भारतीय कपास निगम लिमिटेड

(भारत सरकार का उपक्रम)

"कपास भवन", 158-185, डिस्ट्रीक सैंटर, ज्वाहर नगर

श्रीगंगानगर (राजस्थान) : 335001, Tel No: 0154 - 2462843

CCI WEBSITE :www.cotcorp.org.in, E-mail: sriganganagar@cotcorp.com

CIN: U51490MH1970GOI014733

संख्या:भकनि/श्रीगंगानगर/विप.क्रय./परिवहन/2024-25/ दिंनाक – 02.09.2024

गांठो के परिवहन कार्य हेतू निविदा सूचना

भारतीय कपास निगम लिमिटेड,श्रीगंगानगर फसल वर्ष 2024-25 के लिए निम्नलिखित प्रस्तावित केन्द्रो पर किसी भी फैक्ट्री से किसी अन्य केन्द्र/गोदाम पर गांठो के परिवहन कार्य हेतू परिवहनकर्ताओ से सीलबंद निविदाए आमंत्रित करता है:-

श्रीगंगानगर/ श्रीकरणपुर/ पदमपुर/ रायसिंहनगर / गजसिंहपुर/ जैतसर/ श्रीविजयनगर/ अनुपगढ धडसाना/ भगवानगढ/ सुरतगढ/ सादुलशहर / खाजूवाला/ बीकानेर/ हनुमानगढ जक्शन/ हनुमानगढ टाउन/ गोलूवाला/ पीलीबंगा/ रावतसर/ नोहर/ भादरा /संगरिया तथा सरदारशहर।

निविदा फार्म तथा नियम व शर्ते किसी भी कार्य दिवस को शाखा कार्यालय से दिंनाक 20.09.2024 सांय 05:30 बजे तक रू 118/- (जीएसटी सहित) का डीडी जो कि "भारतीय कपास निगम लिमिटेड, श्रीगंगानगर" को देय हो देकर प्राप्त किये जा सकते है।

गांठो के परिवहन कार्य हेतू निविदा फार्म तथा नियम व शर्ते निगम की वेबसाईट www.cotcorp.org.in तथा सरकारी वेबसाईट www.eprocure.gov.in से भी डाउनलोड की जा सकती हैा बेबसाईट से डाउनलोड करने पर रू 118/- (जीएसटी सहित) का तथा ईएमडी रू 50000/- प्रति केन्द्र का डीडी संलग्न करना अनिवार्य है।

पूर्ण रूप से भरी हुई निविदा फार्म उक्त डीडी के साथ सीलबंद लिफाफे में जिस पर परिवहन कार्य हेतू निविदा फसल वर्ष 2024-25 लिखा हो, दिंनाक 23.09.2024 तक प्रात: 11:00 बजे तक शाखा कार्यालय श्रीगंगानगर में रखे हुऐ निविदा बॉक्स में डालना अनिवार्य हैा प्राप्त निविदाए उसी दिन अर्थात दिंनाक 23.09.2024 को प्रात: 11:30 बजे उपस्थित निविदाकार्ता व गठित समिति के समक्ष खोला जाऐगा। MSE द्वारा संबधित प्रमाण-पत्र प्रस्तुत करने पर निविदाकर्ता निविदा प्रस्तुत करते समय धरोहर राशि व निविदा फार्म शुल्क से मुक्त होगे।

निगम किसी भी निविदा को स्वीकार/अस्वीकार करने का अधीकार अपने पास सुरक्षित रखता है।

महाप्रबंधक

भा.क.नि.
CCI

THE COTTON CORPORATION OF INDIA LTD

(A Government of India Undertaking)
"Kapas Bhawan", 158-185, District Centre, Jawahar Nagar
Sriganganagar: 335001, Tel No: 0154 - 2462843
CCI WEBSITE :www.cotcorp.org.in, E-mail: sriganganagar@cotcorp.com
CIN: U51490MH1970GOI014733

REF:CCI/MKTG(TRANSP.)/2024-25/ **Date:-02.09.2024**

TENDER NOTICE TRANSPORTATION OF F.P. BALES

Sealed Tenders are invited from reputed transporters for Transportation of F.P. Cotton Bales from Pressing Factories located at following centres :-

Sriganganagar/ Srikarnpur/ Padampur/ Raisinghnagar/ Gajsinghpur/ Srivijaynagar/ Jaitsar Anupgarh/ Gharsana/ Suratgarh/ Bhagwangarh/ Sadulshahar/ Bikaner/ Khajuwala Hanumangarh Junction/ Hanumangarh Town/ Pilibanga/ Goluwala/ Sangria/ Nohar/ Bhadra/ Sardarshahar & Rawatsar.

