THE COTTON CORPORATION OF INDIA LTD

(A Government of India Undertaking- Ministry of Textiles)

BRANCH OFFICE; #16-10-52, Yele's Heights, Shivanagar,

Beside Sai Convention, Near Warangal Railway Station Gate,

Platform No: 3, Warangal - 506 002(TG).Email: warangal@cotcorp.com

No: CCI/WGL/MKTG (SALES)/2024-25/ Date: 20.05.2025

OPEN AUCTION NOTICE FOR SALE OF 19 MISCELLANEOUS BALES ON "AS IS WHERE IS BASIS"

The Cotton Corporation of India Ltd., proposes to sell 19 Miscellaneous F.P.Cotton bales (Sweepage bales) of cotton season 2023-24 on "as is where is basis", through open auction to be held on 28.05.2025 at 11:30 AM at Branch Office, Warangal. The interested buyers may inspect the lot samples at the respective godowns (as per Annexure-A) where the bales have been stored before participating in open auction. The terms & conditions of the open auction and details of stocks will be made available in the website of the Corporation i.e. www.cotcorp.org.in or it may be obtained from Branch Office, Warangal.

ASST.GENERAL MANAGER(F/A)

ANNEXURE – A

Crop Year: 2023-24

S. No	Godown/ Place of Storage	Variety	No. of bales
1	CWC WARANGAL (CWC KASHIBUGGA)	SWEEPAGE BALES	17
2	WANGAPALLI GODOWN	SWEEPAGE BALES	2
		Total	19

TERMS AND CONDITIONS FOR SALE OF 19 MISCELLANEOUS FP COTTON BALES BY CCI THROUGH OPEN AUCTION ON "AS IS WHERE IS BASIS" TO BE HELD ON 28.05.25(11.30 am) AT BRANCH OFFICE, WARANGAL

The quotes received from H-1 bidder will be placed before the Purchase & Sales Committee and the decision on the bid will be conveyed to the H-1 bidder on the same day through e- mail. The bid once made in open auction will not be cancelled and shall be binding on the Bidder, therefore, the Buyers should take all precautions for bidding carefully particularly the bid rate. No change in variety/grade will be accepted from the bidder once the bid is made in open auction.

The Corporation reserves its right to accept or reject all or part of the bid.

1. SECURITY DEPOSIT:

a) The parties who have already registered with CCI for sale of FP bales may participate directly in Open auction without Security Deposit.

b) Unregistered buyers shall have to deposit Rs. 50,000/- by way of Demand Draft/ Pay Order/ Banker's cheque in favour of "THE COTTON CORPORATION OF INDIA LTD' payable at Warangal or by means of Electronic fund transfer in bank account in any of the Branch of the Corporation before commencement of auction, otherwise they will not be entitled to participate in the auction. The deposit of successful bidder shall be adjusted in the last delivery of bales and no interest shall be payable on this deposit.

c) Govt/Institutional/Co-op mills/MSME mills registered with CCI for participation in e- auction of FP bales are exempted from payment of EMD for participation in open auction

2. DEPOSIT MONEY

a) The Successful bidder – H-1 (Buyer) shall pay within five days excluding the date of contract, a minimum amount as per the below table of the value of cotton towards deposit as per the sale quantity.

Buyer Type	Quantity upto 2999 bales	Quantity of 3000 bales or more
KVIC Units/ Co-operative/ MSME/Institutional Spinning Mills	10%	10%
Private Textile Mills	10%	15%
Cotton Traders	15%	20%

If Buyer fails to pay deposit within five days excluding the date of contract, their participation in the e-auction shall be blocked without any intimation.

b) Buyers's failure to deposit advance value of the contracted cotton within the stipulated time shall make the contract liable for cancellation at the option of the Seller and the Security Deposit for registration will be forfeited.

c) For deliveries under GSF, Buyers/Mills have to deposit additional 10% as advance, which shall be used towards payment of GST and other incidentals, hence no interest benefit on this deposit.

d) The said amount will be adjusted proportionately after retaining required amount as per Clause No. 11 with each delivery and shortfall, if any, will be made good in such a manner that ___% of the value of all the contracted cotton remaining to be delivered under different indents will be maintained at all the time till the entire contracted cotton is lifted.

e) Interest benefit on proportionate deposit of lifted bales will be allowed at the rate of 5.0% p.a. from the date of realization of deposit till adjustment on delivery.

