भारतीय कपास निगम लिमिटेड / THE COTTON CORPORATION OF INDIA LTD.
भारत सरकार का उपक्रम, वस्त्र मंत्रालय /A Govt. of India Undertaking, Ministry of Textiles
प्लॉट नंबर 27,चन्द्रमौलि बिल्डिंग ,वीर सावरकर चौक, सम्राट नगर, शाहनुरवाड़ी रोड, औरंगाबाद ,महाराष्ट्र-431005
Plot No. 27, Chandramauli Building, Veer SawarkarChowk,Samrat Nagar, Shahnoorwadi Road, Aurangabad, Maharashtra-431005
(CIN-U51490MH1970GOI014733)
Phone No. (0240) 2361451 **Fax No.** (0240) 2361834
Website:www.cotcorp.org.in Email- aurangabad@cotcorp.com Ministry web: www.texmin.nic.in

संख्या:भाकनि/औ.बाद/विप/जॉब वर्क (गोदाम)/2023-24/ दिनांक:- 11/08/2023

गोदामों में जॉब / लेबर कार्य के लिए निविदा सूचना 2023-24

भारतीय कपास निगम लिमिटेड, शाखा कार्यालय औरंगाबाद प्रतिष्ठित जॉब वर्क ठेकेदारों से पूर्ण बंधित रूई की गांठों को गोदाम में कैरिंग, स्टैकिंग, डी-स्टेकिंग, वजन करना, नमूने काटने आदि से संबंधित विभिन्न कार्यों को करने हेतु और मिसेलिनियस आईटम जैसेकि विभिन्न् जिलों के गोदामों में त्रिपाल, ग्रे-कपडा, जूट, सुतली और लिंट बेारा के कार्यों की हैंडलिंग करने हेतु निविदाएं आमंत्रित करता है -

मराठवाडा एवं खांदेश के परिक्षेत्र अंतर्गत औरंगाबाद, बीड, जालना, ओसमानाबाद, नांदेड, लातूर, परभणी, हिंगोली, धुले, जलगांव, नंदुरबार, नासिक एवं अहमदनगर (गोदाम का प्रकार - एमएसडब्ल्यूसी, सीडब्लयूसी, को'ओपरेटिव, एपीएमसी, अन्य)

निविदा फार्म वेबसाईट से डाउनलोड की जा सकती है तथा निविदा शुल्क का भुगतान रू.118/- जीएसटी सहित का भुगतान दि कॉटन कार्पोरेशन ऑफ इंडिया लिमिटेड, औरंगाबाद के नाम पर डीडी/पे आर्डर के माध्यम से या इलेक्ट्रिक फंड ट्रांसफर/भुगतान के डिजीटल मोड जैसे BHIM, UPI (UPI/BHIM-UPI QR Code) एवं RTGS/NEFT द्वारा किया जाना चाहिए। इलेक्ट्रिक फंड ट्रांसफर केवल वसूली/जमा होने की पुष्टि के अधीन ही मान्य होगा। खाते का विवरण निम्नप्रकार है:-

Account Name:-	The Cotton Corporation of India Limited
Bank Name:-	BANK OF BARODA
Account No:-	37770500000053
IFSC Code:-	BARB0SAHAUR (FIFTH DIGIT IS ZERO)

निविदा फार्म जिसमें ईएमडी रू.50000/- प्रति जिला, सभी प्रकार से उचित रूप से पूर्ण कर बंद लिफाफे ''फसल वर्ष 2023-24 के लिए गोदामों में जॉब / लेबर कार्य के लिए निविदा'' में महा प्रबंधक को संबोधित करते हुए दिनांक 08/09/2023 को दोपहर 2.00 बजे या उससे पहले पहुँचना चाहिए। प्राप्त निविदाओं को उसी दिन दोपहर 2.30 बजे जो निविदाकर्ता उपस्थित होंगे, के समक्ष खोला जाएगा। निविदा सूचना निगम की वेबसाईट www.cotcorp.org.in एवं www.eprocure.gov.in पर उपलब्ध है। एमएसई एवं स्टार्टअप को वैध एमएसई/स्टार्टअप प्रमाणपत्र प्रस्तुत करने पर निविदा शुल्क एवं ईएमडी में छूट प्रदान की जायेगी। मीडियम इंटरप्राइजेज को टेंडर फ़ीस एवं धरोहर राशि में छूट नहीं है। (नियम एवं शर्तें लागू)

