भा.क.नि.
CCI

भारतीय कपास निगम लिमिटेड,

THE COTTON CORPORATION OF INDIA LTD.
(A Govt.of India Undertaking-Ministry of Textiles)
(भारत सरकार का उपक्रम - वस्त्र मंत्रालय) रूड़ा बिल्डिंग, पाँच वी मंजिल, जामनगर रोड, राजकोट-360001
Ruda Building 5th Floor, Jamnagar Road, RAJKOT-360001
Telephone No 2441629/2477560. Fax No. 0281-2458621
E-mail: rajkot@cotcorp.com Web site: http://www.cotcorp.org.in, www.ministryoftextiles.gov.in

सूचना का अधिकार

सं:भा.क.नि./राज/विपणन/जॉब वर्क (गोदाम) /2023-2024/ **दिनांक:22/09/2023**

गोदामो पर जॉब वर्क अनुबंध हेतु अल्पकालीन निविदा सूचना फसल वर्ष - 2023-2024

भारतीय कपास निगम लिमिटेड शाखा कार्यालय राजकोट प्रतिष्ठित जॉब वर्क ठेकेदारों से पूर्ण बंधित रुई की गाँठो को गोदाम में केरींग,स्टेकिंग,वज़न करना,नमूना काटना,आदि से संबन्धित विभिन्न कार्यों को करने हेतु और मिसिलियन्स,आइटम जैसे की विभिन्न गोदामों में तिरपाल,ग्रे कपड़ा,जुट,सुतली,और लिंट बोरास के कार्य की हेंडलिंग करने हेतु सौराष्ट्र के विभिन्न जिले **भावनगर, द्वारका, गिर–सोमनाथ, जामनगर, जूनागढ़, पोरबंदर,** के विभिन्न गोदामो के लिए मुहरबन्ध अल्पकालीन निविदाएँ आमंत्रित करता है। .

निविदा फॉर्म तथा नियम एवं शर्तें किसी भी कार्य दिवस में शाखा कार्यालय राजकोट से किसी भी कार्य दिवस में 118/- रूपये (जीएसटी सहित) का डी.डी/ पी.ओके जो की **भारतीय कपास निगम लिमिटेड,अहमदाबाद** पर देय हो भुगतान कर **03/10/2023** को पूर्वान्ह प्रात: **1:00 PM** तक प्राप्त किया जा सकता है। निगम की लेबर वर्क निविदा सूचना, निविदा फॉर्म तथा नियम एवं शर्तें निगम की वेबसाइट **www.cotcorp.org.in** तथा सरकारी वेबसाइट **www.eprocure.gov.in** पर भी उपलब्ध है। वेबसाइट से डाउनलोड करने पर रुपए 118/- (जीएसटी सहित) का डी.डी/ पी.ओ जो कि **भारतीय कपास निगम लि.अहमदाबाद** के पक्ष में देय हो, निविदा की टेक्नीकल बिड के साथ लगाना आवश्यक है। निविदा शुल्क का भुगतान इलेक्ट्रोनिक फंड ट्रान्सफर/भुगतान के डिजिटल मोड जैसे **BHIM, UPI(UPI/BHIM-UPI QR** कोड) और **RTGS/NEFT** द्वारा किया जाना चाहिए। इलेक्ट्रोनिक फंड ट्रान्सफर वसूली की पुष्टि के अधीन ही मान्य होगा। खाते का विवरण निम्नानुसार है।

बेंक का नाम	: **STATE BANK OF INDIA**
शाखा का नाम	: **AHMEDABAD**
खाता क्रमांक	: **10295506967**
IFSC कोड	: **SBIN0002628**

सभी पहलुओ से विधिवत रूप से भरा हुआ टेंडर फॉर्म प्रत्येक गोदाम स्थान (जो की निविदा नियम और शर्ते के अनुलग्नक –ए की गोदाम स्थलो की सूची अनुसार) के लिए अलग-अलग रुपये 50000/- की EMD के डी डी /पे ऑर्डर / इलेक्ट्रोनिक फंड ट्रान्सफर/ डिजिटल मोड जैसे **BHIM,UPI(UPI/BHIM-UPI QR** कोड)और **RTGS/NEFT** के साथ सिलबंध लिफाफे में **"कपास फसल वर्ष 2023-2024 के लिए गोदाम में जॉब –वर्क के लिए अल्पकालीन निविदा"** अंकित करते हुये उप महाप्रबंधक को संबोधित,उपरोक्त पते पर **03/10/2023** को **2:00PM** बजे या उससे पहले पहुँचना अनिवार्य है।

