भा.क.नि.

CCI

भारतीय कपास निगम लिमिटेड

THE COTTON CORPORATION OF INDIA LTD.

46, 4th स्ट्रीट कोतारी लेऔट, बी.आर.नगर, त्रिचि रोड, कोयंबत्तूर-- 641 005.

(A Government of India Undertaking)

Site No: 46, 4th Street, Kothari Layout, B.R.Nagar,

Opp. Coimbatore stock Exchange Bldg., Trichy Road, Coimbatore-641 005.

Phone No.2314461/2313856/ Fax: 2324712

No: CCI / CBE / MKTG / 2018-19 / DT: 03.12.2018

A U C T I O N N O T I C E FOR SALE OF FP COTTON BALES

The Cotton Corporation of India proposes to sell around 10405 F.P cotton bales pertaining to Mahbubnagar/ Warangal / Rayagada Branches on 07.12.2018 after 11.30 AM at Coimbatore pertaining to cotton season 2017-18 through open auction on as is where is basis. The interested Buyers may inspect the lot samples at NTC building (Old PSG Urban Health Centre), Near Krishnammal Womens College, Avinashi Road, Coimbatore on 05.12.18 to 06.12.18 from 10.00 a.m to 5.00 p.m or the bales at the respective go downs of respective branches where the bales have been stored before participating in auction. The terms & conditions of the auction and details of stocks can be seen/down-loaded from the website of the Corporation www.cotcorp.org.in or www.eprocure.gov.in or may be obtained from Branch Offices, Coimbatore / Mahbubnagar/ Warangal / Rayagada.

BRANCH MANAGER

TERMS AND CONDITIONS FOR SALE OF FP COTTON BALES BY CCI THROUGH OPEN AUCTION TO BE HELD ON 07.12.18 after 11.30 AM AT COIMBATORE.

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.2,00,000/- by way of Demand Draft/ Pay Order/ Banker's cheque / e-payment of any Scheduled Bank in favour of "THE COTTON CORPORATION OF INDIA LTD' payable at Coimbatore or they can deposit the same in any 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/ Coop mills 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
MSME Buyers	10% + GST as applicable	10% + GST as applicable
MILL Buyers	10% + GST as applicable	15% + GST as applicable
Cotton Traders	15% + GST as applicable	20% + GST as applicable

b) **Buyer'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 participation in Open Auction will be forfeited.**

c) **Interest benefit on proportionate deposit of lifted bales will be allowed at the rate of 6.0% p.a. from the date of realization of deposit till adjustment on delivery.**

3. ***The Buyer shall satisfy themselves about the quality of cotton and condition of bales etc,. before participation in auction. The buyers may also visit the respective godowns of the branches for physical inspection of lots at spot. Once the bid is accepted, the Buyer shall not be allowed to withdraw. The bales will be sold on, "as is where is basis".***

4. **The Centre-wise, variety-wise details of stock available for auction is enclosed as per Annexure-A. However, the actual quantity/ lots may vary and the quantity available on the date of auction shall be put for final auction.**

5. **FREE PERIOD: -**

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

6. **<u>REGISTRATION WITH TAX AUTHORITIES</u>**

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

7. **<u>INVOICE OF THE CONTRACTED QUANTITY</u>**

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.

8. **<u>WEIGHMENT, DELIVERY AND PAYMENT TERMS</u>:**

Buyer shall be entitled to a free delivery period of 30 days from the open auction date to take delivery of the contracted cotton against full payment of cotton value + GST.

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 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 free 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.

9. CARRYING OF COTTON:

Without prejudice to the provisions stated above, the seller may carry or hold cotton on behalf of the Buyer beyond free delivery 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 free delivery period or give lifting schedule for the balance unlifted quantity, but within the maximum carrying period of 45 days after expiry of free period. The Buyer shall also deposit and advance carrying charges for unlifted quantity at specified rate for intended period of carrying cotton as permitted under the contract.**

b) **The rate of carrying charges shall be as mentioned hereunder:**
@ 1.25% per month for first 30 days and thereafter @ 1.45% 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 45 days after the expiry of free period at the entire discretion of the Seller subject to the condition that Buyer shall pay additional 15% deposit alongwith carrying charges. If payment is not made and delivery not taken within maximum allowable 45 days period after free period, under such circumstances the contract shall stand automatically cancelled without any notice to the Buyer and the said deposits and advance payment made towards carrying charges 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.**

10. 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 @ 0.75% per month per 30 days + GST as applicable from 16th day of payment of such unlifted stock till the delivery of cotton is taken, the cotton shall lie at the risk and liability of the Buyer.