महा प्रबंधक

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REF: CCI/AUG/MKTG/JOB WORKS(Godown)/2023-24/ **DATE:- 11/08/2023**

TENDER NOTICE FOR JOB/LABOUR WORK AT GODOWNS 2023-24

The Cotton Corporation of India Ltd., Branch Office AURANGABAD invites sealed Tenders from reputed Job/Labour 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:-

Aurangabad, Beed, Jalna, Osmanabad, Nanded, Latur, Parbhani, Hingoli, Dhule, Jalgaon, Nandurbar, Nashik, & Ahmednagar across Marathwada and Khandesh (Type of godowns : MSWC / CWC / Co-operative /APMC / Others)

Tender form can be downloaded from the website and the tenderers shall have to pay **Rs.118/-** including GST by DD / Pay Order drawn in favour of **The Cotton Corporation of India Ltd., AURANGABAD**, payable at AURANGABAD or tender fee should be paid by Electronic Fund Transfer/Digital mode of payment such as BHIM, UPI (UPI/BHIM-UPI QR Code) and RTGS/NEFT. Electronic Fund transfer will be valid subject to confirmation of realization. Account Details are as under:-

Account Name:-	The Cotton Corporation of India Limited
Bank Name:-	BANK OF BARODA
Account No:-	37770500000053
IFSC Code:-	BARB0SAHAUR (FIFTH DIGIT IS ZERO)

Tender form duly completed in all aspects along with **EMD** of **Rs.50000/-** for each district, should be submitted only in sealed cover superscribed as **"Tender for Job/ Labour Work Contract in Godowns for cotton season 2023-24."** addressed to the General Manager, should reach to the above address on or before **2:00 P.M** on 08/09/2023. The sealed tenders received within the stipulated time shall be opened on the same day i.e 08/09/2023 at **2:30** P.M. in presence of the tenderers who may wish to remain present. The Tender notice is also available on website **www.cotcorp.org.in** and **www.eprocure.gov.in**. MSE and startup firms are exempted from tender fees and EMD on production of valid MSE /startup certificate Medium Enterperises are not exempted from Tender fee & EMD. (Terms & conditions applied)

General Manager

भारतीय कपास निगम लिमिटेड / The Cotton Corporation of India Limited
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औरंगाबाद / AURANGABAD - 431005 (महाराष्ट्र / Maharashtra)
दूरभाष क्रं. (0240) 2361451 **CIN: U51490MH1970GOI014733** फैक्स क्रं.(0240) 2361834

BID-I (Technical)

TENDER FORM FOR JOB/LABOUR 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 twelve only)

Last date for issue of Tender : 07/09/2023 up to 5:00 P.M
Last date for submission of Tender : 08/09/2023 up to 2:00 P.M.
Date of opening of Tender : 08/09/2023 up to 2:30 P.M.