निर्धारित समय के अंदर प्राप्त सिलबंध निविदाएँ उसी दिन अर्थात **03/10/2023** को **3:00PM** बजे उन निविदाकर्ताओं की उपस्थिती में खोली जाएंगी जो उपस्थित रहना चाहते है। और तकनीकी रूप से योग्य निविदाओं की सिलबंध वित्तीय बोली तकनीकी बोलियों की जांच के तुरंत बाद उसी दिन उन निविदाकारों की उपस्थिती में खोली जाएंगी जो उपस्थित रहना चाहते है। MSEs (Micro & Small Enterprises) जो MSE authorities के साथ पंजीकृत है एवं स्टार्ट -अप फर्म को तकनीकी बीड के साथ वैध पंजीकरण प्रमाण- पत्र प्रस्तुत करने पर निविदा शुल्क (tender fee) और EMD से छुट प्रदान की जाएगी। MSE प्रमाणपत्र निविदा के कार्य की प्रकृति के अनुरूप होना चाहिए। हालांकि,रुपये की सुरक्षा जमा राशि समझौते पर हस्ताक्षर करने से पहले सफल बोलीदाताओं कों प्रत्येक जिले के लिए 50000/- अलग से शाखा में जमा करवाना होगा। निगम किसी भी निविदा को स्वीकार /अस्वीकार करने का अधिकार अपने पास सुरक्षित रखता है।

उप महाप्रबंधक

भा.क.नि.
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भारतीय कपास निगम लिमिटेड,

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सूचना का अधिकार

REF:CCI/RJT/MKTG/Job work (godown)/2023-24/ **DT:22/09/2023**

SHORT TERM TENDER NOTICE FOR JOB WORK AT GODOWNS FOR COTTON SEASON 2023-24

The Cotton Corporation of India Ltd., Branch Office Rajkot invites sealed Short Term 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 at Various Districts such as **Bhavnagar,Dwarka,Gir-Somnath,Jamnagar, Junagadh and Porbandar.**

Tender form along with terms & conditions can be had 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 1:00PM on 03/10/2023 or can also be downloaded from website www.cotcorp.org.in and www.eprocure.gov.in. Those who are **downloading the tender forms from the website** shall have to pay Rs.118/-(Rupees one hundred and eighteen only, including GST) by D.D/PO. in favour of "The Cotton Corporation of India Limited, **Ahmedabad"** payable at **Ahmedabad** or electronic fund transfer/digital mode of payment should be made such as BHIM/UPI/RTGS/NEFT. Electronic fund transfer will be valid subject to confirmation of realization.

Bank Name	: State Bank of India
Branch Name	: Ashram Road, Ahmedabad
Account Number	: 10295506967
IFSC Code	: SBIN0002628

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.

The tender should be submitted in sealed cover superscribed as "**Short TermTender for job work at godowns for Cotton Season 2023-24**" addressed to the Dy. General Manager, should reach to the above address on or before **03/10/2023 upto 2:00PM**. The technical bid of the sealed tenders received within stipulated time will be opened **on the same day i.e. 03/10/2023 at 3:00PM**, in the presence of tenderers who may wish to remain present. **Financial bids of the technically qualified tenders will be opened immediately after scrutiny of the tender forms on the same day, in the presence of tenderers who may wish to remain present.** MSE firms are exempted from tender fees and EMD on production of valid MSE certificate; however, security deposit of Rs. 50,000/- has to be deposited by successful bidders before signing the agreement.

