भा.क.नि.
CCI
A MINI RATNA COMPANY

भारतीय कपास निगम लिमिटेड
THE COTTON CORPORATION OF INDIA LIMITED
(भारत सरकार का उपक्रम - वस्त्र मंत्रालय)
(A Government of India Undertaking -Ministry of Textiles)
CIN: U51490MH1970GOI014733
शाखा कार्यालय :भाव नारायण निलयम निवास ,होटल ज्योति महल के पास ,कान्वेंट रोड , रायगडा –७६५००१, ओडिशा। BRANCH OFFICE: BHAV NARAYAN NILAYAM, NEAR JYOTI MAHAL HOTEL, CONVENT ROAD, RAYAGADA, PIN-765001, ODISHA. वेबसाइट/website: www.cotcorp.org.in,ईमेलआईडी/Email Id:rayagada@cotcorp.com.

REF.NO.:CCI/RGDA/MKTG(TRANSP.)/2024-25/ **Date:23.12.2024**

एफ.पी.कॉटन बेल्स के परिवहन के लिए अल्पावधि पुनः निविदा सूचना
SHORT TERM RE-TENDER NOTICE FORTRANSPORTATION OF F.P COTTON BALES

The Cotton Corporation of India Ltd. Rayagada, invites sealed Tenders from reputed Transporters for carrying out transportation of F.P. Cotton Bales from various processing Factories located under Centre jurisdiction for the upcoming Cotton Season 2024-25:

Rayagada

The Transportation work Contractor shall carry CCI processed bales from factories to various Godowns (CWC/OSWC/RMC/CWC hired/CWC managed Godowns located at either centre jurisdiction or other jurisdiction. Prescribed Tender form along with terms & conditions can be obtained from this office on payment of **Rs.118/-** (including GST) for each Form (Rupees one hundred eighteen only) during working hours on any working day upto **17.00 hours on or before 26.12.2024. Prescribed Tender form along-with terms and conditions** can also be down loaded from Corporation Website www.cotcorp.org.in as well as Govt portal www.eprocure.gov.in.Those Parties who are **downloading the prescribed Tender forms from the websites** shall have to pay Rs.118/- (Rupees one hundred and eighteen only including GST) by way of Demand Draft (D.D)/Pay Order (P.O) drawn in favour of " The Cotton Corporation of India Limited, " payable at Rayagada OR by Electronic Fund Transfer/Digital Mode of payment such as BHIM,UPI/(BHIM- UPI QR Code) and RTGS/NEFT. The Accounts details are as under:

Bank Name :Bank of Baroda, Sai Mandir Road, New Colony
Branch Name :Rayagada
AccountNumber :40750500000516
IFSCCode :BARB0RAYAGA(Please note that the fifth digit is ZERO(0).

The prescribed Tender form duly completed in all respects alongwith Earnest Money Deposit (EMD) of **Rs.50,000/- f**or each centre separately for Transportation of Bales in sealed cover superscripted as "**Tender for Transportation of Fully pressed (F.P) cotton Bales for Cotton Season 2024-25**"and **Name of the Centr**e addressed to the Dy.General Manager, should reach to the above address on or before **11.30 hours on 27.12.2024**. Those Parties who had already participated in the initial Transportation Tendering process 2024-25 and submitted EMD of Rs. 50,000/- via E-Payment for each Centre need not submit EMD separately and shall have to submit a declaration giving details of payment, like UTR No. / Date. In case, the Tenderer who have deposited EMD via D.D/P.O again participates in Re-Tendering process, he/she shall have to submit a declaration regarding his previous submission of EMD for necessary consideration. Tenders received within stipulated date and time will be opened on the very same day i.e. on **27.12.2024 at 12.00 hours** in presence of tenderers who may wish to remain present. The firms which come under MSE (Micro and Small Enterprises) and are registered with MSE authorities are exempted from Tender Fees and EMD on production of valid MSE certificate along-with Technical Bid. The MSE Certificate should be relevant to the nature of work of the Tender. However, Security deposit of Rs.50,000/-for each Centre separately has to be deposited in Branch Office by successful bidders before signing of prescribed Fully Pressed (F.P) bales Transportation Agreement: 2024-25.