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

1. Name of Job/Labour contractor : _____
2. Father's Name (if individual) : _____
3. Full postal address for communication with email id and tel. no. : _____
   _____
4. Name of District for which tender is submitted : _____
5. Details of EMD : DD No._____date_____
   (EMD of Rs 50000/- for each District) : Amount Bank_____
6. Details of tender form fee : DD No._____date_____
   (if downloaded)
   : Amount Bank_____
7. Details of Provident Fund code No. : _____
   (Copy of certificate from Competent Authority to be submitted) *Self Certified*
8. Registration No. Issued by the Jila Mathadi Hamal & Asanrakshit Kamgar Mandal and list of the employees: : _____
   (Copy of certificate to be submitted) *Self Certified*
9. Income Tax PAN No. :_____
   (Xerox copy to be submitted) *Self Certified*
10. GST Registration No.
    (Xerox copy to be submitted) *Self Certified* :_____
11. Permanent Address with tel. no. :_____
    _____
12. Whether the contractor is registered as MSE : Yes/ No
    (if Yes, Pls. attach concerned valid certificate)
13. If MSE under SC/ ST category : Yes/ No
    (if Yes, Pls. attach concerned valid certificate)
14. If MSE is under women entrepreneur category : Yes/ No
    (if Yes, Pls. attach concerned valid certificate)
15. Whether the contractor is under Startup category. : Yes/ No
    (if Yes, Pls. attach concerned valid certificate)
16. Details of Bank Account
    Name of the account holder _____
    Bank Name _____ Branch Name _____
    IFSE Code_____ Account No._____

Place:
Date:

Seal & Signature of the Job Contractor

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TENDER FOR JOB/LABOUR WORK AT GODOWNS for Cotton Season 2023-24

Terms & Conditions:

1. The last date of submission of the tender to this Office is 2:00 P.M on **08/09/2023**
   (A) The date of opening Technical bid-I of the tender is on **08/09/2023** at 2:30 PM
   (B) The Financial bid-II of the tenders who qualified for the technical bid will be opened on **08/09/2023** at 3:30 PM
2. Tenders should be submitted in the prescribed format in form of "Bid-I and Bid-II". The Job/Labour 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/Labour work contract in godowns for cotton season 2023-24.
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 due payable by the Contractor is not eligible to participate.
5. Contractor has to pay **Rs.50000 towards E.M.D.** for each District 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 AURANGABAD. 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 firms are exempted from EMD on production of valid MSE certificate; however security deposit of Rs 50000/- for each District separately, when hired as per requirement 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. Medium Enterperises are not exempted from Tender fee & EMD.
6. For Making Online payments bidders can deposit amount in below bank account details.

Account Name:	The Cotton Corporation of India Limited
Bank Name:- :	BANK OF BARODA
Branch Name :	Sahakar Nagar, Aurangabad
Account Number:	37770500000053
IFSC Code:	BARB0SAHAUR (FIFTH DIGIT IS ZERO)

Seal & Signature of the Job Contractor

7. 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.

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

9. 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.

10. 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.

11. Other things being equal and meeting the requirements of the Corporation, preference will be given to tenderer who has quoted the lowest Job/Labour 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.

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

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

14. 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/Labour work contractor. However no interest will be paid on such security deposit. Satisfactory completion certificate to be obtained from concerned Centre/Godown incharge.

15. The rates once finalized shall be valid till 30.09.2024 and may be extended by the corporation for a further period if necessary.

16. The Job/Labour 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.

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

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

19. 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 under Section 194(C), GST Provision.

20. 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

Seal & Signature of the Job Contractor

21. 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.

22. 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.

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

24. The Job/Labour Work Contractor will raise bill and forward it through concerned Godown Incharge/Center Incharge to Branch Office on monthly basis latest by 5th of every month.

25. The Loss sustained by the Corporation due to the negligence / non supply of labour by the concerned contractor, Corporation 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.

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. 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.

28. The name of the proposed godowns are as under:
    MSWC, CWC, APMC, Co-operative Society and other godown engaged by the Corporation.

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

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

31. If any dispute arises this contract will have jurisdiction of AURANGABAD Courts only.

32. In case of any dispute 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, AURANGABAD and the decision of the arbitrator will be binding on both the parties. The dispute shall be governed by Arbitration and conciliation Act 1996. The decision is binding on both the parities.

33. 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.

34. 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 AURANGABAD. Further, in case tender/bid is rejected tenderer may seek the reasons for rejection from Branch Office AURANGABAD.