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 till **05:30 pm on 20.09.2024** or can also be downloaded from website www.cotcorp.org.in and www.eprocure.gov.in those who are **downloading the tender form from the website** shall have to pay Rs.118/-(Rupees Hundred and Eighteen only , including GST) by D.D/PO. in favour of " The Cotton Corporation of India Limited" payable at Sriganganagar The tender form duly completed in all respects alongwith EMD of Rs. 50000 for each centre separately for Transportation of Bales in sealed cover superscribed as "**Tender for Transportation of Bales for 2024-25**" addressed to the Branch Manager, should reach to the above address on or before **11:00 am on 23.09.2024**. Tenders received within stipulated time will be opened **at 11:30 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.

The Corporation reserves the right to accept/reject any tender.

General Manager

Name & Signature of Tenderer with seal

THE COTTON CORPORATION OF INDIA LTD.

BRANCH OFFICE: SRIGANGANAGAR

(TECHNICAL BID-I)

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

Tender No._____
Last date of submission : 23-09-2024 upto 11:00 am
Date of opening of Tender : 23-09-2024 upto 11:30 am

Tender form for Transportation of FP bales for the cotton season 2024-25.

1. Name and full postal address of the Transporter with Telephone Number/ & Email Address :

2. PAN No. (copy should be enclosed) :
(Name mentioned in the PAN No. should Co-relate with either Transport Co /proprietor / partner of firm)

3. GST No. (copy should enclosed) :

4. a) Name of the proprietor :
b) In case of firm,
1) Name of Partnership firm
2) No. of Partners along with name of Partner(s) :
3) Registration No. & Date
C) In case of Company :
1) Name of Company :
2) Name of Directors of Company :
3) Registration No. & Date :
(Copy of registration certificate issued by correlated Authority/ Registrar of companies)

5. Office Address :

6. Name and address of the local person responsible to contact with telephone no. :

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

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

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

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

Name & Signature of Tenderer with seal

11. Details of EMD:

EMD of Rs……..for each centre: DD/PO. No_____ Date_____
(Cheques not accepted) Amount_____ Bank_____
(DD/PO of Nationalized Bank/ Scheduled Bank)

12. Cost of Tender :-

DD/Po. No_____ Date_____ Amount _____ Bank__

13. Whether Transportation work of the Corporation :
was done last three years

If yes, furnish details : 2021-22 2022-23 2023-24

_____ _____ _____

14. Details of Bank Account :

Name of account holder : _____ Account No. _____
Name of the Bank _____. Branch Name _____ IFSC Code_____

Note: In case any particulars are not furnished in the form the application is liable to be rejected. Further the corporation will be at liberty to cancel the tenders submitted at its discretion for any reason and call fresh Tenders. And the party will have no right of any nature to dispute or raise any objection to the said acts.

Name & Signature of Tenderer with seal

Place:
Date:

भा.क.नि.
CCI

THE COTTON CORPORATION OF INDIA LTD

(A Government of India Undertaking)
"Kapas Bhawan", 158-185, District Centre, Jawahar Nagar
Sriganganagar: 335001, Tel No: 0154 - 2462843
CCI WEBSITE :www.cotcorp.org.in, E-mail: sriganganagar@cotcorp.com
CIN: U51490MH1970GOI014733

TERMS AND CONDITIONS

1. Tenders should be submitted in the prescribed format in form of "Bid-I and Bid-II". The Transporters should submit these two bids in separate sealed envelope duly marked as "Bid-I (Technical) and Bid-II (Financial)" and then place the two sealed envelopes into one envelope duly sealed and superscribed as "Tender for transportation of F.P.Bales for the cotton season 2024-25". Bid–I should be submitted along with EMD, cost of tender & all other documents desired as per tender. Bid –II shall contain only financial bid .