DEPUTY GENERAL MANAGER

THE COTTON CORPORATION OF INDIA LIMITED,BRANCH OFFICE: RAYAGADA

TERMS AND CONDITIONS

1. Tenders should be submitted in the prescribed format in form of "Bid-I and Bid-II". The transporters should submit these two bids in separate sealed envelope duly marked as "Bid-I (Technical) and Bid-II (Financial)" and then place the two sealed envelopes into one envelope duly sealed and superscripted as **" Re-Tender for Transportation of F.P Cotton Bales for the Cotton Season 2024-25".**

   (a) Bid–I (Technical) should be submitted along with Earnest Money Deposit (E.M.D), cost of Tender i.e. Tender Fee& all other documents desired as per Tender.

   (b) Bid –II (Financial) shall contain Financial Bid only. For each Centre applied, separate Bid-II (Financial) needs to be enclosed, for example if applied for 4 (Four Centres), then separate 4 Financial Bids is to be enclosed.

   Note: Bid-I& Bid-II should be submitted in 2 separate envelopes. Envelope - Bid-I (Technical) along with Earnest Money Deposit (E.M.D), cost of Tender, & all other documents desired as per Tender. Envelope-B should contain only Bid II(Financial).Envelope-A and Envelope-B should be submitted together in a bigger Envelope-C.

   In case Tenders are submitted in a non-sequential manner, the Tender form is liable to be rejected.

2. The quoted rate should be on per-bale basis including unloading charges and charges up to stacking in Godown and all other expenses inclusive of all taxes but excluding of loading at factory and GST.

3. The contract will be effective till 30-9-2025 from the date of issuance of the confirmation letter.

4. **Eligibility criteria for qualify**:

   I. The party has to enclose **EMD** of **Rs. 50,000/-for each** centre separately by way of D.D/P.O drawn (any nationalized bank/Scheduled bank)in favour of "**THE COTTON CORPORATION OF INDIA LIMITED" payable at "Rayagada"** OR Electronic Fund Transfer/Digital mode of payment should be made such as BHIM,UPI,(UPI/BHIM-UPIQR Code) and RTGS/NEFT. Electronic Fund transfer will be considered as valid on submission of proof of payment with tender and subject to confirmation fits' realization in bank. MSE bidders are exempted from Tender Fees and Earnest Money Deposit (EMD) on production of valid MSE certificate. The MSE certificate should be relevant to the nature of work assigned to the Tenderer and shall be valid on the date of opening of Tender.

   However, security deposit of Rs 50,000/- will have to be deposited in branch office for each center separately by successful MSE bidders within 10 day so issuing the work order by way of Online payment. No interest will be paid on EMD & Security Deposit. The security deposit may be released after satisfactory completion of work by the Transporter OR on expiry of contract and satisfactory completion of work whichever is earlier.

II. The Tenderer must have PAN allotted by Income tax department. (Copy of same should be enclosed with tender document).

III. The Tenderer must also have GST registration certificate. (Copy of same should be enclosed with tender document).

5. Tenders should be submitted strictly in the prescribed tender form which can be obtained from Branch Office during working hours on payment of Rs.118/-(Rupees one hundred and eighteen only inclusive of GST) for each set upto **26.12.2024** upto **5.00** P.M. Those Parties who wish to **download the prescribed Transportation of F.P Bales Tender forms from the websites** shall have to pay Rs.118/-(Rupees one hundred and eighteen only inclusive of GST) by way of D.D/PO. Drawn in favour of" The Cotton Corporation of India Limited, Rayagada" and submit the same to branch office along with Tender form. MSE firms are exempted from Tender Fees and E.M.D on production of valid MSE certificate.

6. For Making Online payments bidders can deposit amount in below bank account details.

Bank Name : Bank of Baroda, Sai Mandir Road, New Colony
Branch Name : Rayagada
AccountNumber:40750500000516
IFSC Code :BARB0RAYAGA (Please note that the fifth digitis ZERO(0).

7. Tenders should be submitted in sealed covers duly superscribing "Tender for Transportation of Bales for 2024-25" addressed to Dy. General Manager CCI: Rayagada on or before **27.12.2024** upto **11.30 hours. The received** Transportation F.P Bales Tenders shall be opened on same day i.e. on **27.12.2024** at **12.00 hours (Noon)** in presence of the Tenderers who wish to remain present.

8. All columns in the tender form should be filled clearly and legibly. Tender form found in complete with absence of important pages and relevant documents in any respect is liable to be rejected.

