation of Rs.1250/- per Mton

Purity less than 99.90% - to be Rejected

Moisture: More than 4.00 % and up to 4.5 % , seller to pay discount of Rs.1000/- per Mton

Moisture more than 4.5% - to be Rejected

FFA : Upto 1 % - discount @ 1: 1, above 1 % ffa to be rejected

**Yellowish seeds:** Up to 0.05 % discount @ Rs. 500.00 per ton, above 0.05 % and up to 0.10 % @ Rs.1 000.00 per ton, in which case penalty of Rs. 500 would not be applicable.

**OR**

**B. MECHANICAL REGULAR HULLED SESAME SEED**

Mechanically Hulled & Dried, Colour Sorted Quality

Purity Min 99.95%

Yellowish seeds Max 0.10%.

Moisture Max 4.5 %

FFA Max 1.25 %

Free from obnoxious smell, free flowing

**Allowances:**

Purity up to 99.90%, seller to pay cleaning charge of Rs.500/- per Mton

Purity less than 99.90% - to be Rejected

Moisture: up to 5.0% , seller to pay discount of

Rs.1000/- per Mton

Moisture more than 5.0% - to be Rejected

FFA : up to 1.5 @ 1: 1, above 1.5 to be rejected.

**Yellowish seeds:** up to 0.15 % @ Rs. 500 per ton, above 0.15 % and up to 0.20 % @ rs.1000 per ton, in which case penalty of Rs. 500 would not be applicable.

**QUANTITY:** .....Metric Tons Nett weight / Gross Weight basis  
(unless otherwise specified  $\pm$ 2% at sellers option)

**PRICE :-** Rs.                      per Nett / Gross Metric ton delivered free at buyer's  
warehouse at (name and address).

**PACKING :**

In 50 kgs gross / nett new pp bags. Where buyers to supply bags, same to be received by sellers 7 days prior to delivery period. In case of ready business, same to be decided mutually between buyers and sellers.

**DELIVERY DATE:** on or before .....

**PAYMENT:**

CASH DISCOUNT OF 1 PERCENT AT BUYER'S OPTION.

80 PERCENT WITHIN THREE WORKING DAYS AFTER DELIVERY OF GOODS.  
BALANCE WITHIN TWO WORKING DAYS OF RECEIPT OF QUALITY REPORT

IN CASE BUYER OPTS FOR NO CASH DISCOUNT, PAYMENT TO BE MADE WITHIN TEN WORKING DAYS OF RECEIPT OF GOODS, IRRESPECTIVE OF RECEIPT OF QUALITY AND / OR QUANTITY REPORTS.

RTGS / DD CHARGES, ON ACTUAL FOR SELLER'S ACCOUNT

**ARBITRATION:** AS PER RULES OF IOPEPC, MUMBAI

**FORMS :** 'H' forms / local Forms to be given within 3 months of date of invoice.

COMMON TERMS APPLICABLE TO ALL CONTRACTS :