Dy. General Manager

TENDER FOR JOB WORK AT GODOWNS FOR COTTON SEASON 2023-24

TERMS & CONDITIONS

1. The last date of submission of the tender to this Office is on 03/10/2023 **at 2:00PM.**
   a) The date of opening Technical bid-I of the tender is on 03/10/2023 at 3:00PM.
   b) The Financial bid-II of the tenders who qualified for the technical bid will be opened immediately after scrutiny of the Technical bids on same day.
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 **"Short term Job work contract in godowns for cotton season 2023-24"**.
   - 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. The Job contractor may submit only one technical bid irrespective of number of Godown location for which tender is submitted. However, separate Financial bids should be submitted for each godown location(As given in Annexure-A).
4. 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.
5. The Contractor having legal dispute continuing /pending with the Cotton Corporation of India Ltd as well due payable by the Contractor is not eligible to participate.
6. **Contractor has to pay Rs.50000 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 of any nationalized/scheduled bank drawn in favour of "The Cotton Corporation of India Ltd." payable at Ahmedabad or Electronic Fund Transfer/Digital mode of payment should be made through UPI/BHIM-UPI QR Code and RTGS/NEFT. Electronic Fund transfer will be valid subject to confirmation of realization. MSE bidders are exempted from EMD on production of valid MSE certificate; **however, security deposit of Rs 50000/- for each godown locations under each districts separately has to be deposit 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.
7. For Making Online payments bidders can deposit amount in below bank account details.

Bank Name	: **STATE BANK OF INDIA**
Branch Name	: **AHMEDABAD**
Account Number	: **10295506967**
IFSC Code	: **SBIN0002628**

8. The Contractor shall abide by all terms & conditions prescribed by the Cotton Corporation of India Ltd. The Contractor also agrees 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.
9. 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.
10. 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.
11. 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.

12. 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.
13. Corporation will consider appointing such contractors those who have required infrastructure.
14. The bills accompanied with all supporting documents, P.F. Challan etc. Duly acknowledged by **Godown Incharge** should be submitted to B.O.
15. 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.
16. The rates once finalized shall be valid till **30.09.2024** and may be extended by the corporation for a further period if necessary.
17. The payment will be made through e-payment (RTGS/NEFT etc.)
18. 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.
19. In case of any dispute on any terms interpretation etc. the decision of the Asst. General Manager **Rajkot** shall be final and binding on both the parties.
20. The rates quoted by the party should inclusive of all but excluding GST.
21. 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.
22. The contractor will ensure proper safety of the goods/stock of Corporation. The contractor shall undertake to compensate the corporation for any loss arising out of willful 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.
23. 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.
24. 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.
25. Whenever the labour department demands to furnish the records or documents pertaining to labourers, the contractor shall produce the same to their best satisfaction.
26. The bills accompanied with all supporting documents, P.F. Challan etc., Dult acknowledged by Center Incharge/Godown Incharge. The Job Work Contractor will raise bill and forward it through concerned Godown Incharge to Branch Office Rajkot on monthly basis latest by 5th of every month. Bill for the month of March 2024 is to be submitted by 10th April 2024. Bill of financial year 2023-24 received after 10th April 2024, may not be considered by Branch Office for payment.
27. The Loss sustained by the Corporation due to the negligence / non supply of labour by the concerned contractor, Corporation shall carry out 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. Such contractor shall be debarred for doing business with Corporation for the next two cotton seasons.
28. 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.

29. Eligibility criteria for qualify :-

    i) a) The tenderer should make payment of requisite amount of EMD tender 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.

30. The List of the godowns engaged and propose to engage godowns, are as per Annexure-A.
31. Corporation reserves its right to engage any number of contractors in one / all the Godowns depending upon the volume of work.
32. The successful contractor will have to enter into a contract before start of the work.
33. If any dispute arises this contract will have jurisdiction of **Rajkot** only.
34. In case of any dispute arises out of this contract, will be referred to an Arbitrator (not an Employee of the Corporation) whose appointment **shall be** made by the Branch Head, **Rajkot.** The dispute shall be governed by Arbitration and Conciliation Act 1996. The decision is binding on both the parities.
35. 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.
36. 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 **Rajkot.** Further, in case tender/bid is rejected tenderer may seek the reasons for rejection from Branch Office **Rajkot**.
37. Job contractor should ensure the availability of adequate labourers as per requirement and the work should be completed on time.
38. The job work contractor shall ensure to provide sufficient Trolleys for stacking and destacking of bales at all godowns other than private godowns i.e., CWC/SWC/APMC/Co-operative Godowns.
39. In case the L1 tenderer refuse to work at the rates quoted by him, such Job work tenderer shall be debarred for the next 2 cotton seasons.
40. If any tenderer quotes Zero/Nil or left the column with blank, then the tender bid will be treated as unresponsive & the bid will not be considered.
41. The quoted rates will be accepted up to two decimals and the rest will be ignored.
42. Stacking of bales has to be done properly as per the stacking guidelines of CCI. In case any fault in stacking is observed by the visiting officials of the Corporation, the labour contractor has to restack properly without any charges paid by the Corporation.