9. Once rates are finalized, no escalation in the rates will be accepted during the contracted period for any reason and no extra charges will be paid by the Corporation on account of detention of the trucks. The Contractor has no right to enhance the said rates under any circumstances.

10. Transporters having legal dispute continuing/ pending with the Cotton Corporation of India Limited as well dues payable by the Transporter is not eligible to participate.

11. Adequate vehicles should be placed on day to day basis according to Corporation's requirement. Transporter should be able to place extra vehicles also, instantly in case of demand/exigency.

12. The Transporter has to ensure to provide vehicles in such a manner that either 100 bales (One full Lot) OR part Lot 50 bales) are accommodated while shifting the F.P bales stock from factories to Godowns.

13. The Transporter will have to transport the bales within 24 hours from the intimation from the concerned Centre. In case of any failure on the part of the contracted Transporter, the Corporation will arrange the work through other Transporters at its discretion and the difference of rate/ loss/damage/overheads if any, sustained will be recovered from the **Transporter and that Earnest Money Deposit (E.M.D)/Security Deposit (S.D) shall also be forfeited.**

14. The transporter will ensure proper safety of the goods being transported in good condition in neat and clean vehicles. Vehicles carrying Coal, cement, chemicals etc. should not be used. In case of any damage/incidents is caused due to transportation of F.P bales, the recovery will be made from concerned Contractor as determined by the Corporation.

15. The transporter is responsible for any complication because of excess/short loading.

16. The transit loss if any observed shall be recovered from the transporter.

17. Bales should be loaded Lot-wise and no inter mixing of Lots will be allowed.

18. The applicable statutory deductions such as Income Tax (TDS), GST and TDS surcharges, will be deducted from the bills at the prevailing rates as per Income Tax Act 1961 under Section194 C/GST Act 1961 2017. The Declaration format is enclosed.

19. In transit the bales will have to be covered with tarpaulins and proper protection of stock should be taken care by the Transporter.

20. In case of any accident tor eventuality during the transit the same should be in formed to BRANCH OFFICE, Rayagada / concerned center in-charge immediately, besides completing the formalities of lodging F.I.R. with police, investigation report, arrangement of Fire Brigade report and photographs etc.,The transporter will be responsible for submitting copies of F.I.R. fire brigade report etc., wherever necessary. Without preliminary survey truck/ salvage should not be removed.

21. The bills accompanied with On-Line Gate pass (through BIT's), Lorry Receipt (L.R), printed weighment Slip issued by concerned CWC/OSWC/CWC hired, CWC management Godowns) & E-way bill (to be generated by the Transporter exclusively) copy along with acknowledgment of goods received in good condition from concerned Godown In-Charge and CWC representative & other supporting documents duly acknowledged by Center In-Charge / Godown in-charge should be submitted to Branch Office on fort nightly basis for settlement of bills.10% amount of the bill will be deducted towards security deposit along with Income Tax and other taxes if any applicable from time to time. The bills submitted by the party shall be processed by the Corporation at the earliest and the payment against the same shall be released within maximum period of 45 days from the date of receipt of bill after making deductions towards TDS, TDS on GST, 10% security deposit etc. The security deposit may be released after satisfactory completion of work by Transporter or on expiry of contract and satisfactory completion of service whichever is earlier. However no interest will be paid on such security deposit. Satisfactory completion certificate to be obtained from concerned Center In-Charge/ Godown In-charge.

22. The payment will be made through e-payment (RTGS/NEFT etc.).

23. The Transporter should contact Centre In-charge/Godown In-charge and Branch Office on daily basis for ascertaining the requirement of vehicles for transportation.

24. During the season, the contracted Transporter should transport the bursted/damaged bales from Godowns to processing Factory(s) and after repressing, the repressed bales should be transported to Godowns as per finalized per bale basis rates.

25. In case if the damage is caused during transportation, the same shall be re-pressed and transported on account of the Transporter. The Transporter shall ensure that only fully pressed, covered, neat and clean bales are loaded into the truck.

26. GST, E-Way Bill for movement of Corporation's stock, will be generated by the transporters as per GST act & provisions. If any liability arises to the corporation due to non-generated/ wrong generation of e-way bill, it will be recovered from the transporter.