3. LIFTING PERIOD

The total free period will be 30 days from the date of contract irrespective of the quantity purchased.

4. LOCK-IN PERIOD FACILITY (APPLICABLE ONLY FOR TEXTILE MILLS)

a) The Textile mills can buy quantity (in multiple of 100 bales) in e-auction and avail lock-in facility. The lock-in period facility could be availed for 30 days and multiple of 30 days upto maximum period of 60 days from expiry of lifting period. Lock-in charges of Rs.350/- per bale upto 30 days, Rs. 700/- per bale for 60 days will be applicable over and above the sale rate quoted in e-auction bidding. The Textile mill has to pay lock-in period charges for the period (multiple of 30 days) for which mill wish to avail lock-in facility within 5 days from the date of contract along with deposit money.

b) For availing the lock-in period facility, the mill has to inform Corporate Office by email on eauction@cotcorp.com immediately latest by next day from the date of sale.

c) The Mill has to effect payment and take delivery of bales within the lock-in period. In case of failure on the part of the Mill to do so, the charges of carrying of cotton and additional deposit as per clause no. 11 will be applicable after expiry of Lock-in period. In such case the Buyer shall make a request to the seller to carry cotton on its behalf, before expiry of lock-in period and give lifting schedule for the balance unlifted quantity before expiry of availed Lock-in period. In the event of buyer does not lift the bales within extended period of 60 days after lock-in period, the seller is entitled to cancel the contract at the risk and cost of the buyer and resale the entire or balance quantity thereof, at any time and in any manner it deems fit and at the same time, reserving its right to recover any damage/ losses sustained by such resale.

d) The business dealings with Mills shall be banned till the losses on resale are made good out of this contract by the Mill.

5. QUANTITATIVE CEILING ON SINGLE BUYER

There will be a maximum quantitative ceiling of 2 (Two) lakh bales per day and total sale of 10 (Ten) lakh bales in a cotton season to any single Buyer for sale of cotton bales.

6. REGISTRATION WITH TAX AUTHORITIES

The Buyer shall be a registered dealer with Goods and Services Tax and Income Tax Authorities and shall provide the necessary GST Registration Number, PAN of his firm to the Corporation.

7. TYPE SAMPLES

In case any Buyer wants to have type samples of any variety/grade being procured by the Corporation under any Branch the same would be made available to him on payment basis and the Buyer shall make payment @ Rs. 500 per kg. + GST as applicable through demand draft/Electronic Fund Transfer in Bank account of Corporation to the concerned Branch for obtaining such samples.

8. INVOICE OF THE CONTRACTED QUANTITY

The invoice of the contracted quantity will be made in the name of the original Buyer. Any other relevant form for tax purposes shall be given to the Corporation by the Buyer who has given the offer to purchase the bales.

9. WEIGHMENT, DELIVERY AND PAYMENT TERMS:

Buyer shall be entitled for lifting period to take delivery of the contracted cotton against full payment of cotton value and taxes, as detailed hereunder:-

a) 30 Days from the date of contract.

100% weighment of bales shall be carried out at spot at the time of delivery in the presence of the Buyer's representative/controller and such weighment shall be final and binding. In case of advance payment by the Buyer, the payment shall be worked out for weight calculated at the rate of 48 candies per 100 bales for all Southern Branches and 47 candies per 100 bales for Central and Northern Branches. All sales shall be on spot basis & expenses after weighment, shall be on the Buyer's account.

