भारतीय कपास निगम लिमिटेड
(भारत सरकार का उपक्रम, वस्त्र मंत्रालय के अंतर्गत)
शाखा कार्यालय: इंडस्ट्रियल इस्टेट, मेट्टुगड्डा, महबूबनगर - 509 001.
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REF / CCI / MBNR /Mktg.(C/S)/2023-24 DT:22.03.2024

OPEN AUCTION NOTICE FOR SALE OF COWDY / GIN- JUMP SEED

The Cotton Corporation of India, Branch Office Mahabubnagar proposes to sale of Cowdy /Gin-jump Seed of cotton season 2023-24 of various centres under Branch Office Mahabubnagar through open auction on "**as is where is basis**". The interested Buyers may participate in open auction as per schedule enclosed as Annexure –I and Center wise quantity mentioned as Annexure - II . The auction notice, terms & conditions and schedule of auction can be seen/downloaded from the website of the Corporation i.e. www.cotcorp.org.in .

Dy. General Manager

THE COTTON CORPORATION OF INDIA LIMITED.,
BRANCH OFFICE:: MAHABUBNAGAR

TERMS AND CONDITIONS FOR COWDY/GIN-JUMP SEED BY CCI THROUGH OPEN AUCTION

1) **Deposit:** After confirmation of sale of cotton seed, the buyer shall deposit within 5 days a minimum amount equivalent to 20 % of value of contract. No interest shall be payable on above deposit and the same will be adjusted at the time of last delivery under this contract. Buyer's failure to deposit advance value of the contracted cotton seed within the stipulated time shall make the contract liable for cancellation at the option of the Seller.

2) **Delivery:** To be lifted from _____G&P factories at _____ Centre within 5/7 days from the date of intimation regarding the readiness of cotton seed for delivery as stated further in Clause 10 (Carrying Period). If Cotton Seed is sold on ready basis, there will be no further intimation and the buyer will be required to lift contracted quantity of seed within grace period from the date of sale itself.

3) **Brokerage:** Where the Buyer requests to include the name of its Broker in the sale then up to maximum Rs.3 per quintal will be added to the sale price of the buyer as per the request of the buyer. The Corporation will pay brokerage after successful performance of the contract.

4) **Payment:** Full payment before delivery by bank demand draft/ pay order of any scheduled bank in favour of **The Cotton Corporation of India Ltd. payable at Mahabubnagar** or online payment in **Name of the Bank**, **BANK OF BARODA, MAHABUBNAGAR A/c No. 51920500002314– IFSC - BARB0MAHABU.**

5) **Quality:** The buyer can inspect the quality of cotton seed/ seed cotton before bidding. No quality dispute of any nature will be entertained, once the sale is concluded. The sale of the cotton seed will be on "as is where is basis".

6) **Weighment:** 100 % weighment before delivery. Delivery will be given on subject to availability as per Annexure-II.

7) **GST:** GST shall be on buyers account for which the buyer shall be solely liable. Further applicable GST has to be paid along with the payment for delivery of cotton seed**.**

8) **Market Cess:** If applicable, the buyer shall pay the market cess to the market committee before the delivery of the cotton seed under the contract is sought for and the Corporation is entitled to withhold the delivery of the cotton seed till the said cess is cleared by the buyer.

9) **Carrying Period:** The buyer shall be entitled to a free delivery period of 5 days from the date of intimation, to take delivery of contracted cotton seed against full payment.

10) **Carrying charge:** After the expiry of carrying Period @ 2.00% p.m. plus GST as applicable on monthly rest basis.

11) **Late lifting charges:** On making full payment after expiry of carrying period, 2 working days will be allowed for lifting of cotton seed otherwise from 3rd day, the late lifting charges @1% per month plus GST as applicable on monthly rest basis will be applicable till date of actual lifting of the cotton seed.

However, if the payments is made within carrying period as per clause 9, in such cases two working days from the expiry of carrying period will be allowed for lifting of cotton seed, otherwise from the third day from the expiry of carrying period, late lifting charges @1% per month plus GST will be applicable till date of actual lifting of cotton seed. If the buyer fails to lift the cotton seed within 5 days from the date of payment and if payment made before carrying period, in such case 5 days from the date of expiry of carrying period, contract shall be cancelled at the risk and cost of the buyer. Losses, if any, shall be recovered from the buyer from amount so paid.

12) **Carrying of cotton seed:** The Corporation will carry Cotton Seed for a maximum period of 8 days from the date of expiry of carrying period. In the event of the buyer not paying the price of cotton seed including carrying charges, the cotton seed contract shall stand automatically cancelled without any notice to the buyer. The Corporation will sell the cotton seed at the risk and cost of the buyer and recover the damages for any loss sustained in such resale and weighment charges, packing cost and any other incidental; expenses and also forfeit the deposit. The Corporation is also entitled to claim interest @ 15% p.a. plus GST as applicable on monthly rest basis for any default or delay in payment of loss amount/ damage claimed by the Corporation.