27. Godown locations may be included depending on availability and actual engagement of Godowns.

28. The Corporation reserves the right to accept/reject any tender. In case of non acceptance of tender, the tenderer can seek information for the reason of non acceptance from the branch office of the corporation.
29. The Contractor / Transporter shall under take to compensate the Corporation in the event of delay caused due to insufficient number of vehicles being provided by him. For any loss arising out of willful act of the Contractor/Transporter, OR cause any kind of damage to the Corporation's property, the Transporter shall also be held liable for compensation as decided by the Corporation. In this regard, decision of Centre In-Charge's/Godown In-Charge's shall be final & binding on the Contractor.

30. In case of any dispute or any terms interpretation etc., the decision of the Branch Manager, Rayagada shall be final and binding on both the Parties.

31. Mere submission of the tender form does not entitle any contractor to be engaged by the Corporation. The Corporation is not bound to allocate minimum work to the tendered. The Corporation reserves its right to accept/partially accept/reject/any/all Tenders OR negotiates on full OR in part without assigning any reason whatsoever.

32. Transporter/Contractor must give an undertaking that if TDS is not applicable, he is having less than 10 vehicles as per the prevalent Rules alongwith copy of PAN card. Format of Declaration is enclosed.

33. If a Tenderer quotes Nil/Zero charges consideration, the tender bid shall be treated as irresponsive and will not be considered.

34. The successful Transporter will have to enter into a contract via Agreement before commencement of work.

35. Other things being equal and meeting the requirements of the Corporation, preference will be given to tenderer who has quoted the lowest rates as per the financial bid and having clear track record and no pending disputes with CCI.

36. Corporation will consider appointing such contractors those who have required infrastructures.

37. Penalty Clause: If contractor fail to perform contract partially or fully, then CCI shall have right to penalize the Transporter/contractor including blacklisting for up to next two cotton seasons.

38. The Transporter shall obtain worker's Insurance policy with the Insurance Company and pay the premium and shall not claim any amount from the Corporation. The Transporter/contractor shall pay compensation if any in case of accidents and Corporation will not be responsible.

39. In case of any legal suit filed against the Corporation by any workmen, the Corporation is authorized to recover the loss/expenses if any from the Transporter/contractor.

40. Tenderers who have been blacklisted or otherwise debarred by any Department of Central or State Government/Public Sector Undertaking/Institutions will be ineligible. Tenderers should submit self-declaration that tenderer is not banned/restricted business dealing with any Department of Central or State Government/Public Sector Undertaking/Institutions.

41. During the process of transportation of FP bales from CCI center to Godown for storage purpose, first (1st) weighment is done at the center level/factory level by the factory/CCI center in charge. After that, at the time of unloading of FP bales at Godown, a second (2nd) weighment of Gross – Tare – Net weight of FP bales is to be done by the transporter at nearby weighbridge and the weighment slip should be compulsorily attached with the bill alongwith e-way bill, LR copy,etc. Any abnormal difference between 1st weight and 2nd weight should be immediately brought to the notice of the CCI center incharge by the transporter. The weighment cost should be included in the transportation rates at the time of submitting the tender.

42. Dispute if any arises out of the contract will be referred to an Arbitrator (not an Employee of the Corporation) whose appointment shall be made by the Branch Manager, Rayagada and the decision of the Arbitrator will be binding on both the Parties. The despite shall be governed by Arbitration and Conciliation Act 1996. If any dispute arises, this contract will have jurisdiction of Branch office: Rayagada only.

ONPARTYLETTERHEAD

Declaration under Section 194 C (6) for Non-deduction of Tax at Source

To,
The Dy. General Manager
The Cotton Corporation of IndiaLtd.
B.O. Rayagada.

Declaration

I,Mr._____(Proprietor/Partner/Director)ofM/s._____, _____(Address) (hereinafter the contractor) do hereby make the following declaration as required by subsection(6) of Section 194C of the Income Tax Act, 1961 for receiving payments from the payer without deduction of tax at source.

1. That I/We am/are authorized to make this declaration in the capacity as Proprietor/Partner/Director.

2. That the contractor is engaged by the payer for plying, hiring or leasing of goods carriage for its business.

3. That the contractor does not own more than_____goods carriage as on date.

4. That if the number of goods carriages owned by the contractor exceeds ten at any time during the period 2024-25 (current season 2024-25 till 30.09.2025), the contractor shall forthwith, in writing intimate the payer of this fact.