11. GOODS & SERVICE TAX(GST) :

The Buyer shall pay GST on the value of cotton at the rate applicable on the date of taking delivery.

12. INTEREST:

The rate of interest on deliveries under clean credit, L/C and against Bank Guarantee will be 13% per annum+ GST as applicable, on monthly rest basis.

13. PENAL RATE OF INTEREST:

Penal Interest on overdue UB, L/C and Bank Guarantee will be charged @ 15% per annum+ GST as applicable on monthly rest basis.

14. 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/-, whichever is higher.

15. 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 an Arbitrator (other than an employee of the Seller) to be appointed by the Director (Marketing) or the Director (Finance) of the Seller 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.

16. 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.

17. POWER TO AMEND RULES

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.

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.

ANNEXURE – A

1. B.O: MAHBUBNAGAR

BB SPL

S NO	Station	LOT NO	NO.OF.BALES	Variety	PLACE OF STORAGE
1	Mallepally	339	100	BB SPL	Chilkamarry Godowns-Chilkamarry
2	Mallepally	340	100	BB SPL	Chilkamarry Godowns-Chilkamarry
3	Mallepally	341	100	BB SPL	Chilkamarry Godowns-Chilkamarry
4	Mallepally	343	100	BB SPL	Chilkamarry Godowns-Chilkamarry
5	Mallepally	347	100	BB SPL	Chilkamarry Godowns-Chilkamarry
6	Mallepally	360	100	BB SPL	Chilkamarry Godowns-Chilkamarry
7	Mallepally	362	100	BB SPL	Chilkamarry Godowns-Chilkamarry
8	Mallepally	380	100	BB SPL	Chilkamarry Godowns-Chilkamarry
9	Mallepally	302	100	BB SPL	Chilkamarry Godowns-Chilkamarry
10	Mallepally	303	100	BB SPL	Chilkamarry Godowns-Chilkamarry
11	Mallepally	304	100	BB SPL	Chilkamarry Godowns-Chilkamarry
12	Mallepally	311	100	BB SPL	Chilkamarry Godowns-Chilkamarry
13	Mallepally	312	100	BB SPL	Chilkamarry Godowns-Chilkamarry
14	Mallepally	321	100	BB SPL	Chilkamarry Godowns-Chilkamarry
15	Mallepally	322	100	BB SPL	Chilkamarry Godowns-Chilkamarry
16	Ibrahimpatnam	305	100	BB SPL	Sanghi godown,sanghinagar
17	Ibrahimpatnam	308	100	BB SPL	Sanghi godown,sanghinagar
18	Ibrahimpatnam	309	100	BB SPL	Sanghi godown,sanghinagar
19	Ibrahimpatnam	315	100	BB SPL	Sanghi godown,sanghinagar
20	Ibrahimpatnam	316	100	BB SPL	Sanghi godown,sanghinagar
21	Ibrahimpatnam	318	100	BB SPL	Sanghi godown,sanghinagar
22	Ibrahimpatnam	323	100	BB SPL	Sanghi godown,sanghinagar
23	Ibrahimpatnam	324	13	BB SPL	Sanghi godown,sanghinagar
24	Miryalaguda	301	100	BB SPL	l.N.Warehousing, Gajalapuram
25	Miryalaguda	302	100	BB SPL	l.N.Warehousing, Gajalapuram
26	Miryalaguda	305	100	BB SPL	l.N.Warehousing, Gajalapuram
27	Miryalaguda	308	100	BB SPL	l.N.Warehousing, Gajalapuram
28	Miryalaguda	312	100	BB SPL	l.N.Warehousing, Gajalapuram
29	Miryalaguda	313	100	BB SPL	l.N.Warehousing, Gajalapuram
30	Miryalaguda	314	100	BB SPL	l.N.Warehousing, Gajalapuram
31	Miryalaguda	316	100	BB SPL	l.N.Warehousing, Gajalapuram
32	Miryalaguda	317	100	BB SPL	l.N.Warehousing, Gajalapuram
33	Miryalaguda	318	100	BB SPL	l.N.Warehousing, Gajalapuram
34	Miryalaguda	319	50	BB SPL	l.N.Warehousing, Gajalapuram
35	Amangal	809	100	BB Spl	Sanghi godown,sanghinagar
36	Amangal	810	100	BB Spl	Sanghi godown,sanghinagar
37	Maleepally	813	100	BB Spl	Chilkamarry Godowns-Chilkamarry
38	Chityal	805	100	BB Spl	p.parvathi&nageswarao godowns.
			3663		