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

3. The contract will be effective till 30-09-2025 from the date of issue of the confirmation letter.

4. The party has to enclose **EMD** of **Rs.50,000/-for each** centre separately by way of D.D/P.O drawn(any nationalized bank/Scheduled bank) in favour of "**THE COTTON CORPORATION OF INDIA LIMITED" payable at "Sriganganagar"** or Electronic Fund Transfer/Digital mode of payment should be made such as BHIM, UPI, (UPI/BHIM-UPI QR Code) and RTGS/NEFT. Electronic Fund transfer will be considered as valid on submission of proof of payment with tender and subject to confirmation of its' realization in bank. MSE bidders are exempted from EMD on production of valid MSE certificate. However, security deposit of Rs 50,000/- for each center separately will have to be deposited in branch office by successful MSE bidders within 10 days of issuing the work order by way of demand draft/ Online payment. No interest will be paid on EMD & Security Deposit. The security deposit may be released after satisfactory completion of work by Transporter or on expiry of contract and satisfactory completion of work whichever is earlier.

5. **Eligibility criteria for qualify :-**
   I. The tenderer must pay the EMD amount as per tender terms by way of of DD/pay order of any nationalized/scheduled bank drawn in favour of The Cotton Corporation of India Ltd, Payable at Sriganganagar or by way of Electronic Fund Transfer /Digital mode of payment through UPI/BHIM-UPI QR Code / RTGS / NEFT. The Electronic Fund transfer will be considered as valid on submission of proof of payment with tender and subject to confirmation of its' realization in bank. MSE bidders are exempted from EMD on production of valid MSE certificate. However, security deposit of Rs 50,000/- for each godown/center separately will have to be deposited in branch office by successful MSE bidders within 10 days of issuing the work order by way of demand draft/ Online payment.

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

6. Tenders should be submitted strictly in the prescribed tender form which can be had from Branch Office during working hours on any working day by payment of Rs.118/-(Rupees one hundred and eighteen only inclusive of GST) each set upto 05:30 pm on 20.09.2024. Those who are downloading the tender forms from the website shall have to pay Rs.118/-(Rupees one hundred and eighteen only inclusive of GST) by D.D/PO. infavour of " The Cotton Corporation of India Limited, Sriganganagar" or Electronic Fund Transfer/Digital mode of payment should be made such as BHIM, UPI, (UPI/BHIM-UPI QR Code) and RTGS/NEFT. Electronic Fund transfer will be valid subject to confirmation of realization and submit the same to branch office along with tender form. MSE firms are exempted from tender fees on production of valid MSE certificate.

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

Bank Name	:	Punjab National Bank
Branch Name	:	Meera Chowk,Sriganganagar
Account Number	:	3959002100001491
IFSC Code	:	PUNB0395900

8. Tenders should be submitted in sealed covers duly superscribing "Tender for Transportation of FP Bales for 2024-25" addressed to Branch Manager, CCI, SRIGANGANAGAR on or before 11:00 am on 23-09-2024 and the Tenders shall be opened on same day at 11:30 am before the tenderers who wish to remain present.

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

10. Once rates are finalized no escalation in the rates will be accepted during the contracted period for any reason and no extra charges will be paid by the Corporation on account of detention of the trucks.

11. Transporters having legal dispute continuing /pending with the Cotton Corporation of India Ltd as well as any due payable by the Contractor to the corporation is not eligible to participate

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

13. The transporter will have to transport the bales within 24 hours from the intimation and in case of failure the corporation will arrange the work through other transporters at its discretion and the difference of rate/ loss/damage/over heads if any sustained will be recovered from the **transporter and EMD/Security Deposit may also be forfeited.**

14. The transporter will ensure proper safety of the goods being transported. In case of any incidents to or tendering to lead to any loss or damage transporter will make it good to the corporation.

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

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

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

18. The applicable statutory deductions, such as Income Tax, GST TDS, and TDS surcharges, will be deducted from the bills at the prevailing rates as prescribed by the Income Tax Act 1961 and the GST Act 2017.

