# भारतीय कपास निगम लिमिटेड

THE COTTON CORPORATION OF INDIA LIMITED
**(A Government of India Undertaking)**
**BRANCH OFFICE:2ND& 3RD Floor, V.L.Chittimalla Complex, H.No.16-07-109, Laxmipuram, Near Old Grain Market, Warangal – 506002 (T.S.)**
**CIN: U51490MH1970GO1014733**
Phone No.0870 – 2565088, 2429394, Fax No.0870-2501451
**Website: www.cotcorp.gov.in. E-Mail: warangal@cotcorp.com**
**Ministry web: www.texmin.nic.in**


संदर्भ:भाकनी/ वारंगल /विप/जॉब वर्क(गोदाम)/2022-23/2 दिनांक:02.11.2022

## गोदाम में जॉब-वर्क के लिए अल्पकालिक निविदा सूचन

भारतीय कपास निगम लिमिटेड, शाखा कार्यालय वारंगल प्रतिष्ठित जॉब वर्क ठेकेदारों से पूर्ण बंधित रुई की गाँठे को गोदाम मे कैरीइंग, स्टैकिंग, डी-स्टैकिंग, वजनकरना, नमूनाकाटने आदि से संबंधित विभिन्न कार्यों को करने हेतु और मिसीलियन्स आइटम जैसे की विभिन्न गोदामों में तिरपाल, ग्रे कपड़ा, जूट सुतली और लिंट बौरास के कार्य की हैंडलिंग करने हेतु तेलंगाना राज्य के विभिन्न गोदाम स्थलों के लिए मुहर बंद निविदाएं आमंत्रित करता है।

नियम एवं शर्तोंके साथ निर्धारित निविदा फॉर्म शाखा कार्यालय- वारंगल से किसी भी कार्य दिवस में **112/- रुपये(एक सौ बारह रुपये मात्र) जीएसटी सहित के भुगतान पर 09-11-2022 को पूर्वाह्न 10:30 बजे तक** प्राप्त किया जा सकता है और यह सीसीआई की वेबसाइट- http://www.cotcorp.org.in और सरकारी पोर्टल http://www.eprocure.gov.in पर भी उपलब्ध है। डाउनलोड की गई निविदाओं के साथ रु .112/, का डीडी/पेऑर्डर जोकि "द कॉटन कॉरपोरेशन ऑफ इंडिया लिमिटेड, वारंगल में देय,होना चाहिए या निविदा शुल्क का भुगतान इलेक्ट्रॉनिक फंड ट्रांसफर / भुगतान के डिजिटल मोड जैसे BHIM, UPI (UPI / BHIM-UPI QR कोड) और RTGS / NEFT द्वारा किया जाना चाहिए। इलेक्ट्रॉनिक फंड ट्रांसफर केवल वसूली की पुष्टि के अधीन ही मान्य होगा। खाते का विवरण इस प्रकार है:

बैंक का नाम : यूनियन बैंक ऑफ इंडिया, वारंगल

खाता संख्या : **076011011009999**

IFSC कोड : **UBIN0807605**

सभी पहलुओं से विधिवत रूप से भरा हुआ टेंडर फॉर्म **प्रत्येक गोदाम स्थान (जोकि निविदा नियम और शर्तें के** अनुलग्नक -अ **की गोदाम स्थलों की सूची अनुसार)के लिए अलग-अलग Rs.50,000/- की ई.एम.डी.** के डीडी/पे ऑर्डर या इलेक्ट्रॉनिक फंड ट्रांसफर/डिजिटल मोड ऑफ पेमेंट जैसे BHIM, UPI (UPI / BHIM-UPI QR कोड) और RTGS / NEFT के साथ, सीलबंद लिफाफे में **"कपास फसल वर्ष -** 2022-23 **के लिए गोदाम में जॉब-वर्क के लिए निविदा"** अंकितकरते हुए महा प्रबंधक को संबोधित, उपरोक्त पते पर **09-11-2022 को सुबह 11.00 बजे या उससे पहले** पहुँचना अनिवार्य है ।