- 1) *Sampling and analysis to be done by any IOPEPC member surveyors who are recognized by NABL(NATIONAL ACCREDITATION BOARD FOR TESTING AND CALIBRATION LABORATORIES) IF CARGO MEETS CONTRACTUAL SPECIFICATIONS, SAMPLING CHARGES ARE FOR BUYER'S ACCOUNT. IF CARGO DOES NOT MEET CONTRACTUAL SPECIFICATIONS, SAMPLING CHARGES ARE FOR SELLER'S ACCOUNT. RESAMPLING CHARGES, IF ANY, TO BE BORNE BY THE PARTY REQUESTING THE SAME AND AVERAGE OF CLOSEST TO 2 RESULTS IS FINAL.*
- 2) *IF MUTUALLY AGREED BETWEEN BUYER AND SELLER, SELLER MAY DELIVER CARGO AT THE PLACE SPECIFIED BY THE BUYER. IN CASE OF REJECTION ON ANY COUNT MENTIONED ABOVE, SELLERS TO REPLACE GOODS OR ARRANGE FOR REPROCESSING AS PER CONTRACT TERMS WITHIN 10 DAYS FROM THE DATE OF REJECTION OR WITHIN CONTRACTUAL PERIOD WHICHEVER IS LATER. IN CASE OF GOODS BEING PACKED IN PAPER BAGS, COST OF REPLACING BAGS IS ALSO ON SELLER'S ACCOUNT. IN CASE SELLER REPLACES CARGO, BUYERS TO ARRANGE REMOVAL OF CARGO FROM NOMINATED WAREHOUSE / FACTORY / PORT PREMISES WITHIN A PERIOD OF 21 DAYS FROM DATE OF REJECTION, AT SELLER'S EXPENSE.*
- 3) *BUYER TO SEND DETAILED ALLOWANCE STATEMENT AND SURVEYOR REPORT TO THE BROKER WITHIN 10 WORKING DAYS OF RECEIPT OF GOODS*
- 4) *IF BUYER FAILS TO MAKE PAYMENT AS ABOVE, INTEREST AT 18 % TO BE PAID TO THE SELLER FOR FIRST 10 DELAYED DAYS. INTEREST AT 24% FOR DELAYS BEYOND TEN DAYS AND IN ANY CASE NOT BEYOND 30 DAYS.*
- 5) *IF GOODS ARE NOT DELIVERED WITHIN STIPULATED DELIVERY DATE, BUYER WILL HAVE RIGHT TO CANCEL THE CONTRACT OR PROCURE THE CARGO AT PREVAILING RATES FROM THE MARKET WITH ANY DIFFERENCE IN PRICE FOR SELLER'S ACCOUNT.*

- 6) *SELLER TO PROVIDE BANK DETAILS SUCH AS NAME OF THE BANK, ACCOUNT NO., RTGS CODE, PAN NO. AND TIN NO.*

***FORCE MAJEURE***

*SHOULD DELIVERY OF THE GOODS OR ANY PART THEREOF BE PREVENTED AT ANY TIME DURING THE LAST SEVEN..... DAYS OF THE CONTRACT DELIVERY PERIOD BY REASONS OF ACT OF GOD, STRIKES, LOCKOUTS, RIOTS, CIVIL COMMOTIONS, FIRES OR ANY OTHER CAUSE COMPREHENDED BY THE TERM FORCE MAJEURE AT THE SELLER'S GODOWN OR WHEREVER THE GOODS ARE STORED PREVENTING TRANSPORT OF THE GOODS TO DESTINATION, THE TIME ALLOWED FOR TRANSPORTATION SHALL BE EXTENDED TO ...SEVEN..... DAYS BEYOND THE TERMINATION OF SUCH CAUSE, BUT SHOULD THE CONTRACT DELIVERY PERIOD BE LESS THAN ...SEVEN..... DAYS SUCH EXTENSION SHALL BE LIMITED TO THE NUMBER OF DAYS ALLOWED FOR TRANSPORTATION UNDER THE CONTRACT DELIVERY PERIOD. SHOULD SUCH CAUSE EXIST FOR A PERIOD OF ...TWELVE..... DAYS BEYOND THE CONTRACT DELIVERY PERIOD THE CONTRACT OR ANY UNFULFILLED PART THEREOF SO AFFECTED SHALL BE CANCELLED. SELLERS INVOKING THIS CLAUSE SHALL NOTIFY BUYERS WITH DUE DISPATCH. BUYERS HAVE NO CLAIM AGAINST SELLERS FOR DELAY IN SHIPMENT OR CANCELLATION UNDER THIS CLAUSE PROVIDED THAT SELLERS SHALL HAVE SUPPLIED TO THEIR BUYERS, IF REQUIRED, SATISFACTORY EVIDENCE JUSTIFYING DELAY OR NON-FULFILLMENT TO ESTABLISH ANY CLAIM FOR EXTENSION OR CANCELLATION UNDER THIS CLAUSE.*

*ABOVE CONTRACT IS CONCLUDED AS PER IOPEPC ARBITRATION RULES*