19. In transit the bales will have to be covered with tarpaulins and proper protection of stock should be taken by the Transporter.
20. The vehicle should be clean and the vehicles carrying coal, cement, chemicals etc., which cause damage to Cotton should not be used.
21. If any damage caused due to transportation of bales, then the recovery will be made from concerned transporter as determined by the Corporation.
22. In case of any accident or eventuality during the transit the same should be informed to BRANCH OFFICE, SRIGANGANAGAR/concerned Centre In-Charge immediately, besides completing the formalities of lodging F.I.R. with police, investigation report, arrangement of Fire Brigade report and photographs etc., The transporter will be responsible for submitting copies of F.I.R., fire brigade report etc., wherever necessary. Without preliminary survey truck/ salvage should not be removed.
23. The bills accompanied with gate pass, L.R.& E-way bill copy along with acknowledgment of goods received in good condition from concerned Godown In-Charge and CWC representative & other supporting documents duly acknowledged by Center In-Charge / Godown incharge should be submitted to Branch Office for settlement of bills. 10% amount of the bill will be deducted towards security deposit along with Income Tax and other taxes if any applicable from time to time. The bills submitted by the party shall be processed by the Corporation at the earliest and the payment against the same shall be released within maximum period of 45 days from the date of receipt of bill after making deductions towards TDS, TDS on GST, 10% security deposit etc. The security deposit may be released after satisfactory completion of work by Transporter or on expiry of contract and satisfactory completion of service whichever is earlier. However no interest will be paid on such security deposit. Satisfactory completion certificate to be obtained from concerned Center In-Charge/ Godown Incharge.
24. The payment will be made through e-payment (RTGS/ NEFT etc.).
25. The transporter should contact Centre Incharge, Godown Incharge and Branch Office on daily basis for ascertaining the requirement of vehicles.
26. During the season transporter should transport any bursted/damaged bales from godowns to factory and after repressing the repressed bales should transported to godowns as per finalized, per bale basis rate, by the same transporter.
27. In case if the damage is caused during transportation, the same shall be re-pressed and transported on account of transporter. The Transporter shall ensure that only fully pressed, covered, neat and clean bales are loaded into the truck.
28. GST E-Way Bill, for movement of Corporation's stock, will be generated by the transporters as per GST act & provisions. If any liability arises to the corporation due to non-generated / wrong generation of e-way bill, it will be recovered from the transporter.
29. Godown locations may be included depending on availability and actual engagement of godowns.
30. The corporation reserves the right to accept/reject any tender. In case of non acceptance of tender, the tenderer can seek information for the reason of non acceptance from the branch office of the corporation.

31. Mere submission of the tender form does not entitle any contractor to be engaged by the Corporation. The Corporation is not bound to allocate minimum work to the tenderer.

32. Transporter must give undertaking that if TDS is not applicable, he is having **less than 10 vehicles** (as per the prevelant rules) along with copy of PAN card.

33. The transporter must attach copy of PAN and GST No. (if applicable). The certified copies of all the certificates must be attached with technical Bid.

34. If a tenderer quotes nil/Zero charges consideration in any item, the tender bid shall be treated as irresponsive and will not be considered.

35. The successful Transporter will have to enter into a contract before commencement of work.

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

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

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

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

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

41. If any dispute arises this contract will have jurisdiction of Sriganganagar only.

42. The L-1 will be decided on the basis of sum total of overall rates quoted for each centre in the table of financial bid, However lowest rate for a particular kilometer range will be applicable rate for L-1 bidder.

43. Dispute, if any arises out of the contract will be referred to an Arbitrator (not an employee of the corporation) whose appointment shall be made by the Branch Manager, Sriganganagar and

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

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

Name & Signature of the Tenderer With Seal

DECLARATION

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

I/We agree with the above Terms and Conditions.

Name & Signature of the Tenderer With Seal

DATE:
PLACE**:**

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

2. Name of the Witness:
& full address

ON PARTY LETTER HEAD

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

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

Declaration

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

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

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

3. That the contractor does not own more than ____ goods carriage as on date.

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

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

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

Place :
Dated : Declarant

VERIFICATION

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

Place :
Dated : Name of the Declarant and Signature

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

Date:

To,

_____

_____

_____

Sub: Declaration for Non-Blacklisting

Tender Reference No: _____

Dear Sir,

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

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

Yours Faithfully,

(Signature of the Bidder, with Official Seal)