निर्धारित समय के अंदर प्राप्त सीलबंद निविदाएं **उसी दिन अर्थात् 09-11-2022 को दोपहर 11:30 बजे** उन निविदाकर्ताओं की उपस्थिति में खोली जाएंगी जो उपस्थित रहना चाहते हैं। MSEs (Micro & Small Enterprises) जो MSE authorities के साथ पंजीकृत हैं एवं स्टार्ट-अप फर्म को तकनीकी बीड के साथ वैध पंजीकरण प्रमाण-पत्र प्रस्तुत करने पर निविदा शुल्क (tender fees) और ईएमडी (EMD)से छूट प्रदान की जायेगी। MSE प्रमाणपत्र निविदाके कार्य की प्रकृति के अनुरूप होना चाहिए। हालांकि, अनुबंध पर हस्ताक्षर करने से पहले सफल निविदाकर्ताओं को 50,000 /- रुपये की सुरक्षा राशि (Security deposit) शाखा कार्यालय में जमा करनी होगी ।

ह.स्था/-

महा प्रबंधक

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**REF: CCI/MKTG (GODOWNS)/2022-23/2** **DT: 02-11-2022**

## SHORT TERM RE-TENDER NOTICE FOR JOB WORK AT GODOWNS

## FOR THE SEASON 2022-23

The Cotton Corporation of India Ltd., Branch Office Warangal invites sealed Tenders from reputed Job Work Contractors for handling various works relating to Fully Pressed Cotton Bales like Carrying, Stacking, De-stacking, Weighment, Sample cutting etc and for handling the miscellaneous items like Tarpaulins, Grey cloth, Jute Twine and Lint boundaries in various godowns located under various Districts of Warangal, Jangaon, Mehabubabad, Jayashankar Bhupalapally, , Suryapet, Siddipet, Khammam, Karimnagar, Medak, Bhadradri Kothagudem, Yadadri Bhuvanagiri, Hyderabad, Medchel etc.in Telangana State.

The prescribed tender forms along with the terms & conditions can be obtained from the Branch Office during working hours on any working day, on payment of Rs.112/- (Rupees One Hundred and Twelve only) including GST up to 10.30 Hrs. on 09-11-2022 and the same is also available at CCI's website: http://www.cotcorp.org.in and Government portal http://www.eprocure.gov.in. Downloaded tenders should be accompanied with Rs. 112/-, DD/Pay Order in favour of "The Cotton Corporation of India Ltd., Payable at Warangal or by Electronic Fund Transfer/Digital mode of payment such as BHIM, UPI and RTGS/NEFT. Electronic Fund transfer will be valid subject to confirmation of realization. Account details are as under:

| | | |
|---|---|---|
| Name of the Bank | : | **Union Bank of India, Warangal** |
| Account No. | : | **076011011009999** |
| IFSC Code | : | **UBIN0807605** |

Tender form duly completed in all aspects along with DD/Pay order or by Electronic Fund Transfer/Digital mode of payment such as BHIM, UPI and RTGS/NEFT, for Rs.50,000/- towards E.M.D. for each godown location under each district separately as per the serially listed godown location in Annexure-A.

Tender form should be submitted in sealed cover super scribed as **"Tender for Job Work Contract at Godowns for cotton season 2022-23"** addressed to the General Manager, should reach to the above address on or before 11.00 Hrs. on 09-11-2022. The Technical Bid of the sealed tenders received within the stipulated time shall be opened on the same day i.e. 09-11-2022 at 11.30 Hrs. and the Sealed Financial Bid of the Technically qualified Tenders shall be opened on 15.00 Hrs. on the same day i.e., 09-11-2022 in presence of the tenderers who may wish to remain present.

MSEs(Micro & Small Enterprises) registered with MSEs(Micro & Small Enterprises) authorities and start-up firms are exempted from tender fees and EMD on production of valid registration certificate**. Further it should be noted that there is NO exemption of Tender Fee and EMD for Medium Category under MSME Registration**. The MSE certificate should be relevant to nature of work of tender.