The insurance risk on Buyer's account will start from the moment the bales are loaded into Buyer's truck. In case, if any fire/theft/mishap take place after loading the bales into the Buyer's truck till its weighment (at the weighbridge outside the godown premises) the insurance claim will have to be settled by the Buyer's insurance company. In this case the invoice will be raised at press weight of the bales and the Buyer will have to pay accordingly.

The Buyer shall make all payments in crossed A/c Payee Demand Drafts, Pay Orders, Banker's Cheques in favour of the Corporation or by means of Electronic Fund Transfer Debit card powered by RuPay, Unified Payments Interface (UPI), (BHIM-UPI), Unified Payments Interface Quick Response Code (UPI QR Code) (BHIM-UPI QR Code) in Bank Account of the Corporation only. In case of payment by cheques, or through Electronic Fund Transfer delivery shall be allowed to take place only on confirmation of realization of payment in the Seller's account.

The Buyer has to effect payment and take delivery of bales within the lifting period given from date of contract/date of confirmation. In case of failure on the part of the Buyer to do so, the contract is liable to be cancelled at the option of the Seller. In the event of such a cancellation, the Seller shall be entitled to resell the entire or balance quantity thereof, at any time and in any manner it deems fit and at the same time, reserving its right to recover any damage/losses sustained by such resale.

10. CASH DISCOUNT:

The buyer shall be entitled for cash discount @5% p.a. on pro-rata basis for unavailed lifting period for the bales for which full payment is made within 30 days from the date of contract.

However, the rate of cash discount will be 4% p.a. in case of deliveries under L/C & BG provided:-

a) The discounting of L/C is done at the request of the Buyers and "without recourse of the drawer"

b) All the expenditure in connection with discounting of L/C is borne by the Buyers.

11. CARRYING OF COTTON:

Without prejudice to the provisions stated above, the seller may carry or hold cotton on behalf of the Buyer beyond lifting period, subject to Buyer complying with the following conditions:

a) The Buyer shall make a request to the seller to carry cotton on its behalf, before expiry of lifting period and give lifting schedule for the balance unlifted quantity which can be extended maximum period of 60 days after expiry of lifting period.

b) The rate of carrying charges shall be as mentioned hereunder:
@ 1.25% per month for first 30 days and thereafter @ 1.35% per month per 30 days + GST as applicable till the delivery of cotton. The amount of carrying charges shall be calculated on monthly rest basis. Till payment of the price of the bales to be delivered is fully realized, carrying charges as per the aforesaid rates shall be chargeable.

c) Notwithstanding the above conditions and without any prejudice thereto, the Seller may carry cotton or any part thereof on behalf of Buyer for a maximum period of 60 days after the expiry of lifting period at the entire discretion of the Seller subject to the condition that Buyer shall pay additional deposit of 10%. Interest benefit on proportionate additional deposit of lifted bales will be allowed at the rate of 5.0% p.a. from the date of realization of deposit till adjustment on delivery.

If payment is not made and delivery not taken within maximum allowable 60 days period after lifting period, under such circumstances the contract is liable to be cancelled at the option of seller without any notice to the Buyer and the said deposits or other payment, if any, shall be forfeited by the Seller.

d) In the event of a default, the Seller may resell the cotton at any time and in any manner it deems fit and recover the balance losses/damages from the Buyer, if any, sustained in such a resale, inclusive of price difference, carrying charges and interest. The provisions under this contract with respect to a breach of the contract shall be invoked and operated automatically without any need for a notice from the Seller to the Buyer.

e) The business dealings with Buyers shall be banned till the losses on resale are made good out of this contract by the Buyer.

12. LATE LIFTING CHARGES:

If after making payment of the value of cotton sold under this contract, the Buyer does not take physical delivery of cotton within 15 days from the date of making payment, the Buyer shall be liable to pay late lifting charges @0.50% per month (30 days) + GST up to first 30 days, 0.75% per month + GST for next 30 days on monthly rest basis and thereafter, 1.00% per month + GST on monthly rest basis. Till the delivery of cotton is taken the cotton shall lie at the risk and liability of the Buyer.

