

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.

2. SELECTION OF THE CONTRACTED COTTON

The CCI shall offer the bales (lots) simultaneously with sales confirmation/contract.

The Buyer or its representative shall select the cotton under this contract within a period of 10 days from the date of sale confirmation irrespective of quantity purchased.

The quantity offered shall be 120% of the contracted quantity to enable Buyer to complete selection in case the contracted quantity is minimum 300 bales.

In case the Buyer does not select the minimum required quantity as above then the Buyer is required to submit its test results to the supplying branch for verification except for normal variation. If the test results of the Buyer are below the indicated parameters, then the joint samples are to be drawn within 3-5 days and sent for testing in such independent lab nominated by CCI. If the test results of independent lab are normal as per the indicative parameters then Buyer has to complete the selection from these lots only and no further samples would be offered to the Buyers for selection, otherwise such bales will be resold at the risk and cost of the Buyer.

However, if the joint sample test results are below the indicative parameters then the Buyer shall be offered further samples for selection to the extent of 120% of the un-approved quantity subject to the availability of lots and the Buyer shall complete the selection.

The Buyer or its authorized representative should fully satisfy itself before completing selection. Selection once made as per the indicated quality parameters shall be final and no dispute, whatsoever, regarding quality shall be entertained in respect of the cotton selected.

Buyers' failure to complete selection within the selection period shall make proportionate Deposit Money liable for forfeiture and contract liable for cancellation to the extent of unapproved quantity at the option of the Seller.

Since the cotton is an agricultural commodity and hygroscopic in nature, therefore the quality parameters of the FP bales offered for sale in e-auction are indicative only and may vary $\pm 2\%$. The Buyers may take note of the above normal variation while completing the selection.

3. MOISTURE PERCENTAGE :

- a) Procedure for ascertaining the actual moisture percent:-

At the time of delivery of bales seller i.e. CCI in presence of Buyer's representative will measure the moisture of minimum 10 bales from lot as per choice of the Buyer,

minimum one bale should be measured from each stack. Average of moisture measured from all such bales of the lot will be considered for calculating discount/premium amount.

- b) Discount amount will be given to the Buyer if average moisture percentage is higher than 9% as calculated in 3(a)

Discount= (Actual Moisture % - 9%) X Net Delivery Weight X Sale rate per quintal.

- c) Premium amount will be charged to the Buyer if average moisture percentage is lower than 7% as calculated in 3(a)

Premium= (7% - Actual Moisture %) X Net Delivery Weight X Sale rate per quintal.

4. **LIFTING PERIOD**

- a. Lifting period for KVIC Units, Co-operative Spinning Mills, MSME Spinning Mills and Institutional Spinning Mills.

Quantity of sale in a day	Lifting period
Up to 1,499 Bales	30 days
1,500 bales to 2,999 Bales	45 days
3,000 Bales to 9,999 bales	60 days
10,000 Bales and above	90 days

- b. Lifting period for other Private Textile Mills.

Quantity of sale in a day	Lifting period
Up to 2,999 Bales	30 days
3,000 bales to 5,999 Bales	45 days
6,000 Bales to 19,999 Bales	60 days
20,000 Bales and above	90 days

- c. Lifting period for Cotton Traders

Quantity of sale in a day	Lifting period
Up to 5,999 Bales	30 days
6,000 bales to 11,999 Bales	45 days
12,000 Bales to 39,999 Bales	60 days
40,000 Bales and above	90 days

5. 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. 12 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.

6. 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.

7. 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.

8. 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.

9. 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.

10. 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) _____ Days from the date of contract.
- b) _____ Days from the date of intimation of readiness of cotton bales.

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.

11. 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 lifting period (Refer clause no. 4) 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.

12. 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.

13. 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 **21 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.

14. GOODS & SERVICE TAX(GST) :

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

15. 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.

16. 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.

17. 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.

18. 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.

19. 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.

20. 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.

21. OTHER TERMS

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)
2	Conversion from one branch to another branch either for the same variety or to a different variety, OR conversion from one variety/centre to other variety/centre within the branch.	Rs. 300/- per candy plus adverse price difference between one variety/centre/Branch and another variety/centre/Branch from the date of contract and date of conversion if any.

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.

22. 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.

- 23.** 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.