**However, security deposit of Rs. 50,000/- for each district separately has to be deposited in branch office by successful bidders before signing of agreement.**

**Sd/-**
**General Manager**

## TENDER FOR JOB WORK AT GODOWNS FOR COTTON SEASON 2022-23

### Terms & Conditions:

1. The last date of submission of the tender to this Office is 11.00 HRS on 09-11-2022.

    a) The date of opening Technical bid-I of the tender is on **09-11-2022 at 11.30** HRS
    b) The Financial bid-II of the tenders who qualified for the technical bid will be opened on **the same day i.e., on 09-11-2022 at 15.00** HRS

2. Tenders should be submitted in the prescribed format in form of "Bid-I and Bid-II". The Job contractors should submit these two bids in separate sealed envelopes duly marked as "Bid-I (Technical) or Bid-II (Financial)" and then place the two sealed envelopes into one envelop duly sealed and super scribed as "**Job work contract in Godowns for cotton season 2022-23"**.

    - **Bid–I (Technical)** should be submitted along with EMD, tender fee, signed terms & conditions & all other documents desired as per tender.

    - **Bid –II (Financial)** should contain only financial bid. For Each godown location applied, separate Bid-II (Financial) is to be enclosed.

3. All columns in the tender form should be filled in clearly and legibly. Tender form found as incomplete in any respect, is liable to be rejected.

4. **The Contractor having legal dispute continuing/pending with the Cotton Corporation of India Ltd as well dues payable by the Contractor is not eligible to participate.**

5. Contractor has to pay **Rs.50,000/-** towards E.M.D. for each godown location under each district separately for each serial No. as per the list enclosed along with the tender by way of DD/Pay Order in favour of "The Cotton Corporation of India Ltd., Payable at Warangal" or by Electronic Fund Transfer/Digital mode of payment such as BHIM, UPI and RTGS/NEFT. Electronic Fund transfer will be valid subject to confirmation of realization. MSEs(Micro & Small Enterprises) firms are exempted from EMD on production of valid MSEs certificate; **however security deposit of Rs. 50,000/- for each district separately has to be deposited in branch office by successful bidders before signing of agreement.** No interest will be paid on EMD/Security Deposit. EMD/Security Deposit will be refunded after satisfactory completion of work at the end of the season.

6. The Contractor shall abide by all terms & conditions prescribed by the Cotton Corporation of India Ltd. The Contractor also agree to abide by all Rules, Acts, Provisions for employing labourers to do the work related to FP bales as per Minimum wages Act, Provision of Provident Fund Act, Payment of wages Act, provisions relating to employing children & women, workmen compensation Act, Bonus Act, Shops and Establishment Act, Factories Act and all other rules and acts not specified hereunto. Violation of any such rules will invoke penal action on the contractor as per laws.

7. The applicant must have P.F Code No, PAN No and GST No. The certified copies of all the Certificates must be attached with Technical Bid.

8. The Contractor has to submit the certified copy of the Challan to CCI every Month, establishing payment of P.F deposited with P.F Department. In case of non payment / less payment of P.F, the contractor will be wholly responsible for all liabilities due to P.F Dept.

9. The rates once finalized will be inclusive of any probable increase that may be made by the Government in Minimum wages Act and contractor shall not demand any proportionate increase or revision in the finalized rates till the period under the agreement is completed.

10. Other things being equal and meeting the requirements of the Corporation, preference will be given to tenderer who has quoted the lowest Job work rates. However, rates shall not be the sole criteria for appointment of contractors and other factors like quality of work by the contractor and having clean track record and no pending disputes with CCI and past performance etc., shall also be considered.

11. Corporation will consider appointing such contractors those who have required infrastructure.

12. The bills accompanied with all supporting documents, P.F. Challan etc. Duly acknowledged by Godown Incharge should be submitted to B.O..

13. 10% deduction will be made from bills submitted by the Job work contractor as security deposit which will be released at the end of the season on satisfactory completion of work by Job work contractor. However no interest will be paid on such security deposit. Satisfactory completion certificate to be obtained from concerned Godown-in-charge.

14. The rates once finalized shall be valid till **30-09-2023** and may be extended by the corporation for a further period if necessary.

15. The Job work contractor shall compensate the corporation in the event of any delay in work on account of insufficient number of labourers supplied by the contractor. In this regard, the decision of the Godown-in-charge shall be final & binding on the contractor.

16. In case of any dispute on any terms interpretation etc. the decision of the General Manager, CCI Ltd, Warangal shall be final and binding on both the parties.