Seal & Signature of the Job Contractor

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

36. The Job work Contractor shall ensure to provide adequate trollies for stacking & destacking of bales at CWC/SWC/RMC/Co-operative Godown.

37. 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.

38. If any tenderer quotes Zero/NIL, then the tender bid will be treated as unresponsive & the bid will not be considered.

39. The quoted rates will be accepted up to two decimals and the rest will be ignored.

40. Priority will be given to work contractor who are registered under District Mathadi Board & Asanrakshit Kamgar Board. Work Contractor should attach their registration certificate copy. All the rates in form should be filled inclusive accordingly, the rates applied by the Mathadi Hamal & Asanrakshit Kamgar board. Payment of bill of works contractor and payment of alleged levy will be done directly 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:

Name & Address
(1)_____
_____
_____
_____ (Signature)

(2)_____
_____
_____
_____ (Signature)

Checklist for Tenderers:

1) The tenderer must enclose DD / Pay Order of requisite amount of Rs. 118/- and Rs. 50000/-
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) All pages of tender document should be signed by authorized signatory of the firm.
6) All pages should be serially numbered and page no. should be mentioned on each page of the tender.

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BID-II (Financial)

TENDER FORM FOR JOB/LABOUR WORK AT GODOWN FROM FOR COTTON SEASON 2023-24

Name of the Contractor:_____

Name of the District: _____
(All godown in the District)

1.	Description of work	Unit	Quoted Rate per bale In Rs.	Weightage for each work
(i)	Bales de-stacking charges	Per bale		42
(ii)	Rolling of bales at the time of delivery	Per bale		42
(iii)	Bales weighment charges	Per bale		1
(iv)	Sample cutting charges	Per bale		3
(v)	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
(vi)	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
(vii)	Loading charges for FP Bales to Container Truck	Per bale		5
(viii)	Loading charges for FP Bales to CCI/CCI Buyer	Per bale		5

Note: L1 will be decided on the basis of weighted average of all the above rates.

1. In case of point No. III, if the bales are weighed in weighbridge then the bale weighment charges will not be given.
2. Rates should be mentioned for all the above items i-e (i) to (viii), if the 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.
4. In case of point No. (viii) at the time of delivery to CCI's buyer, labour contractor will collect the loading charges of FP bales directly from buyer.

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.

AGREEMENT FOR JOB WORK CONTRACTORS AT GODOWNS FOR COTTON SEASON 2023-24

AN AGREEMENT MADE AT AURANGABAD ON THIS _____ DAY OF _____ 20_____BETWEEN THE COTTON CORPORATION OF INDIA LIMITED, A COMPANY REGISTERED UNDER THE COMPANIES ACT, 2013 HAVING 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, AURANGABAD AT _____ OUR PROVIDENT FUND CODE NO._____ AND INCOME TAX PAN NO._____

TERMS & CONDITIONS:

1. The terms and conditions of Job work tender dated _____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.

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 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 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.,

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 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 as per Annexure-A enclosed for kapas, bales and Misc. items such as tarpaulins, lint boundaries, Grey cloth and jute twin etc., handling work 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. The Job work Contractor shall ensure to provide adequate trollies for stacking & destacking of bales at CWC/SWC/RMC/Co-operative Godown.

10. 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.

11. 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.

12. 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.

13. In case of dispute, on any terms interpretation etc. the decision of the Branch head, CCI, Aurangabad 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 etc. will be deducted from the bills (IT + SC+EC+GST TDS as applicable) as per Income Tax Act 1961.

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 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.

17. 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.

18. 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.

19. 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. Violation of any such rules will invoke penal action on the contractor as per laws.

20. 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.

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. <u>ARBITRATION CLAUSE</u> :

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

23. 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.

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

25. 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.

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

Place:
Date:

Signature of Job work contractor with seal

Witness:-
Name & Address

1.

_____

(Signature)

2.

_____

(Signature)