भारतीय कपास निगम लिमिटेड, THE COTTON CORPORATION OF INDIA LTD.

(भारत सरकार का उपक्रम, वस्त्र मंत्रालय के अंतर्गत)

साकार-I , 10 वी मंजील, गांधीग्राम रेल्वे स्टेशन के पास,

नेहरू ब्रिज के सामने, आश्रम रोड, अहमदाबाद- 380009

दूरभाष नंबर : 079-26588822, 079-25678128, फैक्स नंबर: 079-26589717

ई-मेल: ahmedabad@cotcorp.com, वेबसाईट: www.cotcorp.org.in

CIN: U51490MH1970GOI014733, GST NO: 24AAACT4053B1ZY

REF: CCI/AHD/MKTG(PUR)/LABOUR/2018-19/ **DATE: 21.08.2018**

RE-TENDER SHORT NOTICE FOR JOB WORK AT GODOWNS

The Cotton Corporation of India Ltd., Branch Office Ahmedaad 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 at Centres: SAMLAYA, DABHOI, KALEDIA, HANDOD, PAVIJETPUR, BAHADARPUR, NASWADI, SATHAMBA, JADAR, KAPADWANJ, DHANDHUKA, SINOR, GOLAGAMDI, NIZAR, DEHEGAM, KOSINDRA, MANSA, PLAEJ, SAMNI, at Godowns: KARWAN, UMRETH, ISANPUR, WADHWAN, RAJPIPLA, KHAMBHAT, VADOD, ANAND, NADIAD

Tender form can be downloaded from the website and the tenderers shall have to pay Rs.112/- including GST by DD drawn in favour of The Cotton Corporation of India Ltd., Ahmedabad, payable at Ahmedabad Tender form duly completed in all aspects along with EMD of Rs 20000 (Twenty thousand only) for each godown should be submitted only in sealed cover super scribed as "Tender for Job Work Contract in Godowns for cotton season 2018-19." addressed to the Branch Manager, should reach to the above address on or before **2.00 P.M on 28.08.2018.** The sealed tenders received within the stipulated time shall be opened on the same day i.**e 28.08.2018 at 2.30 P.M.** in presence of the tenderers who may wish to remain present. The Tender notice is also available on websites www.cotcorp.org.in and www.eprocure.gov.in . MSME and startup firms are exempted from tender fees and EMD on production of valid MSME /startup certificate.

General Manager

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सूचना का अधिकार

TENDER FOR JOB WORK AT GODOWNS for Cotton Season 2018-19

Terms & Conditions:

1. The last date of submission of the tender to this Office is 2.00 P.M on 28.08.2018
   (A) The date of opening Technical bid-I of the tender is on 28.08.2018 at 2.30 PM
   (B) The Financial bid-II of the tenders who qualified for the technical bid will be opened on 28.08.2018.

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 2018-19.

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. Contractor has to pay Rs.20000 towards E.M.D. for each godown /centers 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 MSME firms are exempted from EMD on production of valid MSME certificate No interest will be paid on EMD and EMD will be refunded after satisfactory completion of work.

5. 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.

6. 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.

7. 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 nonpayment / less payment of P.F, the contractor will be wholly responsible for all liabilities due to P.F Dept.

8. 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.

9. 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 past performance etc., shall also be considered.

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

11. 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.

12. The rates once finalized shall be valid till 30.09.2019 and may be extended by the corporation for a further period if necessary.

13. 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.

14. In case of any dispute on any terms interpretation etc. the decision of the General Manager, Ahmedabad shall be final and binding on both the parties.

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

16. All statutory deductions such as Income Tax, Surcharges etc., will be deducted from the bills at the prevailing rates as per Income Tax Act 1961 under Section 194(C).

17. 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.

18. 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.

19. 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.

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

21. The Job Work Contractor will raise bill and forward it through concerned Godown Incharge to Branch Office on fortnightly basis.

22. 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.

23. 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 .

24. Eligibility criteria for qualify :-
    i) The tenderer must enclose demand draft of requisite amount of EMD and tender fees.
    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 No.