17. The rates quoted by the party should inclusive of all but excluding GST.

18. All statutory deductions such as Income Tax, GST,TDS Surcharges etc., will be deducted from the bills at the prevailing rates as per Income Tax Act 1961,GST provision.

19. The contractor shall ensure proper safety of the goods/stock of Corporation. The contractor shall undertake to compensate the corporation for any loss arising out of wilful act of the contractor / labours or cause any kind of damage to the corporation's property. Also, contractor will be penalized for any kind of mishandling of Corporation's stock resulting in damage to quality/packing as determined by Corporation.

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

21. 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 contractor.

22. Whenever the labour department demands to furnish the records or documents pertaining to labourers the contractor shall produce the same to their best satisfaction.

**23. The Job Work Contractor will raise bill and forward it through concerned Godown Incharge to Branch Office on monthly basis latest by 5th of every month. Bill for the month of March 2023 is to be submitted by 10th April 2023. Bill of financial year 2022-23 received after 10th April 2023, may not be considered by Branch Office for payment.**

**24. The job work contractor shall ensure to provide sufficient Trolleys for stacking and de-stacking of bales at all godowns other than private godowns i.e.,CWC/SWC/APMC Godowns.**

25. The Loss sustained by the Corporation due to the negligence / non supply of labour by the concerned contractor, Corporation shall be liable to carry the work through other contractor and loss if any suffered by the Corporation shall be recovered from the bills / EMD's / Security Deposits of original contractor.

26. The job Contractor shall charge the same rate as finalized in tender for loading of bales from cotton buyers to whom the cotton bales were sold by CCI at the time of loading of bales. The Job Contractor has no right to enhance the said rates under any circumstances.

**27. The job Contractor shall ensure to provide sweeper as and when required by CCI for cleanliness of godown. The job contractor shall ensure that godown is cleaned after loading/sample cutting/unloading etc. work.**

28. Eligibility criteria for qualify :-

i) a) The tenderer should make payment of requisite amount of EMDtender fees.
b) The tenderer should make payment of EMD for each godown location under each district.
ii) The tenderer must have Provident fund Number allotted by P.F. department.
iii) The tenderer must have PAN allotted by Income tax department.
iv) The tenderer must have GST Number.

29. The List of the godowns engaged and propose to engage godowns, are as per **Annexure-A**.

30. Corporation reserves its right to engage any number of contractors in one / all the Godowns depending upon the volume of work.

31. The successful contractor will have to enter into a contract before start of the work.

32. If any dispute arises this contract will have jurisdiction of Warangal only.

33. 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 General Manager, Warangal and the decision of the arbitrator will be binding on both the parties. The dispute shall be governed by Arbitration and conciliation Act 1996.

34. Mere submission of the tender form does not entitle any Job contractor to be engaged by the Corporation. The Corporation reserves the right to accept or reject any tender without assigning any reason thereof.

35. In case the tenderer has any query about the tender/bid terms and conditions and/or tender/bid process, he may seek clarification from the Branch office Warangal. Further, in case tender/bid is rejected tenderer may seek the reasons for rejection from Branch Office Warangal.

**Seal & Signature of the Job Contractor.**

## DECLARATION

I/We hereby confirm that the above clauses have been read and noted and we agree to abide by all the above Terms and Conditions.

Place: Signature:_____

Date:

Name & Seal of the contractor:_____

Address Stamp

Witness:

Name & Address

(1)_____

_____

_____

_____ (Signature)

(2)_____

_____

_____

_____ (Signature)

ANNEXURE-A

**GODOWNS LIST**

**a) CWC/SWC Godowns Engaged and proposed to be engaged:-**

| S.No | CWC/SWC Location | Name of the District |
|---|---|---|
| 1 | CWC/SWC IN & AROUND KARIMNAGAR | KARIMNAGAR |
| 2 | CWC/SWC IN & AROUND RAMAYANPET | MEDAK |
| 3 | CWC/SWC IN & AROUND SIDDIPET | SIDDIPET |
| 4 | CWC/SWC IN & AROUND SURYAPET | SURYAPET |
| 5 | CWC/SWC IN & AROUND WARANGAL | WARANGAL |
| 6 | CWC/SWC IN & AROUND BHONGIRI | YADADRI BHUVANAGIRI |
| 7 | CWC/SWC IN & AROUND NAMPALLY | HYDERABAD |
| 8 | CWC/SWC IN & AROUND SANATHNAGAR | MEDCHEL |

