



भारतीय कपास निगम लिमिटेड THE COTTON CORPORATION OF INDIA LTD.

(भारत सरकार का उपक्रम)

(A Government of India Undertaking)



प्रशासकीय एवं पंजीकृत कार्यालय : कपास भवन प्लॉट नं. 3/ए, सेक्टर 10, सीबीडी बेलापुर, नवी मुंबई - 400 614.
ADMN. & REGD. OFFICE : Kapas Bhavan, Plot No. 3/A, Sector 10, CBD Belapur, Navi Mumbai - 400 614.
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वेब साइट: <http://www.cotcorp.gov.in> मंत्रालय की वेब साइट: <http://www.ministryoftextiles.gov.in>

Ref.:CCI/HO/Pur/2019-20

27.09.2019

TERMS AND CONDITIONS FOR PURCHASE OF READY COTTON BALES BY CCI UNDER COMMERCIAL OPERATIONS

- 1) The ginners who are interested to participate in the e -tender for purchase of ready bales by CCI, has to register itself with the Corporation. Registration Form is placed at Annexure-1.
- 2) After getting registered with the Corporation, the party has to obtain Digital Signature from the authorized agency and the same has to be registered with the service provider with whom CCI will go for e-tendering. In case the party is already having the Digital Signature then party has to just register the same with e-tendering agency.
- 3) The agency authorized by CCI for e -tender will, based on digital signature, allot one IP code to each participant of e-tender.
- 4) As and when cotton is required by the Corporation, the tender notice will be displayed on the website of the Corporation and e -mail will be sent to all the registered parties with the Corporation.
- 5) The quotes received from L-1 bidder will be placed before the Purchase & Sales Committee and the decision on the bid will be conveyed to the L -1 bidder on the same day through e-mail / fax. In case the desired quantity is not sufficient of L -1 bidder, L-2, L-3... bidders will be approached to confirm at L -1 bidder's rates and will have the option to accept or reject the bid of Corporation. However, the Corporation reserves its right to accept or reject all or part of the bid without assigning any reason thereof.

6) SELECTION:

- i. Cotton has to meet the various q quality parameters specified in the tender. The seller would make available sufficient lots (not less than 120% of contracted bales) to enable the Corporation to complete the selection of bales.
- ii. Bales should be offered for selection within two days from the date of confirmation of purchase of ready bales and such stock should be physically available in the respective State only.

- iii. Total 5 Samples will be drawn randomly from each lot of 100 bales by Authorized representatives of the Corporation at the factory. One sample from each 20 bales **(i.e. 1-20 bales, 21-40 bales, 41-60 bales, 61-80 bales & 81-100 bales) will be taken.**
- iv. The Corporation shall send the samples for testing in its nominated independent lab for testing.
- v. The selection of lot shall be based on the test results and grade of samples drawn before taking delivery of bales from ginner. Approval will be conveyed within 5 days from the date of drawing.
- vi. Further moisture content would also be verified at the time of drawing samples by CCI in the factory. The moisture content should not exceed 8%. In any case lot containing moisture above 9% shall not be accepted.
- vii. Parameters:-
- a. Moisture contents:
Up to 8% moisture shall be allowed in the ready bales. However;
- If, moisture exceeds from 8% to 8.5% - ½ % amount shall be deducted from the value of Cotton, but if moisture exceeds from 8.5% to 9% - 1% amount shall be deducted from the value of Cotton.
 - Lot containing moisture above 9% will be rejected at the cost of the Seller.
- b. Staple length:
- If, the staple length is less between 0.01 to 0.3 mm - Rs.150/- per candy shall be deducted from the value of cotton.
 - If, the staple length is less between 0.31 to 0.50 mm - Rs.200/- per candy shall be deducted from the value.
 - If, staple length is less by more than 0.50 mm, the lot will be rejected at the cost of the Seller.
- c. Micronaire value:
For 31mm Cotton maximum permissible mic will be 4.3. For other Varieties:
- If, the micronaire values are outside either side the range specified by up to 0.2 mic - Rs.150/- per candy shall be deducted from the value.
 - If, the micronaire values are outside the range on higher side between 0.2 to 0.4 mic - Rs. 300/- per candy shall be deducted from the value.
 - If, micronaire values are outside the range (lower by 0.2 and on higher side by 0.4), the lot shall be rejected at the cost of the Seller.
- d. Weight difference between factory to CCI godown:
The weight of the lot shall be re-checked in the godown of CCI after taking delivery from the factory/godown of the ginner. The weight shortage, if any, shall be debited to the seller.

