भा.क.नि.
CCI
भारतीय कपास निगम लिमिटेड
(भारत सरकार का उपक्रम)
''पारसकर टॉवर्स'' पहला माला, विद्या नगर
अकोला – 444001
दूरभाष नं.: 0724-2401183; फैक्स : 0724-2401184
email : akola@cotcorp.com ; website : www.cotcorp.gov.in
CIN: U 51490 MH 1970 GOI 014733

The Cotton Corporation Of India Ltd.
(A Government of India Undertaking)
"Paraskar Towers" 1st Floor, Vidya Nagar
Akola - 444 001
Tel.No. : 0724-2401183; Fax : 0724-2401184
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सूचना का अधिकार

No: CCI/AKL/MKTG/SALE/2019-20/ DT: 29.10.2020

AUCTION NOTICE FOR SALE OF

FIRE AFFECTED/SAMPLE FP COTTON BALES

The Cotton Corporation of India proposes to sell around **1283 Fire/Water affected & Sample F.P cotton bales** pertaining to Akola Branch on 10.11.2020 at 11.30 AM at Akola pertaining to cotton season 2019-20 through open auction on **as is where is basis**. The interested Buyers may inspect the lot samples at CCI building at Akola on 09.11.2020 between 10.00 a.m to 5.00 p.m or the bales at the respective godowns of respective centers where the bales have been stored before participating in the 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, Akola.

General Manager

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Auction form for Sale of fire/water affected & Sample FP bales for the cotton season 2019-20.

1. Name and full postal address of the Buyer with Telephone Number/ & Email Address :----------

2. PAN No. (copy should be enclosed) :----------
   (Name mentioned in the PAN No. should Co-relate with either Co /proprietor / partner of firm)

3. GST No. (copy should enclosed) :----------

4. a) Name of the proprietor :----------

   In case of firm,
   b) Name of Partner &No.of Partners :----------

   c) Registration No. & Date :----------
   (Copy of registration with correlated Authority/ Registrar of companies)

5. Office Address :----------

6. Details of EMD:
   1)EMD of Rs 2,00,000/- for each Branch: DD/PO. No_____ Date _____
   (Cheques not accepted) Amount_____ Bank_____
   (DD/PO of Nationalized Bank/Scheduled Bank)

7. Details of Bank Account :
   Name of account holder : _____ Account No. _____
   Name of the Bank _____ Branch Name _____ IFSC Code _____

   Note: In case any particulars are not furnished in the form the application is liable to be rejected. Further the corporation will be at liberty to cancel the auction submitted at its discretion for any reason and can call for fresh Tenders.And The party will have no right of any nature to dispute or raise any objection to the said acts.

Name & Signature of Tenderer with seal

Place:
Date:

TERMS AND CONDITIONS FOR SALE OF FIRE/WATER AFFECTED & SAMPLE FP COTTON BALES BY CCI THROUGH OPEN AUCTION TO BE HELD ON 10.11.2020 after 11.30 AM AT B.O. AKOLA.

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 Akola 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	Deposit Amount	Balance Amount+GST applicable
MSME Buyers	10%	90% + GST as applicable
MILL Buyers	10%	90% + GST as applicable
Cotton Traders	15%	85% + 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".* No quality dispute shall be entertained later on.

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. **REGISTRATION WITH TAX AUTHORITIES**

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. **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.

8. **WEIGHMENT, DELIVERY AND PAYMENT TERMS:**

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 47 candies per 100 bales for both Akola & Aurangabad Branch. 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 15 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 15 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. 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 3 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.

15. 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.

16. 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

Branch: Akola

CROP YEAR 2019-2020

SR	Centre	Variety	Lot no.	Bales	PLACE OF STORAGE
1	Chikhalgaon	LRA MOD	10001	100	CWC 2 Anita ind, Nimbi, Akola
	Chikhalgaon	LRA MOD	10002	100	CWC 2 Anita ind, Nimbi, Akola
	Chikhalgaon	LRA MOD	10003	100	CWC 2 Anita ind, Nimbi, Akola
	Chikhalgaon	LRA MOD	10004	100	MSWC C/O Navjyoti, Ridhora, Balapur
	Chikhalgaon	LRA MOD	10005	100	MSWC C/O Navjyoti, Ridhora, Balapur
	Chikhalgaon	LRA MOD	10006	100	MSWC C/O Navjyoti, Ridhora, Balapur
	Chikhalgaon	LRA MOD	10007	70	MSWC C/O Navjyoti, Ridhora, Balapur
			Total	**670**	
2	Seloo	LRA MOD	10001	100	BULDHANA URBAN C/O BALAJI AGRO WAIGAON
	Seloo	LRA MOD	10002	100	BULDHANA URBAN C/O BALAJI AGRO WAIGAON
	Seloo	LRA MOD	10003	100	BULDHANA URBAN C/O BALAJI AGRO WAIGAON
	Seloo	LRA MOD	10004	100	BULDHANA URBAN C/O BALAJI AGRO WAIGAON
	Seloo	LRA MOD	10005	100	BULDHANA URBAN C/O BALAJI AGRO WAIGAON
	Seloo	LRA MOD	10006	60	BULDHANA URBAN C/O BALAJI AGRO WAIGAON
			Total	**560**	
3	Akot	Sample(H4)	9001	4	BU-Akot-6(N.P. Corporation Godown)
4	Akot	Sample	9001	4	BU-Akot-6(N.P. Corporation Godown)
5	Akot-B	Sample	9001	2	BU-Akot-3(Sakshi Pravin Chandak,Akot)
6	Barshi Takli	Sample	9001	8	MSWC, Barshitakli
7	Chikhalgaon	Sample	9001	1	CWC, Akola(Kamladevi V. Goenka)
8	Hiwarkhed	Sample	9001	2	Buldhana Urban, Hiwarkhed
9	Hiwarkhed	Sample	9001	1	Buldhana Urban, Hiwarkhed
10	Hiwarkhed	Sample	9001	1	Buldhana Urban, Hiwarkhed
11	Paras	Sample	9001	1	Buldhana Urban, Khamgaon
12	Khamgaon	Sample	9001	8	Buldhana Urban, Khamgaon
13	Malkapur	Sample	9001	3	Buldhana Urban 2, Malkapur
14	Nandura	Sample	9001	2	Buldhana Urban, Khamgaon
15	Samudrapur	Sample	9001	1	BU-Wardha(Bhoot warehouse,wardha)
16	Sindhi Rly.	Sample	9001	1	MSWC (R.K.Warehousing Fetri,Nagpur)
17	Ansing	Sample	9001	1	Buldhana Urban, Mangrulpir
18	Mangrulpir	Sample	9001	2	Buldhana Urban, Mangrulpir
19	Darwha	Sample	9001	2	MSWC, Darwah
20	Ghatanji	Sample	9001	5	CWC, Akola(Kamladevi V. Goenka)
21	Sindola	Sample	9001	2	Buldhana Urban(Vasant V. Goenka),Akola
22	Sindola	Sample	9002	1	Buldhana Urban(Vasant V. Goenka),Akola
23	Sindola	Sample	9003	1	Buldhana Urban(Vasant V. Goenka),Akola
				53	