CHECK LIST FOR TENDERERS

1	**Whether Tenders are submitted in the prescribed format in form of "Bid-I and Bid-II". Whether submitted these two bids in separate sealed envelops duly marked as "Bid-I (Technical) or Bid-II (Financial)" and then place the two sealed envelops into one envelop duly sealed and superscribed as "Tender for transportation of F.P.Bales for the crop year 2024-25"**	**: YES/NO**
2	**Whether copy of PAN card Photo copy is enclosed (Name mentioned in PAN No. should correlate with Transport Co/Proprietor/partner of firm .)**	**: YES /NO**
3	**Whether copy of GST registration Certificate is enclosed**	**: YES /NO**
4	**In case of partnership / Firm then firm registration with registrar of Firms is enclosed and in case of Company the certificate of incorporation should be enclosed.**	**: YES /NO**
5	**DD of Rs.50,000/- for each center /location (Copy of proof for online Payment)**	**: YES /NO**
6	**Whether tender form cost (Rs.118/-) DD is enclosed (Copy of proof for online Payment)**	**: YES /NO**
7	**Photo Copy of MSE Certificate, if applicable**	**: YES /NO**

Name & Signature of Tenderer with seal

(FINANCIAL BID-II)

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

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

To
The General Manager,
The Cotton Corporation of India Ltd.,
Sriganganagar

Dear Sir,

Sub: Tender for transportation of F.P.CottonBales for the season 2024-25-reg.

With reference to your tender notice dated ---------- we hereby submit our rates for transportation of F.P. Cotton Bales from various Pressing factories at centers to different godowns as per the details shown below: All Rates Including **Unloading & upto stacking of Bales in Godown.**

No. of Pressing Locations apllied : _____ (EMD amount should be separate for each centre)

Centre	above 10-20 Kms	above 20-30 Kms	above 30-40 Kms	above 40-50 Kms	above 50-60 Kms	above 60-70 Kms	above 70-80 Kms	above 80-90 Kms	above 90-100 Kms	above 100-110 Kms	above 110-120 Kms	above 120 - 250 kms
Sriganganagar												
Srikarnpur												
Padampur												
Gajsinghpur												
Raisinghnagar												
Srivijaynagar												
Anupgarh												
Gharsana												
Jaitsar												
Suratgarh												
Sadulshshar												
Bhagwangarh												
Bikaner												
Khajuwala												
Hanumangarh Junction												
Hanumangarh Town												
Pilibanga												
Goluwala												
Rawatsar												
Nohar												
Bhadra												
Sangria												
Sardarshahar												

Note:-RATE PER BALE (INDLUDING UNLOADING AND UP TO STACKING IN GODOWN AND ALL OTHER EXPENSES INCLUSIVE OF ALL TAXES EXCLUDING LOADING AT FACTORY AND GST)

Place:
Date:

Name & Signature of Tenderer with seal

AGREEMENT FOR ENGAGING TRANSPORTATION WORK OF F.P. BALES

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

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

AND WHEREAS the transporter has offered to do the work of Bales transportation for the Corporation during the cotton season 2024-25 on contract.

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

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

Centre	above 10-20 Kms	above 20-30 Kms	above 30-40 Kms	above 40-50 Kms	above 50-60 Kms	above 60-70 Kms	above 70-80 Kms	above 80-90 Kms	above 90-100 Kms	above 100-110 Kms	above 110-120 Kms	above 120 - 250 kms

1. The above rates are per bale basis including unloading charges and charges up to stacking in godown and all other expenses, inclusive of all taxes excluding loading at factory and GST.
2. No escalation in rates during the contracted period on any ground.
3. The transporter will have to place adequate vehicles on day –to- day basis according to Corporation's requirement. Transporter should be able to place extra vehicles also, instantly in case of demand. The transporter shall compensate the Corporation in the event of any delay in work due to transporter on account of supply of insufficient vehicles/or any other reason/s.
4. Transporter will have to transport Bales immediately on Centre Incharge Communication/ Pressing Factory. In case of failure the corporation will arrange the work through other transporters at its discretion and the difference of rate/ loss/damage/over heads if any sustained will be recovered from the transporter and EMD / Security Deposit may also be forfeited.
5. While transporting the F.P. bales proper care should be taken for safety and no damage should occur during transit. In case of any incidents to or tendering to lead to any loss or damage (including damage to quality/packing of goods), transporter will make it good to the Corporation as decided by the corporation
6. The transporter is responsible for any complication because of excess/ short loading.
7. The transit loss if any observed shall be recovered from the transporter.
8. In Case if the damage is caused during transportation, the same shall be re-pressed and transported on account of transporter. The transporter shall ensure that only fully pressed, covered, neat and clean bales are loaded into the truck.
9. In transit the proper protection of stock including full coverage by tarpaulins should be taken by transporter.