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:

(1)_ Name & Address: _____	**(2)** Name & Address: _____
_____	_____
_____	_____
(Signature)	**(Signature)**

ANNEXURE-A

GODOWN LIST

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

Sr No	CWC/GSWC Location	Name of District
1	**CWC/SWC IN & AROUND BHAVNAGAR**	**BHAVNAGAR**
2	**CWC/SWC IN & AROUND DARIKA**	**DWARIKA**
3	**CWC/SWC IN & AROUND GIR-SOMNATH**	**GIR-SOMNATH**
4	**CWC/SWC IN & AROUND JAMNAGAR**	**JAMNAGAR**
5	**CWC/SWC IN & AROUND JUNAGADH**	**JUNAGADH**
6	**CWC/SWC IN & AROUND PORBANDAR**	**PORBANDAR**

b) APMC/Private Godowns/Any other Godowns (Existing & other Private Godowns) Engaged and proposed to be engaged in and around following Godowns Locations.

Sr No	CWC/GSWC Location	Name of District
1	**ALL APMC/INSTITUTIONAL/PRIVATE/ANY OTHER GODOWNS HIRED BY CWC/CCI/GSWC IN & AROUND BHAVNAGAR**	**BHAVNAGAR**
2	**ALL APMC/INSTITUTIONAL/PRIVATE/ANY OTHER GODOWNS HIRED BY CWC/CCI/GSWC IN & AROUND DARIKA**	**DWARIKA**
3	**ALL APMC/INSTITUTIONAL/PRIVATE/ANY OTHER GODOWNS HIRED BY CWC/CCI/GSWC IN & AROUND GIR-SOMNATH**	**GIR-SOMNATH**
4	**ALL APMC/INSTITUTIONAL/PRIVATE/ANY OTHER GODOWNS HIRED BY CWC/CCI/GSWC IN & AROUND JAMNAGAR**	**JAMNAGAR**
5	**ALL APMC/INSTITUTIONAL/PRIVATE/ANY OTHER GODOWNS HIRED BY CWC/CCI/GSWC IN & AROUND JUNAGADH**	**JUNAGADH**
6	**ALL APMC/INSTITUTIONAL/PRIVATE/ANY OTHER GODOWNS HIRED BY CWC/CCI/GSWC IN & AROUND PORBANDAR**	**PORBANDAR**

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.118/- 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)

5) Valid MSE Certificate, if registered.

THE COTTON CORPORATION OF INDIA LTD., BRANCH OFFICE : RAJKOT
SHORT TERM TENDER FORM FOR JOB WORK AT GODOWN FOR COTTON SEASON 2023-24

Tender Form No. : _____ **Tender form fees**: Rs.118/- Including GST
Tender form Date: _____ (Rupees One Hundred and Eighteen only)
Last date for issue of Tender : 03/10/2023 upto 1:00 P.M
Last date for submission of Tender : 03/10/2023 upto 2:00 P.M

Technical bid for Job work at Godown for Cotton Season 2023-24

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 : **Instrument No.(DD/P.O) /UTR No. /Unique No**
(Rs.118/-) **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 ----------

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

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

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

10. Permanent Address with tel. no. :_____

_____

11. Whether the contractor is registered as MSME : Yes/ No
(if Yes, Pls. attach concerned valid certificate)

12. If MSME under SC/ ST category : Yes/ No
(if Yes, Pls. attach concerned valid certificate)

13. If MSME is under women entrepreneur category : Yes/ No
(if Yes, Pls. attach concerned valid certificate)

14. Whether the contractor is under
Startup category. : Yes/ No
(if Yes, Pls. attach concerned valid certificate)

15. Details of Bank Account :

Name of the account holder _____

Bank Name _____

Branch Name _____

IFSE Code_____

Account No._____

Seal & Signature of the Job Contractor.