- e. **Trash Content:** The Corporation shall buy ready bales having trash %age not more than as stated below .

Name of Zone	Name of the State	Trash %age upto
North	Haryana, Punjab, Rajasthan	4%
Central	MP, Gujarat, Maharashtra, Orissa, West Bengal	2.5%
South	AP, Telangana, Karnataka	2.5%

- If, trash content exceeds up to 0.50% then specified – 1/2% amount shall be deducted from the value.
- If, trash content exceeds 0.50% then the specified but up to 1.00% – 1% amount shall be deducted from the value.
- If, trash content is exceeding by more than 1% than the specified, the lot shall be rejected at the cost of the Seller.

f. **Colour Grade:**

The Colour Grade (RD Value) Should be Minimum 75.

7) WEIGHTMENT/ FREE PERIOD/ DELIVERY TERMS:

- i). 100% weighment of bales shall be carried out at spot at the time of delivery in the presence of CCI Representative/ Authorized weighment controller.
- ii). All the expenses till weighment of bales at the factory/ godown of the ginner would be borne by seller. Sample cutting charges of all the 5 samples shall be borne by the seller
- iii). Till the physical delivery is taken by the buyer, the F.P. bales would be lying at the risk of the seller and insurance has to be covered by the seller.
- iv). The goods should be free from all encumbrances.
- v). The buyer would be entitled for free period of 15 days from the date of confirmation of purchase order irrespective of quantity.

8) PAYMENT TERMS:

- I) CCI will release 95% payment to the seller within 3 days from the date of lifting of bales from factory/ godown of the ginner and after receipt of tax invoice at respective branch office.
- II) 5% security deposit will be released immediately after expiry of 30 days from the date of lifting of bales by CCI's client (CCI buyer).
- III) The Interest @6% p.a shall be paid on this amount from the date of expiry of free period till release of the payment by the CCI.
- IV) In case of any false packing found in the cotton bales, seller will be liable to pay Compensation.

9) **PHYSICAL CONDITION:**

- i. All the F.P. bales should be in good condition and fully covered with good quality of grey cloth/ bag from all sides including top & bottom with iron hoops/ plastic straps and should have permanent marking on them stating lot no., PR no., PM, bale no. and name of the party.
- ii. The seller would be responsible for any damages in cotton bales till delivery of bales at the spot.

10) **INVOICE OF THE CONTRACTED QUANTITY:**

The Tax Invoice shall be raised by the seller in the name of the Cotton Corporation of India Ltd. with the address of nearest respective Branch of the Corporation within the State **along with GST No.**

11) **FAILURE OF GINNER TO SUPPLY CONTRACTED QUANTITY :**

Seller's failure to offer sufficient lots as per parameters within grace period of 15 days, the contract shall be liable for cancellation automatically to the extent of unapproved quantity and the **seller** will be liable to pay the difference amount of contracted purchase rate and market rate as fixed by the corporation for purchase of Ready Bales on the date of cancellation **which will be adjusted against the credit balance in party account with CCI** and further business dealing will be restricted till losses are fully recovered or paid by the seller. **The registration fees shall be forfeited / adjusted against loss if any.**

12) **ARBITRATION:**

In case of any dispute or difference arising out of or in relation to the contract, it will be referred to an Arbitrator (other than an employee of the CCI) to be appointed by the Director (Marketing) or the Director (Finance) of CCI and the decision of the Arbitrator shall be final and binding upon the parties hereto. The Arbitration will be governed by the provisions of the Arbitration and Conciliation Act, 1996 or any statutory amendments or re-enactment thereof.