BB MOD					
39	Chandur	602	100	BB Mod	AMC-Munugode
40	Chandur	606	100	BB Mod	AMC-Munugode
41	Chandur	608	100	BB Mod	AMC-Munugode
42	Mallepally	607	100	BB Mod	Chilkamarry Godowns-Chilkamarry
43	Mothkur	605	100	BB Mod	p.mandakinigodowns,nagireddypalli.
44	Shadnagar	643	100	BB Mod	Sanghi godown,sanghinagar
45	Shadnagar	2	100	BB Mod	AMC Shadnagar
46	Shadnagar	24	100	BB Mod	D.vijaykumar Godowns, cherlapally
47	Shadnagar	26	62	BB Mod	D.vijaykumar Godowns, cherlapally
48	Vikarabad	4	15	BB Mod	Sanghi godown,sanghinagar
			877		

2. WARANGAL

BB SPL MOD

49	MULUGU	5007	65	BB SPL MOD	AMC GODOWN, WARANGAL
50	WARANGAL-B	5094	3	BB SPL MOD	AMC GODOWN, WARANGAL
51	GAJWEL	5005	41	BB SPL MOD	GOLI SULOCHANA GDN, AKKARAM, GAJWEL
52	ATHMAKUR	5020	14	BB SPL MOD	J.BHAGYAMMA GODOWN,CHINTALAPALLI
53	KESAMUDRAM	242	100	BB SPL MOD	J.BHAGYAMMA GODOWN,CHINTALAPALLI
54	PARKAL	5012	87	BB SPL MOD	SURYACHANDRA GODOWN, RAMPUR
55	JANGAON	5031	8	BB SPL MOD	YASHVANTHAPUR GODOWNS,JANGAON
56	HUSNABAD	203	100	BB SPL MOD	P.JYOTHI GODOWN,CHINTALPALLY
57	DOULTHABAD	203	100	BB SPL MOD	GOLI SULOCHANA GDN, AKKARAM, GAJWEL
58	PARKAL	5006	40	BB SPL MOD	A.HEMALATHA GODOWN,CHINTHALPALLY
59	KHAMMAM	224	100	BB SPL MOD	ANNAPURNA WAREHOUSE, PONNEKAL
60	GAJWEL	5002	82	BB SPL MOD	GOLI SULOCHANA GDN, AKKARAM, GAJWEL
61	CHITYAL	5006	31	BB SPL MOD	J.BHAGYAMMA GODOWN,CHINTALAPALLI
62	GANGADHARA	214	100	BB SPL MOD	A.HEMALATHA GODOWN,CHINTHALPALLY
63	KONDAPAKA	206	100	BB SPL MOD	GANAMBICA GODOWN,SIDDIPET
64	SIDDIPET	203	100	BB SPL MOD	GANAMBICA GODOWN,SIDDIPET
65	HUSNABAD	213	100	BB SPL MOD	J.BHAGYAMMA GODOWN,CHINTALAPALLI
66	PEDDAPALLI	5001	40	BB SPL MOD	J.BHAGYAMMA GODOWN,CHINTALAPALLI
67	GANGADHARA	202	100	BB SPL MOD	P.JYOTHI GODOWN,CHINTALPALLY
68	VEMULAWADA	202	100	BB SPL MOD	P.JYOTHI GODOWN,CHINTALPALLY
69	JANGAON	248	100	BB SPL MOD	YASHVANTHAPUR GODOWNS,JANGAON
70	KHAMMAM	243	100	BB SPL MOD	AMC GODOWN, MADHIRA
71	KHAMMAM	257	100	BB SPL MOD	AMC GODOWN, MADHIRA
72	SIDDIPET	201	100	BB SPL MOD	GANAMBICA GODOWN,SIDDIPET
73	GAJWEL	203	100	BB SPL MOD	GOLI SULOCHANA GDN, AKKARAM, GAJWEL
74	GAJWEL	204	100	BB SPL MOD	GOLI SULOCHANA GDN, AKKARAM, GAJWEL
75	VEMULAWADA	206	100	BB SPL MOD	P.JYOTHI GODOWN,CHINTALPALLY
76	GHANPUR	201	100	BB SPL MOD	SURYACHANDRA GODOWN, RAMPUR
			2211		