5. That the Income Tax Permanent Account Number (PAN) of the contractor is_____.A photocopy of the same is furnished to the payer along with this declaration.

6. The contractor hereby gives an undertaking to submit duly prescribed form of declaration as notified by the Income tax department.

Place:
Dated: Declarant

(TOBESUBMITTEDINLETTERHEADOFTRANSPORTATIONWORKCONTRACTOR/COMPANY

VERIFICATION

I the above named declarant do hereby verify that the contents of paragraphs one to six above are true to my own knowledge and belief and no part of it is false and nothing material has been concealed in it.

Place:
Dated: Name of the Declarant and Signature

Non-Black listing declaration
(To be given on Company Letter Head)

Date:

To,
The Dy General Manager
The Cotton Corporation of India
Ltd. B.O.Rayagada.

Sub: Declaration for Non-Blacklisting

Tender Reference No:_____

DearSir,

We hereby declare that we are not banned/blacklisted/restricted business dealing by any Central Government/ State Government// Public Sector Undertaking/ any Regulatory Authorities in India.

We certify that all information furnished by our Firm is true & correct and in the event that the information is found to be incorrect/untrue or found violated, then your department/ organisation shall without giving any notice or reason therefore or summarily reject the bid or terminate the contract, without prejudice to any other rights or remedy including the forfeiture of the full said earnest money deposit absolutely.

Yours Faithfully,

(Signature of the Bidder, with Official Seal)

(TO BE SUBMITTED IN LETTER HEAD OF TRASNPORTATION WORK CONTRACTOR/ COMPANY

DECLARATION

I/We hereby undertake to abide by all the above terms and conditions of the tender supplied by the Corporation and a copy annexed herewith duly signed. The rates quoted are per bale basis **including unloading charges and charges up to stacking in godown** and all other expenses, inclusive of all taxes excluding loading at factory and GST.

I/We agree with the above Terms and Conditions.

Name & Signature of the Tenderer With Seal

DATE:
PLACE**:**

Witness:1. Name of the Witness: & full address

2. Name of the Witness:& full address

CHECKLISTFORTENDERERS

1	Whether Tenders are e submitted in the prescribed format in formof "Bid-land Bid-ll". Whether submitted these two bids in separate sealed envelops duly marked as "Bid-l(Technical) or Bid- ll (Financial)" and then place the two sealed envelops into one envelop duly sealed and superscribed as "Tender for transportation of F.P.Bales for the crop year 2024-25"	:YES/NO
2	Whether copy of PAN card Xerox is enclosed (Name mentioned in PAN No. should correlate with Transport Co/Proprietor/partner of firm .)	:YES /NO
3	Whether copy of GST registration Certificate is enclosed	:YES /NO
4	Incase of partnership / Firm then firm registration with registrar of Firms is enclosed and in case of Company the certificate of incorporation should be enclosed.	:YES /NO
5	DD/POofRs…….for each centre	:YES /NO
6	Whether tender form cost DD/PO is enclosed	:YES /NO

THECOTTONCORPORATIONOFINDIALTD.BRAN
CH OFFICE: RAYAGADA

BID-I(TECHNICAL)

Tender form fees:Rs.118/-
(Rupees One hundred eighteen only inclusive of GST)

Tender No._____
Last date of submission : 27.12.2024 upto11.30hours.
Date of opening of Tender : 27.12.2024 upto12.00hours.

CENTRE NAME:	

Tender form forTransportation of FP bales for the Cotton Season 2024-25.

1	Name and full postal address of the Transporter with Landline Number/ Mobile No.& Email Address.	Name of the Transporter_____ _____District: _____PIN:_____M e-mail:
2	PAN No. (Self Certified copy should be enclosed) (Name mentioned in the PAN No. should Co-relate with either Transport Co/Proprietor/Partner of firm)	:
3	GST No.(Self Certified copy should be enclosed)	:
4	a) Name of the Proprietor in case a ffirm, b) Name of Partner & No. of Partners c) Registration No.& Date:(Copy of registration correlated Authority/Registrar of companies)	:
5	Office Address	At:_____ _____District: _____PIN:_____M
6	Name and address of the Authorized Local person responsible to contact with mobile no.	Name:_____ _____ _____ Mobileno:
7	Whether the Contractor is Registered as MSE (if Yes,Pls.attach concerned valid certificate	:Yes/No