25. The name of the proposed godowns are as under:

    AT Centres: SAMLAYA, DABHOI, KALEDIA, HANDOD, PAVIJETPUR, BAHADARPUR, NASWADI, SATHAMBA, JADAR, KAPADWANJ, DHANDHUKA, SINOR, GOLAGAMDI, NIZAR, DEHEGAM, KOSINDRA, MANSA, PLAEJ, SAMNI, at **Godowns:** KARWAN, UMRETH, ISANPUR, WADHWAN, RAJPIPLA, KHAMBHAT, VADOD, ANAND, NADIAD

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

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

28. If any dispute arises this contract will have jurisdiction of Ahmedabad only.

29. 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, Ahmedabad and the decision of the arbitrator will be binding on both the parties. The dispute shall be governed by Arbitration and conciliation Act 1996.

30. 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.

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

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)

Checklist for Tenderers:

1).The tenderer must enclose demand draft of requisite amount of Rs…….
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)

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सूचना का अधिकार

BID-I (Technical)

TENDER FORM FOR JOB WORK AT GODOWN FOR COTTON SEASON 2018-19

Tender Form No. : _____
Tender form Date: _____

Tender form fees: Rs.112/- Including GST
(Rupees One Hundred and twelve only)

Last date for issue of Tender : **27.08.2018 up to 5.30 P.M**
Last date for submission of Tender : **28.08.2018 up to 2.00 P.M.**

Technical bid for Job work at Godown for Cotton Season 2018-19

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 for which tender is submitted** : _____
   _____
5. **Details of EMD (EMD of Rs……. for each Godown premises)** : **DD No.**_____**date**_____
   : **Amount** **Bank**_____
6. **Details of tender form fee (if downloaded)** : **DD No.**_____**date**_____
   : **Amount** **Bank**_____
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. Whether the contractor is under Startup category. : Yes/ No
(if Yes, Pls. attach concerned valid certificate)

Place:
Date:

Signature:_____

Name & Seal of the contractor:_____
Address Stamp

Note: For each Godown premises separate tender has to be submitted.

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BID-II (Financial)

TENDER FORM FOR JOB WORK AT GODOWN FOR COTTON SEASON 2018-19

Name of the Contractor:_____Name of the Godown: _____

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		20
(ii)	Bales stacking charges	Per bale		20
(iii)	Bales de-stacking charges	Per bale		20
(iv)	Bales weighment charges	Per bale		1
(v)	Sample cutting charges	Per bale		20
(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		3
(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		5
(viii)	Loading charges for FP Bales to Container Truck	Per bale		10
(iX)	Loading and Unloading of Grey Cloth Bales	Per bale		1

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.

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 2018-19

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 2018-19 (I.E. 01-10-2018 TO 30-09-2019) 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, Ahmedabad AT _____ OUR PROVIDENT FUND CODE NO._____ AND INCOME TAX PAN NO._____

Cotinued on page 2/-

TERMS & CONDITIONS:

1. The rates for Job work are as per Annexure enclosed.

2. 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.

3. I/We, also agree to abide by all terms & conditions mentioned in the tender dtd. _____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.,

4. 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.

5. 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 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.

6. The rate quoted by us for bales handling work entrusted by the Corporation is valid for a period of twelve months from **01.10.2018 to 30.09.2019** 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.

7. I / We, 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 me / us.

8. I / We, 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 me/ us.

9. I / We, 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 Annexure – I.

Signature

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

11. The rates quoted by the party should be inclusive of all taxes excluding GST

12. All statutory deductions such as Income Tax etc. will be deducted from the bills (IT + SC+EC as applicable) as per Income Tax Act 1961.

13. I/We, undertake to compensate the Corporation for any loss arising out of willful act of labourers to cause any kind of damage to the Corporation's property.

14. I/We 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.

15. I / We, 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.

16. I / We, 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.

17. 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.

18. ARBITRATION CLAUSE :

1. This contract is subject to the Jurisdiction of B.O: Ahmedabad at ……., 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,Ahmedabad. The dispute shall be governed by Arbitration and Conciliation Act 1996. The decision is binding on both the parities.

19. 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.

Signature

20. I / We shall abide by terms and conditions mentioned above. If any Terms & Conditions violated by me / us, 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.

21. The Corporation does not guarantee minimum work to the Contractor.

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

Shri _____Signature_____
Duly authorized in that behalf in the presence of :

_____(**THE JOB WORK CONTRACTOR)**

by Shri **_____(Owner)**

_____(Signature)
Signature of Job work contractor with seal

Witness:-

Name & Address

1.

_____
(Signature)

2.

_____
(Signature)