**b) AMC/Private Godowns/Any other Godowns (Existing & Other Private Godowns ) Engaged and proposed to be engaged in and around following Godown Locations:**

| S.NO. | GODOWNS LOCATION | DISTRICT NAME |
|---|---|---|
| 1 | ALL AMC/INSTITUTIONAL/PRIVATE/ANY OTHER GODOWNS HIRED BY CWC/CCI/SWC IN AND AROUND JAYASHANKAR BHUPALAPALLY | JAYASHANKAR BHUPALAPALLY |
| 2 | ALL AMC/INSTITUTIONAL/PRIVATE/ANY OTHER GODOWNS HIRED BY CWC/CCI/SWC IN AND AROUND JANGAON | JANGAON |
| 3 | ALL AMC/INSTITUTIONAL/PRIVATE/ANY OTHER GODOWNS HIRED BY CWC/CCI/SWC IN AND AROUND MAHABUBABAD | MAHABUBABAD |
| 4 | ALL AMC/INSTITUTIONAL/PRIVATE/ANY OTHER GODOWNS HIRED BY CWC/CCI/SWC IN AND AROUND KHAMMAM | KHAMMAM |
| 5 | ALL AMC/INSTITUTIONAL/PRIVATE/ANY OTHER GODOWNS HIRED BY CWC/CCI/SWC IN AND AROUND BHADRADRI KOTHAGUDEM | BHADRADRI KOTHAGUDEM |
| 6 | ALL AMC/INSTITUTIONAL/PRIVATE/ANY OTHER GODOWNS HIRED BY CWC/CCI/SWC IN AND AROUND YADADRI BHUVANAGIRI | YADADRI BHUVANAGIRI |

**NOTE:-**

- Tenderer should specify the particulars as per the above serial description in the Godown column of the Financial bid.

**Checklist for Tenderers:**

**1).The tenderer must enclose demand draft of requisite amount of Rs.112/- towards Tender form Fee and EMD of Rs. 50,000/- for each godown location under each district.**

**2).The tenderer must have Provident fund Number allotted by P.F. department.**

**3). Xerox copy of PAN No (Name of job contractor/firm and name on PAN should match)**

**4) Xerox copy of GST No (Name of job contractor/firm and name on GST should match)**

**BID-I (Technical)**

**THE COTTON CORPORATION OF INDIA LTD., BRANCH OFFICE : WARANGAL**

**TENDER FORM FOR JOB WORK AT GODOWN FOR COTTON SEASON 2022-23**

**Tender Form No**. : _____ **Tender form fees**: Rs.112/- Including GST
Tender form Date: _____ (Rupees One Hundred and twelve only)

**Last date for issue of Tender : 09-11-2022 up to 10.30 Hrs.**
**Last date for submission of Tender : 09-11-2022 up to 11.00 Hrs.**

**Technical bid for Job work at Godown for Cotton Season 2022-23**

**1. Name of Job contractor : _____**

**2. Father's Name (if individual) : _____**

**3. Full postal address for communication with email id and tel. no. : _____**

**4. Name of godown/ godowns location for which tender is submitted : _____**

**5. a) Tender Fee Details :**
**(Rs.112/-)** **Instrument No.(DD/P.O) /UTR No. /Unique No. /**
**Transaction Number::_____**
**Name of Bank:_____**
**Amount:_____**

**b) EMD Details:**
**(Rs.50000/-)** **Instrument No.(DD/P.O) /UTR No. /Unique No. /**
**Transaction Number::_____**
**Name of Bank:_____**
**Amount:_____**

**6. Details of Provident Fund code No. : _____**
**(Copy of certificate from Competent Authority to be submitted)**

**7. Income Tax PAN No. :_____**
**(Xerox copy to be submitted)**

**8. GST Registration No.**
**(Xerox copy to be submitted) :_____**

**9. Permanent Address with Tele. no. :_____**

**10. Whether the contractor is registered as MSME: Yes/ No**

**(if Yes, Pls. attach concerned valid certificate)**

**11. If MSME under SC/ ST category : Yes/ No**

**(If Yes, Pls. attach concerned valid certificate)**

**12. If MSME under Women Entrepreneur category : Yes/ No**

**(If Yes, Pls. attach concerned valid certificate)**

**13. Whether the contractor is under Start-up category. : Yes/ No**
**(If Yes, Pls. attach concerned valid certificate)**