13. GOODS & SERVICE TAX(GST) :

The Buyer shall pay GST on the value of cotton at the rate applicable on the date of final billing.

14. INTEREST:

The rate of interest on deliveries under clean credit, L/C and against Bank Guarantee will be 10% per annum+ GST as applicable, on monthly rest basis.

15. PENAL RATE OF INTEREST:

Penal Interest on overdue UB, L/C and Bank Guarantee will be charged @ 11% per annum+ GST as applicable on monthly rest basis.

16. TERMS FOR BALES UNLIFTED FROM GSF FOR MORE THAN 30 DAYS :

In case the Buyer is granted GSF facility and the bales remain unlifted for more than 30 days from the date of receipt of bales in GSF godown, service charges @ Rs.20/- per bale for each 30 days + GST as applicable will be charged from the Buyer. In case of part of month Rs.10/- per bale for the period of 15 days or less and Rs.20/- per bale for more than 15 days upto 30 days+ GST as applicable will be charged from the Buyer.

17. **PROCESSING CHARGES IN CASE OF DELIVERY AGAINST L/C AND ITS DISCOUNTING.**

The Seller shall charge processing fees on each L/C discounted @ 0.10% of its value or Rs.200/+GST as applicable, whichever is higher.

18. ARBITRATION:

In case of any dispute or difference arising out of or in relation to the contract, except any dispute regarding the quality of cotton which is specifically excluded under clause 2 of the terms and conditions, will be referred to the Sole Arbitrator.

Such sole arbitrator must be a person who has retired from a State Judicial Service or has served as a Judge of the Supreme Court or of a High Court.

The said arbitrator may be appointed by the authorised person of the party raising dispute under the contract except any dispute regarding the quality of cotton and shall be binding on both the parties. All the subsequent disputes arising out of or in relation to the contract shall be referred to such arbitrator only.

19. FORCE MAJEURE:

a) 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 arising due to the above causes. The Seller shall intimate quantum of such shortfall to the Buyer within 30 days. The Buyer hereby categorically agrees to such cancellation of shortfall quantity and shall neither have recourse to any action, legal or otherwise, nor demand any compensation in respect thereof.

b) However, in respect of contracts, where advance payments in the account of seller has been received in respect of bales approved, the claim as settled by the Insurance Company on account of fire damages shall be passed on to the Buyers and in all such cases, the contracted quantity will be reduced to the extent of fire damage.

20. <u>OTHER TERMS</u>

a)

	Terms	Rate
1	Where Buyers request for samples to be sent to them for approval instead of going to spot for selection	Rs. 500/- per lot of 100 bales or part thereof + GST as applicable(For 1Kg Sample)

b) Where the Buyer requests to include the name of its Broker in the sale then Rs. 200/- PC will be added to the sale price of that Buyer. The Corporation will pay brokerage @ Rs.95/- per bale after successful performance of the sale contract.

21. <u>POWER TO AMEND RULES</u>

The Corporation reserves its rights to amend, alter, modify or change any of the terms and conditions looking to the availability of stocks, credit worthiness and past performance of the Buyer etc.

22. The duplicate copy of the contract duly signed by the Buyer be returned within 7 days from the receipt of the contract in token of confirmation of all the terms and conditions of the contract. If signed copy is not received within stipulated time, the contract shall be treated as accepted and confirmed by the Buyer.

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AUTHORIZATION LETTER FOR PARTICIPATION IN OPEN AUCTION

(On Letter Head of Party)

We hereby authorize our representative Mr._____(Name) who is our _____(designation) to participate on our behalf for open auction to be held on 28.05.2025(11.30 AM) at B.O,Warangal for sale of 19 miscellaneous F.P. Cotton Bales pertaining to B.O, Warangal of crop year 2023-24

Signature of our Representative is verified as under.

Signature of our Representative

Name and Signature Mills/
Party Authorized Person
with seal

Place_____: Date:_____