13) **FORCE MAJEURE:**

Should any circumstances beyond the control of the Seller such as natural calamity, strike, riot, elements, war, quarantine, fire or any act of circumstances of force majeure, the contract shall be cancelled to the extent of damage/ destruction/ shortfall bales arising due to the above causes. The Seller shall intimate quantum of such bales to the Buyer within 5 days.

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THE COTTON CORPORATION OF INDIA LTD.

(A Government of India Undertaking)

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Tel No: +91-22-27579217 , Fax No: 022- 27576030, 27579219

Email: headoffice@cotcorp.com ; Website:

www.cotcorp.gov.in; Ministry's Website:

REGISTRATION FORM

(For Purchase of Ready Cotton Bales under Commercial Operations)

- 1) Name of the Firm/Company : -----
- i) Complete Postal Address : -----

- ii) Name of the contact person : -----
- iii) Telephone/ Mobile No. : -----
- iv) Fax No. : -----
- v) E-mail : -----

2) Type of Firm /Company

- i) Whether Proprietorship,
Partnership firm or Public/ Private
Ltd. Company : -----
- ii) Firm Registration No./ Date : -----
- iii) Whether Firm is MSME : -----
(If MSME whether SC/ST) : -----

3) Details of Proprietor/ Partners/ Directors

- i) Name of Proprietor/
Partners/ Directors : -----
- ii) Complete Postal Address : -----

- iii) Telephone/ Mobile No. : -----
- iv) Fax No. : -----
- v) E-mail : -----
- 4) Type of cotton license held by Firm /
Company (*Cotton License No./ Import
Export Code*) , if any : -----

5) Annual Turnover of Last three years :

Financial year	Turnover (Rs.in Crores)
2018-19	
2017-18	
2016-17	

6) Period of operation in cotton trade :

7) Regular supply made to the mills for the last three years

Name of the spinning mill	Spinning capacity of mill	Variety/ grade	Quantity supplied (in bales)		
			2018-19	2017-18	2016-17

8) GST No :

9) PAN of the firm :

10) Name and address of the Bankers :

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11) Any other details you wish to mention :

12) Please attach copies of the following :

- i) Registration No ., if any
- ii) GST No
- iii) PAN
- iv) Import Export Code/ Cotton License , if any
- v) Copy of Annual Accounts for last three Financial years
- vi) Bankers' reference/ Solvency Certificate
- vii) Partnership Deed/ Memorandum and Articles of Association

- viii) Enlist the details of all the ginning & pressing mill units owned/ leased under ginner name registered for participation in e -auction for sale of ready FP bales to CCI in the below mentioned format -

Sr. No.	Unit	Name and address of ginning & pressing unit
1	Unit-1	
2	Unit-2	
3	Unit-3	
4	Unit-4	
5	Unit-5	

All the necessary documents in support of the above should be enclosed.

- 13) CCI reserves the right to accept or reject any application or registration.

However the ginner may ask the reasons for the same.

- 14) Mere Registration does not guarantee of the business.

- 15) Eligibility Criteria for Registration:

- i) Registration Fee of Rs. 1,00,000/ -(Rupees One Lakh) is to be deposited by way of Demand Draft or Pay Order drawn on any Scheduled Bank in favor of "The Cotton Corporation of India Limited", **payable at respective Branch Offices for registration of firms** name. Interest will be payable @ 6 % per annum, if the Registration Fee amount is retained for more than 6 months.

Draft No : _____ Date : _____ Amount : _____

Bank's Name : _____

- ii) The party should not be in defaulters List of any Central Government/State Government/PSU. A self undertaking must be submitted.
- iii) Must have PAN issued by Income Tax department.
- iv) Must have GST registration certificate.
- v) Bankers' reference/ Solvency Certificate

DECLARATION

I/We _____ Proprietor/ Partner/ Director hereby declare that the information given above is true and correct to the best of my knowledge. I/We shall abide by all the terms & conditions for purchase of ready cotton bales by the Corporation.

Signature of the Authorized Signatory

Date: _____

Address & Seal

Place: _____

Note:

The Registration form duly filled in on the letterhead of the firm along with Security Deposit of Rs.1,00,000/- & documents as per clause no. 15 (i) above , should be addressed to and submitted at respective Branch office of The Cotton Corporation of India Ltd.