**14. Details of Bank Account:**

**Name of the Account Holder:_____**

**Bank Name:_____Branch Name:_____**

**IFSC Code:_____Account No.:_____**

**Place:** **Seal & Signature of the Job Contractor.**
**Date:**

**Note: Separate Tender for Godowns mentioned in each serial No. as per godown list mentioned in Annexure-A enclosed in technical Bid has to be submitted.**

## BID-II (Financial)

**THE COTTON CORPORATION OF INDIA LTD., BRANCH OFFICE : WARANGAL**

**TENDER FORM FOR JOB WORK AT GODOWN FOR COTTON SEASON 2022-23**

**Name of the Contractor:_____.**

**Name of the Godown Location: _____.**
**(Particulars of district wise godowns as per the detail listed in Annexure-A for which the rate is submitted, should be specified in the above column)**

| 1. | *Description of work* | Unit | Quoted Rate In Rs. | Weightage for each work |
|---|---|---|---|---|
| (i) | *Rolling of bales at the time of receipt/ delivery* | Per bale | | 25 |
| (ii) | *Bales stacking charges* | Per bale | | 35 |
| (iii) | *Bales de-stacking charges* | Per bale | | 25 |
| (iv) | *Bales weighment charges* | Per bale | | 1 |
| (v) | *Sample cutting charges* | Per bale | | 2 |
| (vi) | *Unloading from truck or trolley and stacking of tarpaulins (including rolling)/ destacking and loading of tarpaulins in to truck or trolley (including rolling)* | Per Tarpaulin | | 1 |
| (vii) | *Unloading from truck or trolley and stacking of grey cloth bales (including rolling)/ destacking and loading of grey cloth bales in to truck or trolley (including rolling)* | Per Grey Cloth bale | | 1 |
| (viii) | *Loading charges for FP Bales to Container Truck/ any other transport vehicle* | Per bale | | 10 |

**Note:** In case of point No. IV, if the bales are weighed in weighbridge then the bale weighment charges will not be given.

- L1 will be decided on the basis of weighted average of all the above rates. Rate should be mentioned for all the above items i.e. (i) to (viii), if rates are not quoted for one or more items, then such tender will not be considered. (For Calculation of L1 rate quoted for sample cutting charges will be divided by 50, and then weighted average rate will be calculated.)

I agree to all the terms and conditions appended to the tender and declare to abide by the same. As provided in the terms, I shall sign the written agreement for execution of all job work assigned to me by the Corporation.

**Date:**
**Place:**

**Signature:**_____

**Name of the Contractor:**_____

**Phone No:**_____

**Address Stamp:**

**AGREEMENT FOR JOB WORK CONTRACTORS AT GODOWNS FOR COTTON SEASON 2022-23**

AN AGREEMENT MADE AT _____ON THIS _____ DAY OF _____ 20_____BETWEEN THE COTTON CORPORATION OF INDIA LIMITED, A COMPANY REGISTERED UNDER THE COMPANIES ACT, 2013HAVING ITS REGISTERED OFFICE AT , MUMBAI 400 021.(HEREIN 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 A PROPRIETORSHIP FIRM / PARTNERSHIP / CO-OPERATIVE SOCIETY M/s_____ _____REPRESENTATED BY IT PROPRIETOR/PARTNER _____JOB WORK CONTRACTOR (HEREIN AFTER FOR BREVITY'S SAKE CALLED "THE JOB WORK CONTRACTOR" WHICH EXPRESSION SHALL UNLESS REPUGNANT TO THE CONTEXT OR MEANING THEREOF INCLUDE ITS SUCCESSORS AND ASSIGNS) OF THE SECOND PART.

AND WHEREAS THE JOB WORKS CONTRACTOR HAS AGREED TO DO THE WORK OF JOB WORK AT GODOWNS FOR THE CORPORATION DURING THE **COTTON SEASON 2022-23 (I.E. 01-10-2022 TO 30-09-2023)** ON CONTRACT BASIS.