<table>
<tr><td>8</td><td>If MSE,whether under SC/ST category (if Yes, Pls. attach concerned valid certificate)</td><td>:Yes/No</td></tr>
<tr><td>9</td><td>If MSE is under the Women Entrepreneur Category (if yes,pls.attach concerned valid certificate)</td><td>:Yes/No</td></tr>
<tr><td>10</td><td>Whether the Contractor is under The startup category.(If Yes, pls. attach concerned valid certificate)</td><td>:Yes/No</td></tr>
<tr><td>11</td><td>Details of EMD:Rs.50000/-</td><td>EMD of Rs.....for each Centre D.D/P.O. No _____
Amount _____
Bank _____
(D.D/P.O of Nationalized Bank/Scheduled Bank)</td></tr>
<tr><td>12</td><td>Cost of Tender Fee:Rs.118/-</td><td>DD/PO.No_____ _____Amount_____ _____Bank_</td></tr>
<tr><td>13</td><td>Whether Transportation work of The Corporation was done in last three years
If yes, furnish details:</td><td><table><tr><td>2021-22</td><td>2022-23</td><td>2023-24</td></tr><tr><td></td><td></td><td></td></tr></table></td></tr>
<tr><td>14</td><td>Details of Bank Account:</td><td>Name of account holder: _____
Account No.
_____Name of the Bank _____
_____Branch Name _____
_____IFSC Code _____
_____</td></tr>
</table>

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 tenders submitted at its discretion for any reason and call 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:

THE COTTON CORPORATION OF INDIA LTD., BRANCH OFFICE:RAYAGADA

BID-II(FINANCIALBID)

F.P.BALES TRANSPORTATION FROM PRESSING LOCATION TO VARIOUS GODOWNS FOR THE COTTON SEASON 2024-25

RATE PER BALE (INDLUDING UNLOADING AND UPTO STACKING IN GODOWN AND ALL OTHER EXPENSES INCLUSIVE OF ALL TAXES EXCLUDING LOADING AT FACTORY AND GST)

From: ----------

To
The Dy.General Manager,
The Cotton Corporation of India
Ltd., Rayagada.

Dear Sir,

Sub:Tender for transportation of F.P.Cotton Bales for the Cotton Season 2024-25-Reg.

With reference to your tender notice dated ……..,we hereby submit our rates for transportation of F.P.Cotton Bales from various Pressing factories at centers to different godowns as per the details shown below:

All Rates Iincluding **Unloading & upto stacking of Bales in Godown.**

No. of Pressing Locations applied:

CENTRE: RAYAGADA

Sr. No.	From Pressing Location/ Centre	Sr. No.	To Godonws at (CWC/SWC/SOCIETY/ PRIVATE/AMC&ANY OTHER GODOWNS AT)	Rate (Rs.per bale incuding unloading charges and upto stacking of Bales in Godown & all other expenses inclusive of all taxes but excluding loading at factory& GST)
1	Komatlapeta	1	Rayagada	
2	Antamada	2	Rayagada	
3	Komatlapeta/Antamoda	3	Junagarh	
4	Komatlapeta/Antamoda	4	Bolangir	
5	Komatlapeta/Antamoda	5	Koksara	
6	Komatlapeta/Antamoda	6	Berhampur	

Name & Signature of Tenderer with seal

Place:
Date:

AGREEMENT FOR ENGAGING TRANSPORTATION WORK OF FULLY PRESSED (F.P) COTTON BALES FROM GINNING & PRESSING FACTORIES TO GODOWNS (COTTON SEASON 2024-25)

An Agreement made at_____this_____day of _____(Year) between The Cotton Corporation of India Limited, a company registered under the Companies Act, 1956 having its Registered Office at Kapas Bhavan Plot No. 3A, Sector 10,CBD Belapur,Navi Mumbai-400614.(Here in after for brevity's sake called the "Corporation" which expression shall unless repugnant to the context or meaning thereof include its successors and assigns)OF THE FIRST PART AND _____TRANSPORTER_____ (hereinafter for brevity's sake called "The transporter" which expression shall unless repugnant to the context or meaning thereof include its successors and assigns) being represented by its owner as well as by representative if any, of the SECOND PART.