Place:

Date:

Note: The Job work Contractor may submit only one Technical bid irrespective of number of Godown location for which tender is submitted. However, separate Financial bids should be submitted for each godown location as per godown list mentioned in Annexure-A.

THE COTTON CORPORATION OF INDIA LTD. BO. RAJKOT

SHORT TERM TENDER FORM FOR JOB WORK AT GODOWN FROM FOR COTTON SEASON 2023-24

Name of the Contractor:_____.

Name of the Godown Location: i. All APMC/institutional/private/any other godowns hired by CWC/CCI/GSWC in & around _____

(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 per bale 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 bale		1
(viii)	Loading charges for FP Bales to Container Truck (For Exports)	Per bale		5
(ix)	Loading charges for FP Bales to CCI/CCI Buyer	Per bale		5

N.B.:- For Each Godown location applied, separate Bid-II (Financial) is to be enclosed. For example, if 4 godowns are applied as per Annexure-A, then 1 technical bid and 4 Separate Financial Bids should be submitted

Note: L-1 will be decided on the basis of weighted average of all the above rates.

1. In case of point No. IV, if the bales are weighed in weighbridge then the bale weighment charges will not be given.
2. Rate should be mentioned for all the above items i.e. (i) to (ix), if rates are not quoted for one or more items or if any tenderer quotes Zero/Nil, then the tender bid will be treated as unresponsive & the bid will not be considered.
3. The quoted rates will be accepted up to two decimals and the rest will be ignored.

(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 GODOWNSFOR COTTON SEASON 2023-24

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 2023 -24 (I.E. 01-10-2023 TO 30-09-2024) 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, …… AT _____ OUR PROVIDENT FUND CODE NO._____ AND INCOME TAX PAN NO._____

TERMS & CONDITIONS:

1. The terms and conditions of Job work tender dated 11/08/2023 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 per Annexure-A enclosed.

1.	Description of work	Unit	Quoted Rate per bale 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 bale		1
(viii)	Loading charges for FP Bales to Container Truck (For Exports)	Per bale		5
(ix)	Loading charges for FP Bales to CCI/CCI Buyer	Per bale		5

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/Centre incharge. However, no interest will be paid on such security deposit.

4. I/We, also agree to abide by all terms & conditions mentioned in the tender notice dtd 11/08/2023 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 laborers 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, 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, also give an undertaking that the Cotton Corporation of India Ltd., will not be responsible for non-payment of any dues directly to the laborers and we shall be held responsible for making all legal and lawful payments to be made to the laborer and the rate mentioned above covers all such payments.

7. The rate as per Annexure-A enclosed 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 **01-10-2023 to 30-09-2024** 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 us.

8. Job contractor should ensure the availability of adequate labourers as per requirement and the work should be completed on time.

9. **I/We, the job work contractor agrees 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 /Co-operative Godowns.**

10. I / We, 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.

11. I / We, job work contractor undertake to compensate the Corporation, in case of any delay in handling work on account of insufficient number of laborers 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.

12. I / We, 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**.

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

14. The rates quoted by the party should be 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. **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 2024 is to be submitted by 10th April 2024. Bill of financial year 2023-24 received after 10th April 2024, may not be considered by Branch Office for payment.**

17. I/We, the Job work contractor will ensure proper safety of the goods/stock of Corporation. The Job work contractor shall compensate the Corporation of 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.

18. I/We 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.

19. I / We, 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 me / us.

20. I / We, 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.

21. In case of the loss sustained by the Corporation due to the negligence/non supply of labour by the concerned job work contractor, Corporation shall carry out 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. Such contractor shall be debarred for doing business with Corporation for the next two cotton seasons.

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

23. Stacking of bales has to be done properly as per the stacking guidelines of CCI. In case any fault in stacking is observed by the visiting officials of the Corporation, the labour contractor has to restack properly without any charges paid by the Corporation.

24. ARBITRATION CLAUSE :

    1. This contract is subject to the Jurisdiction of B.O: Rajkot at Rajkot, 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, **Rajkot** and the decision of the Arbitrator will be binding on both the parties he dispute shall be governed by Arbitration and Conciliation Act 1996. The decision is binding on both the parities"

25. 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.

26. I / We Job work contractor shall abide by terms and conditions mentioned above. If any Terms & Conditions violated by 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.

27. 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)