AND WHEREAS THE CORPORATION HAS ACCEPTED THE OFFER ON THE TERMS & CONDITIONS CONTAINED AS FOLLOWS:-

I/ WE SHRI/M/S_____ CONTRACTOR TO DO THE JOB WORK, ACCORDING TO THE SPECIFICATION AND SATISFACTION OF THE CORPORATION AT VARIOUS GODOWNS NOMINATED BY THE COTTON CORPORATION OF INDIA LTD. BO, WARANGAL AT _____ OUR PROVIDENT FUND CODE NO._____ AND INCOME TAX PAN NO._____

## TERMS & CONDITIONS:

1. The terms and conditions of Job work tender **Dated 05-09-2022** are integral part of this agreement and shall be read as part of this agreement except herein below or otherwise amended or modified.

**2.** The rates for Job work are as under:.

| **1.** | ***Description of work*** | **Unit** | **Quoted Rate In Rs.** |
|---|---|---|---|
| **(i)** | ***Rolling of bales at the time of receipt/ delivery*** | **Per bale** | |
| **(ii)** | ***Bales stacking charges*** | **Per bale** | |
| **(iii)** | ***Bales de-stacking charges*** | **Per bale** | |
| **(iv)** | ***Bales weighment charges*** | **Per bale** | |
| **(v)** | ***Sample cutting charges*** | **Per bale** | |
| **(vi)** | ***Unloading from truck or trolley and stacking of tarpaulins (including rolling)/ destacking and loading of tarpaulins in to truck or trolley (including rolling)*** | **Per Tarpaulin** | |
| **(vii)** | ***Unloading from truck or trolley and stacking of grey cloth bales (including rolling)/ destacking and loading of grey cloth bales in to truck or trolley (including rolling)*** | **Per Grey Cloth bale** | |
| **(viii)** | ***Loading charges for FP Bales to Container Truck/ any other transport vehicle*** | **Per bale** | |

**3.** I/We, the Job work contractor agree to the deduction of 10% from every bill submitted by us towards security deposit which will be released at the end of the season on completion of work, satisfactorily. **Completion certificate to be obtained from concerned Godown Incharge. However, no interest will be paid on such security deposit.**

**4.** I/We, the Job work contractor also agree to abide by all terms & conditions mentioned in the **Tender Dtd.05-09-2022** by the Cotton Corporation of India Ltd,. I/We, the Job contractor also agree to abide by all Rules, Acts, Provisions including minimum Wages Act, Payment of Wages Act, Provisions relating to employing children and women, workmen compensation Act, Provident Fund Act, Bonus Act, Shops and Establishment Act, Factories Act and all other rules and acts not specified hereunto. for employing labourers to do the work of handling of bales and Misc. Items such as Tarpaulins, Lint boundaries, Grey cloth and Jute twin etc.,

**5.** I/We, the Job work contractor agree to submit the certified copy of the P.F. Challan to CCI every Month, establishing the payment of P.F. deposited with P.F Department. In case of non-payment / less payment of P.F., I / We will be wholly responsible for all liabilities due to P.F Department.

**6.** I/We, the Job work contractor also give an undertaking that the Cotton Corporation of India Ltd., will not be responsible for non-payment of any dues directly to the labourers and we shall be held responsible for making all legal and lawful payments to be made to the labourer and the rate mentioned above covers all such payments.

**7.** The rate quoted by us for kapas, bales and Misc. Items such as tarpaulins, lint boundaries, Grey cloth and jute twin etc., handling work, **loading charges** entrusted by the Corporation is valid for a period of twelve months from **01-10-2022 to 30-09-2023**. In case of necessity, The Corporation may extend the contract period by 3 months with same rate and Terms and Conditions which is agreed by job work contractor.

**8.** I/We, the Job work contractor, agree to sign all the legal documents, contracts and undertakings as prescribed by the Corporation in support of contracts to be entered into with us for the work, for which the quotations are submitted. All expenses / fees to be paid to the Labour department/labour court for registration etc.will be borne by job work contractor.

**9.** I/We, the Job work contractor, undertake to compensate the Corporation, in case of any delay in handling work on account of insufficient number of labourers supplied by me to do the Job work and quality of work. In this regard the decision of Godown-in-charge, CCI is final & binding on job work contractor.