WHEREAS the transporter, known by the name of----------is owned/is leased/ is licensed by----------(owner's name) to---------- (Lessee/Licensee's name).

AND WHERE AS the transporter has offered to do the work of Bales transportation for the Corporation during the Cotton Season 2024-25 on contract.

AND WHERE AS the Corporation has accepted the offer on the terms and conditions contained herein.

The transporter agrees to transport the F.P.Bales from Pressing factories to Godowns engaged by the Corporation at the following rates.

Sr. No	From Pressing Location / Centers	To Godowns Located at	Rate (Rs. per Bale

1. The above rates are per bale basis **including unloading charges and charges up to stacking in godown** and all other expenses, inclusive of all taxes but excluding loading at Factory and GST.

2. No escalation in rates during the contracted period on any ground.

3. The Transporter will have to place adequate vehicles on day –to- day basis according to Corporation's requirement. Transporter should be able to place extra vehicles also,

instantly in case of demand. The transporter shall compensate the Corporation in the event of any delay in work due to transporter on account of supply of insufficient vehicles/or any other reason/s.

4. Transporter will have to transport Fully pressed (F.P) Cotton bales immediately on Centre In-Charge's Communication/ Pressing Factory. In case of failure the corporation will arrange the work through other transporters at its discretion and the difference of rate/loss/damage/over heads if any sustained will be recovered from the **transporter and EMD / Security Deposit may also be forfeited.**

5. While transporting the F.P. bales proper care should be taken for safety and no damage should occur during transit. In case of any incidents to or tendering to lead to any loss or damage (including damage to quality/packing of goods), transporter will make it good to the Corporation as decided by the corporation.

6. In transit, Transporter has to ensure to cover the stock of Fully pressed (F.P) cotton bales with Tarpaulines and that proper protection of stock should be taken.

7. TheTransporter is responsible for any complication because of excess /short loading.
8. The transit loss if any observed shall be recovered from the transporter.
9. In case if the damage is caused during transportation, the same shall be re-pressed and transported on account of transporter.The transporter shall ensure that only fully pressed, covered, neat and clean bales are loaded into the truck.

10. The vehicle should be fully insured, clean andthevehicles carryingcoal, cement, chemicals etc. which cause damage to bales should not be used. In case of any damage/incidentsiscausedduetotransportationofF.Pcottonbales,therecoverywill be made from the concerned Transporter as decided by the Corporation.

11. In case of any accident or eventuality during the transitthe same should be informed to BRANCHOFFICE: RAYAGADA/ concerned Centre In-Charge immediately, besides completing the formalities of lodging F.I.R. with police, investigation report, arrangement of Fire Brigade Report and photographs etc., The Transporter will be responsible for submitting copies of F.I.R. fire brigade report etc., wherever necessary. Without preliminary survey truck/ salvage should not be removed.

12. The Transporter will have to contact Centre In-Charge's/ Godown In-Charge's on day today basis for ascertaining the requirement of vehicles before transportation. Adequate vehicles should be placed on day-to-day basis according to the Corporation's requirement. Transporter should be able to place extra vehicles also, instantly in case of emergency/exigency.

13. The Contractor/ Transporter shall undertake to compen sate the Corporation in the event of delay caused due to insufficient number of vehicles being provided by him. For any loss arising out of wilful act of the Contractor/Transporter, OR cause any kind of damage to the Corporation's property, the Transporter shall also be held liable for compensation as decided by the Corporation. In this regard, decision of Centre In- Charge's/ Godown In-Charge's shall be final & binding on the Contractor.

14. The Bills accompanied with On-Line Gatepass (through BIT's),Lorry Receipt (L.R), printed weighment Slip issued by concerned CWC/OSWC/CWC hired, CWC management Godowns) & E-way bill (to be generated by the Transporter exclusively) copy along with acknowledgment of goods received in good condition from concerned Godown In-

Charge and CWC representative & other supporting documents duly acknowledged by Centre In-Charge/ Godown in charge should be submitted to Branch Office on fortnightly basis for settlement of bills. 10 % amount of the bill will be deducted towards security deposit along with Income Tax and other taxes if any applicable from time to time.The bills submitted by the party shall be processed by the Corporation a the earliest and the payment against the same shall be released within maximum period of 45 days from the date of receipt to bill after making deductions towards TDS,TDS on GST, 10% security deposit etc. The security deposit may be released after satisfactory completion of work by Transporter or on expiry of contract and satisfactory completion of service which ever is earlier. However no interest will be paid on such security deposit. Satisfactory completion certificate to be obtained from concerned Center In- Charge/ Godown Incharge.