BB MOD

77	KHAMMAM	1	100	BB MOD	ANNAPURNA WAREHOUSE, PONNEKAL
78	CHERIAL	1	100	BB MOD	GANAMBICA GODOWN,SIDDIPET
79	WARANGAL-B	3012	44	BB MOD	AMC GODOWN, WARANGAL
80	PEDDAPALLI	3003	46	BB MOD	J.BHAGYAMMA GODOWN,CHINTALAPALLI
81	JANGAON	3007	3	BB MOD	YASHVANTHAPUR GODOWNS,JANGAON
82	CHERIAL	10	100	BB MOD	GANAMBICA GODOWN,SIDDIPET
83	GANGADHARA	4	100	BB MOD	P.JYOTHI GODOWN,CHINTALPALLY
84	VEMULAWADA	26	100	BB MOD	P.JYOTHI GODOWN,CHINTALPALLY
85	GHANPUR	3	100	BB MOD	SURYACHANDRA GODOWN, RAMPUR
86	JANGAON	4	100	BB MOD	YASHVANTHAPUR GODOWNS,JANGAON
87	GANGADHARA	25	100	BB MOD	AMC GODOWN, KARIMNAGAR
88	KONDAPAKA	26	100	BB MOD	GANAMBICA GODOWN,SIDDIPET
89	GAJWEL	17	100	BB MOD	GOLI SULOCHANA GDN, AKKARAM, GAJWEL
90	JANGAON	10	100	BB MOD	YASHVANTHAPUR GODOWNS,JANGAON
91	JANGAON	18	100	BB MOD	YASHVANTHAPUR GODOWNS,JANGAON
			1293		

3. RAYAGADA

92	Rayagada	156	100	BB(MOD)	Shridi Sai G & P Factory Godown,Antamoda, Rayagada
93	Rayagada	158	100	BB(MOD)	
94	Rayagada	163	15	BB(MOD)	
95	Gunupur	201	100	BB(MOD)	Odisha State Warehousing Corporation, Gunupur
96	Gunupur	202	100	BB(MOD)	
97	Gunupur	206	100	BB(MOD)	
98	Gunupur	207	100	BB(MOD)	
99	Gunupur	208	100	BB(MOD)	
100	Gunupur	209	100	BB(MOD)	
101	Gunupur	222	100	BB(MOD)	
102	Gunupur	238	85	BB(MOD)	Regulated Market Committee, Gunupur
103	Gunupur	253	100	BB(MOD)	
104	Gunupur	255	100	BB(MOD)	
105	Gunupur	243	100	BB(MOD)	Odisha State Warehousing Corporation, Gunupur
106	Gunupur	251	79	BB(MOD)	
107	Gunupur	259	40	BB(MOD)	
108	Kesinga	201	100	BB(MOD)	Konark Cotton Growers Coop.Spg. Mills Godown,Kesinga
109	Kesinga	204	65	BB(MOD)	
110	Karlapada	203	77	BB(MOD)	
111	Kesinga	501	100	BB(MOD)	
112	Jogimunda	506	100	BB(MOD)	Odisha State Warehousing Corporation, Kantabanji
113	Jogimunda	517	100	BB(MOD)	
114	Bolangir	511	100	BB(MOD)	
115	Bolangir	512	100	BB(MOD)	
116	Kantabanji	518	100	BB(MOD)	
117	Kantabanji	520	100	BB(MOD)	
		TOTAL	**2361**		

SUMMARY

BRANCH	BB Mod	BB Spl Mod	TOTAL
MAHBUBNAGAR	877	3663	4540
WARANGAL	1293	2211	3504
RAYAGADA	2361	-	2361
TOTAL	4531	5874	10405