10. The vehicle should be fully insured clean and the vehicles carrying coal, cement, chemicals etc. which cause damage to bales should not be used.
11. In case of any accident or eventuality during the transit the same should be informed to BRANCH OFFICE, Sriganganagar/concerned center in charge immediately, besides completing the formalities of lodging F.I.R. with police, investigation report, arrangement of Fire Brigade report and photographs etc., The transporter will be responsible for submitting copies of F.I.R. fire brigade report etc., wherever necessary. Without preliminary survey truck/ salvage should not be removed.
12. The transporter will have to contact Centre In charges on day to day basis for requirement of vehicles.
13. The bills accompanied with gate pass, L.R.& E-way bill copy along with acknowledgment of goods received in good condition from concerned Godown In-Charge and CWC representative & other supporting documents duly acknowledged by Center In-Charge / Godown incharge should be submitted to Branch Office for settlement of bills. 10% amount of the bill will be deducted towards security deposit along with Income Tax and other taxes if any applicable from time to time. The bills submitted by the party shall be processed by the Corporation at the earliest and the payment against the same shall be released within maximum period of 45 days from the date of receipt of bill after making deductions towards TDS, TDS on GST, 10% security deposit etc. The security deposit may be released after satisfactory completion of work by Transporter or on expiry of contract and satisfactory completion of service whichever is earlier. However no interest will be paid on such security deposit. Satisfactory completion certificate to be obtained from concerned Center In-Charge/ Godown Incharge.
14. The payment will be made through e payment (RTGS/NEFT etc.).
15. This agreement does not bind the Corporation to offer the whole or any part of its transportation work to the transporter. The Corporation May offer the work of transportation to the transporter at its own convenience on the basis of circumstances prevailing and the transporter shall have no right to claim work from the corporation.
16. During the season transporter should transport any brusted/damaged bales from godowns to factory and after repressing the repressed bales should transported to godowns as per finalized, per bale basis rate, by the same transporter.
17. The Corporation reserves the right to withdraw its transportation work or terminate this agreement without assigning any reason.

18. GST E-way bill, for movement of Corporation stock, will be generated by the transporter as per GST act & provisions. If any liability arises to the Corporation due to non-generation/wrong generation of e-way bill, it will be recovered from the transporter.
19. 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).
20. Penalty clause: If contractor fail to perform contract partially or fully, then CCI shall have right to penalize the Transporter/contractor including blacklisting for up to next two cotton seasons.
21. All the terms of tender document well formed part of agreement. Bales should be loaded lot-wise and no intermixing of lots will be allowed.
22. The Transporter shall obtain worker's Insurance policy with the Insurance Company and pay the premium and shall not claim any amount from the Corporation. The Transporter/contractor shall pay compensation if any in case of accidents and Corporation will not be responsible.
23. In case of any legal suit filed against the Corporation by any workmen, the Corporation is authorized to recover the loss/expenses if any from the Transporter/contractor.
24. The Transporter is a company/ partnership/ Proprietary/ Joint Family concern copies of documents evidencing this are annexed hereto.

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

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

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

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

SIGNED SEALED AND DELIVERED FOR and on behalf of the within named: -

THE COTTON CORPORATION OF INDIA LIMITED.,

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

Duly authorized in that behalf in the presence of :

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

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

Signature ----------

Duly authorized in that behalf in the presence of:

WITNESSES:

(1) Name : _____

Address : _____

_____

_____

(2) Name : _____

Address : _____

D E C L A R A T I O N

I hereby request to The Cotton Corporation of India Limited, …….on behalf of M/s---------- Transporter - ---------- in the capacity of authorized representative that I give my consent to issue one T.D.S. Certificate for each completed financial year i.e.2024-25 & 2024-25 for the amount of Income Tax deducted at source (T.D.S).

Place : For_____

Date : _____

_____