15. The payment will be made through e payment (RTGS/ NEFT etc.).

16. This agreement does not bind the Corporation to offer the whole or any part of its transportation work to the transporter. The Corporation may offer the work of transportation to the transporter at its own convenience on the basis of circumstances prevailing and the transporter shall have no right to claim work from the corporation.

17. During the Season, the Transporter should transport any brusted / damaged bales from Godowns to factory and after repressing, the repressed bales should be transported back to Godowns as per finalized, per bale basis rate, by the same transporter.

18. The Corporation reserves the right to withdraw its transportation work or terminate this agreement without assigning any reason.

19. GST E-way bill, for movement of Corporation stock, will be generated by the transporter as per GST act & provisions. If any liability arises to the Corporation due to non- generation/wrong generation of e-way bill, it will be recovered from the transporter.

20. The applicable statutory deductions such as Income Tax (TDS), GST and TDS surcharges, will be deducted from the bills at the prevailing rates as per Income Tax Act 1961 under Section 194 C / GST Act 1961 2017.

21. Penalty Clause: If contractor fail to perform contract partially or fully, then CCI shall have right to penalize the Transporter/contractor including blacklisting for up to next two cotton seasons.

22. Bales should be loaded lot-wise and no intermixing of lots will be allowed.

23. The Transporter shall obtain worker's Insurance policy with the Insurance Company and pay the premium and shall not claim any amount from the Corporation. The Transporter/contractor shall pay compensation if any in case of accidents and Corporation will not be responsible.

24. In case of any legal suit filed against the Corporation by any work men, the Corporation is authorized to recover the loss/expenses if any from the Transporter/contractor.

25. The Transporter is a company/ partnership/Proprietary/ Joint Family concern copies of documents evidencing this are annexed hereto.

26. The Transporter has to ensure to provide vehicles in such a manner that either 100 bales (One full Lot) OR part Lot (50 bales) are accommodated while shifting the F.P bales stock from factories to Godowns.

27. During the process of transportation of FP bales from CCI center to Godown for storage purpose, first (1st) weighment is done at the center level/factory level by the factory/CCI center in charge. After that, at the time of unloading ofFP bales at Godown, a second(2nd) weighmen to Gross–Tare–Net weight of FP bales is to be done by the transporter at nearby weighbridge and the weighment slip should be compulsorily attached with the bill along with e-way bill, LR copy, etc. Any abnormal difference between 1st weight and 2nd weight should be immediately brought to the notice of the CCI center incharge by the transporter. The weighment cost should be included in the transportation rates at the time of submitting the tender.

This agreement is being executed by Shri----------on behalf of the transporter on the strength of a power of attorney executed are solution passed on----------.A copy of the power of attorney / resolution is also annexed to this agreement.

The transportation agreement shall be valid for cotton season 2024-25 i.e. up to 30-09- 2025 and there shall be no escalation/Revision of rate during the season.

In case of any dispute or difference arising out of or in relation to this agreement, the same will be referred to arbitration of an Arbitrator (other than an employee of the Corporation) to be appointed by the Branch Manager of the Corporation and whose decision shall be final and binding upon the parties hereto. The arbitration will be governed by the provisions of the Arbitration & Conciliation Act, 1996.

This Agreement shall be subject to Jurisdiction of Courts of.....only.

SIGNED SEALED AND DELIVERED FOR and on behalf of the within named: - THE COTTON CORPORATION OF INDIA LIMITED.,

Shri---------- Signature----------

Duly authorized in that behalf in the presence of:

----------(Transporter)

by Shri----------(Owner)

Signature----------

Duly authorized in that be half in the presence of:

WITNESSES:

(1) Name :_____

Address:_____

_____

_____

(2) Name :_____

_Address:_____

DECLARATION

I here by request to the Cotton Corporation of India Limited,…….on behalf of M/s--------
---------- Transporter ----------
----------in the capacity of authorized representative that I give my consent to issue oneT.D.S.Certificate for each completed financial year i.e.202--202 - for the amount of IncomeTax deducted at source(T.D.S).

Place: For_____

Date: _____

_____