**10.** I/We, the Job work contractor agree that the Corporation is no way concerned in case of any increase in labour wages or any such increase due to amendment of any Government acts and I/We, shall not demand any proportionate increase or revision in the agreed rates till the completion of contract period, mentioned in Clause no. 2 of this Agreement.

**11.** The Job Work Contractor will raise bill and forward it through concerned Godown Incharge to Branch Office on monthly basis latest by 5th of every month. Bill for the month of March 2023 is to be submitted by 10th April 2023. Bill of financial year 2022-23 received after 10th April 2023, may not be considered by Branch Office for payment.

**12. I/We, the job work contractor agree to make arrangement of sufficient Trolleys for stacking and de-stacking of bales at all godowns other than private godowns i.e.,CWC/SWC/APMC Godowns.**

**13.** In case of dispute, on any terms interpretation etc. the decision of the Branch head, CCI, **Warangal** shall be final and binding on both the parties.

**14.** The rates quoted by the party in Clause No.2 of this agreement are inclusive of all taxes excluding GST

**15.** All statutory deductions such as Income Tax, GST, TDS, Surcharges etc., will be deducted from the bills (IT + SC+EC as applicable) as per the prevailing rates as per Income Tax Act 1961, GST provision.

**16. I**/We, the Job work contractor will ensure proper safety of the goods/stock of Corporation. The Job work Contractor shall compensate the Corporation for any loss arising out of willful act of the Job work contractor/ labours or cause any kind of damage to the Corporation's property. Also job work contractor will be penalized for any kind of mishandling of Corporation's stock resulting in damage to quality/packing as determined by the Corporation.

**17.** I/We, the job work contractor agree to take worker's insurance policy with the Insurance Company by paying premium and we shall not claim any amount on account of this from the Corporation. Corporation is in no way responsible for any accident, during the contract period and I / We, will also not claim any compensation for the same from the Corporation.

**18.** I / We, the job work contractor undertake to indemnify the Corporation that in case of any legal suit, filed against the Corporation by any workmen, the Corporation is authorized to recover the same from job work contractor.

**19.** I / We, the job work contractor undertake to compensate Corporation any fine / penalty if any imposed by the State Government authorities for non compliance of provisions of labour Laws Act, factory, shops and establishment act, provident fund Act, Minimum wages Act, Work men Compensation Act, Payment of Bonus Act, provisions relating to employing children and women etc.,. I/We will be responsible for the same. Violation of any such rules will invoke penal action on the contractor as per laws.

**20.** In case of loss sustained by the Corporation due to the negligence/non supply of labour by the concerned job work contractor, Corporation shall be liable to carry the work through other job work contractor and loss if any suffered by the corporation shall be recovered from the bills/EMD/Security deposit of the original job work contractor.

**21.** Whenever labour department or any other Govt. Agencies demands to furnish the records or documents pertaining to labourers. I/We, undertake such responsibility to produce the same to the best satisfaction.

**22.** The job Contractor shall ensure to provide sweeper as and when required by CCI for cleanliness of godown. The job contractor shall ensure that godown is cleaned after loading/sample cutting/unloading etc. work.

**23.** ARBITRATION CLAUSE :

1. This contract is subject to the Jurisdiction of B.O: Warangal at Warangal, in case of any dispute.
2. Any dispute arises out of this contract, will be referred to an Arbitrator (not an Employee of the Corporation) whose appointment will be made by the Branch Head, Warangal and the decision of the Arbitrator will be binding on both the parties. The dispute shall be governed by Arbitration and Conciliation Act 1996.

**24.** I / We, the Job contractor undertake to submit " Clearance Certificate" of all the dues payable to P.F. Department in the year end before claiming the security deposit from the Corporation, If required.

**25.** I / We shall abide by terms and conditions mentioned above. If any Terms & Conditions violated by the job work contractor, then the Corporation will have a right to cancel the contract after giving three days notice and the Corporation will have the right to forfeit the security deposit & EMD lying with the Corporation.

**26.** The Corporation does not guarantee minimum work to the Contractor.

Place:

Date:

Signature of Job work contractor with seal

Witness:-

Name & Address

| 1. | 2. |
| --- | --- |
| | |
| | |

_____ (Signature)

_____ (Signature)