13) The provisions of clauses no. **9, 10, 11 &12** are without prejudice to the rights of the Corporation to resell or dispose-off the cotton seeds if the buyer fails to take delivery within **8** days from the expiry of carrying period and in such case cottonseed contract will stand cancelled**.**

14) At any point of time, a buyer has a quantity of 5000 quintals or more cotton seed unlifted then the Corporation may not further sell to such party till the unlifted stock is less than 5000 quintals.

15) **Force Majeure:** Should any circumstances or events such as natural calamity, strikes or labour troubles, riots, insurrection, civil commotions or unrest, sabotage, general hindrances in transportation, acts of elements including fire, storm, flood, lightning, earthquake, tsunami, war (declared and undeclared), war-like operations, armed hostilities, civil war, trade embargo, blockade, quarantine, explosion, terrorist activity, other catastrophe, any act of government which are beyond the control of the seller or any law, regulation or directive (which has the force of law), or any events and other circumstances of force majeure and acts of God that may arise or occur, the contract shall be cancelled to the extent of damage/ destruction, short fall arising due to above causes, and the seller shall intimate quantum of such shortfall to the buyer within 30 days of such shortfall either directly or through broker. The buyer hereby categorically agrees to cancellation of such shortfall and shall not have recourse to any legal action or otherwise thereafter demand any compensation.

16) Arbitration: In case of any dispute or difference arising out of or in relation to the contract 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 authorized person of the party raising dispute under the contract 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. 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 reenactment thereof.".

ANNEXURE-I

Open auction schedule:-

SL.NO.	CENTER NAME	Open aution place & Contact Official	Date/ Time
1	Badepalli	Mahabubnagar Centre, CCI Centre Office Shri. Sanjay Ramyash Yadav Assistant Commercial Executive Contact No: 7666182569	Date: 26.03.2024
2	Mahabubnagar		
3	Wanaparthy Road		
4	Narayanpet		Time: 3.00 PM
5	Makthal		
6	Nagarkurnool	Mall, CCI Centre Office Shri. K.V.R. Koteswara Rao Senior Commercial Officer Contact No: 8186028845	Date: 26.03.2024
7	Achampet		
8	Kalwakurthy		
9	Mall		
10	Amangal		Time: 3.00 PM
11	Nakrekal		
12	Mallepally		
13	Chandur		
14	Shaligowraram		
15	Vikarabad	Vikarabad, CCI Centre Office, Shri. B. H. Nimje Senior Commercial Officer Contact No: 9490916779	Date:26.03.2024
16	Marpally		
17	Dharur		
18	Shadnagar		
19	Parigi		Time: 3.00 PM
20	Kotipally		
21	Kodangal		
22	Tandur		
23	Valigonda	Mothkur, CCI Centre Office Shri. K. Bhaskar Senior Commercial Officer Contact No: 9440146299	Date: 26.03.2024
24	Nalgonda		
25	Choutuppal		
26	Aler		Time: 3.00 PM
27	Mothkur		
28	Chityal		

ANNEXURE-II

The quantity mentioned below are subject to availability at the Centre:-

S.NO.	CENTER	Cowdy Seed (In Qtls.)	Gin-Jump Seed (In Qtls.)	Grand Total (In Qtls.)
1	ACHAMPET	3.55	2.73	6.28
2	ALERU/VALIGONDA	6.16	4.11	10.27
3	AMANGAL	3.95	5.15	9.1
4	BADEPALLY	2.5	1.93	4.43
5	CHANDUR	30.85	23.8	54.65
6	CHITYAL	8.13	6.23	14.36
7	CHOUTUPPAL	15.58	14.63	30.21
8	DHARUR	8.78	6.72	15.5
9	KALWAKURTHY	28.39	22.18	50.57
10	KODANGAL	13.83	10.6	24.43
11	KOTTIPALLY	9.61	7.37	16.98
12	MAHABUBNAGAR	1.59	1.21	2.8
13	MAKTHAL	16.1	0	16.1
14	MALL	45.43	34.8	80.23
15	MALLEPALLY	32.94	25.23	58.17
16	MARPALLY	9.95	7.6	17.55
17	MOTHKUR	16.08	12.33	28.41
18	NAGARKURNOOL	20.15	15.45	35.6
19	NAKREKAL	10.42	7.99	18.41
20	NALGONDA	19.77	15.38	35.15
21	NARAYANPET	2.73	2.11	4.84
22	PARIGI	27.72	18.48	46.2
23	SHADNAGAR	28.85	17.1	45.95
24	SHALIGOURARAM	9.45	7.24	16.69
25	TANDUR	10.57	8.1	18.67
26	VIKARABAD	20.41	17	37.41
27	WANAPARTHY ROAD	3.06	2.34	5.4
Grand Total		**406.55**	**297.81**	**704.36**