THE COTTON CORPORATION OF INDIA LTD.
(A GOVERNMENT OF INDIA UNDERTAKING)
Kapas Bhawan : S.C.O. 7 to 11, New Housing Board, Barnala Road, Sirsa(Hry.) 125055
दूरभाष : 01666-248601, 248602, 248605 फैक्स : (01666) 248604
Website:www.cotcorp.org.in Email:sirsa@cotcorp.com Ministry Website: www.texmin.gov.in
Head Office: Kapas Bhavan,Plot No.3/A,Sector-10,CBD Belapur, Navi Mumbai-400614
Corporate Identity Number. CIN : U51490MH1971GO1014733

संख्या:भाकनि/हरियाणा/विप(क्रय)/2020-21/ **दिनांक: 14.12.2020**

जॉब वर्क एवं स्थानीय परिवहन हेतु निविदा सूचना

भारतीय कपास निगम लिमिटेड, सिरसा द्वारा **फसल वर्ष 2020-21** के लिए निम्नलिखित खरीद केन्द्रों के लिए जॉब वर्क एवं स्थानीय परिवहन कार्य हेतु निविदा आमंत्रित करता है :-

जुई,तोशाम,बहल

निविदा फॉर्म तथा नियम एवं शर्तें किसी भी कार्य दिवस को संबंधित केंद्र अथवा शाखा कार्यालय सिरसा से दिनांक 18.12.2020 को साँय 5:00 बजे तक रु.112/- रूपये का डिमांड ड्राफ्ट "जो कि भारतीय कपास निगम लि. सिरसा के पक्ष में देय हो" देकर प्राप्त किया जा सकता है | जॉब वर्क एवं स्थानीय परिवहन कार्य हेतु निविदा सुचना, निविदा फॉर्म तथा नियम एवं शर्तें निगम की वेबसाइट www.cotcorp.org.in तथा सरकारी वेबसाइट www.eprocure.gov.in से भी डाउनलोड की जा सकती है| वेबसाइट से डाउनलोड करने पर 112/- रूपये का डिमांड ड्राफ्ट जो कि भारतीय कपास निगम लि. सिरसा के पक्ष में देय हो, निविदा की टेक्नीकल बिड के साथ लगाना आवश्यक है| पूर्ण रूप से भरा हुआ निविदा फॉर्म सीलबंद लिफाफे में, अर्नेस्ट मनी के साथ दिनांक 19.12.2020 को दोपहर 01:00 बजे तक शाखा कार्यालय में पहुँचना अनिवार्य है| निविदा फार्म की टेक्निकल बिड के साथ EMD के लिए रु॰20000/- मात्र का बैंक ड्राफ्ट या पे-ऑर्डर जोकि "भारतीय कपास निगम लिमिटेड", सिरसा के नाम पर देय हो, साथ में संलग्न करना अनिवार्य होगा (अर्नेस्ट मनी का विवरण नियम व शर्तों में अंकित है) निविदा की टेक्निकल बीड दिनांक 19.12.2020 को दोपहर 02:30 बजे उपस्थित निविदाकर्ताओं के समक्ष खोली जायेगी| टेक्निकल बीड में योग्य पाये गए निविदाकर्ता की फाइनेंसियल बिड दिनांक 19.12.2020 को दोपहर 03.00 बजे उपस्थित निविदाकर्ताओं के समक्ष खोली जाएगी। निविदाकर्ता के पास पैन नंबर तथा पी. एफ कोड होना अनिवार्य है |

जो जॉब वर्क एवं स्थानीय परिवहन कार्य के ठेकेदार MSE के अंतर्गत आते हैं, वह वैध MSE पंजीकरण प्रमाण पत्र प्रस्तुत करने पर EMD राशि से मुक्त होंगे। निगम किसी भी निविदा को स्वीकार /अस्वीकार करने का अधिकार अपने पास सुरक्षित रखता है |

शाखा प्रबंधक

Tender form fees: Rs. 112/- (including GST)

Last date for issue of tender : 18.12.2020 upto 5.00 pm

Last date of Submission of tender : 19.12.2020 upto 1.00 pm

केन्द्र/स्थान:.....

TECHNICAL BID – I

फसल वर्ष 2020-21 के लिए जॉब वर्क एवं स्थानीय परिवहन निविदा हेतु टैक्निकल बिड

1.	जॉब वर्क एवं स्थानीय परिवहन कार्य हेतु ठेकेदार एवं पार्टी का नाम	....
2.	पिता का नाम	.....
3.	पत्राचार / सुचना के लिए पूरा पता दूरभाष व मोबाईल नंबर सहित	....
4.	केंद्र/स्थान का नाम जिसके लिए निविदा प्रस्तुत की गई है	.....
5.	निविदा फीस राशि का विवरण **(रुपए112/- केवल का ड्राफ्ट साथ संलगन करे)**	ड्राफ्ट नंबर :.....दिनाक :..... बैंक का नाम :.....राशि.....
6.	धरोहर राशि का विवरण **(प्रति केंद्र/स्थान रुपए.20,000/- केवल का ड्राफ्ट साथ संलगन करे)**	ड्राफ्ट नंबर :.....दिनाक :..... बैंक का नाम :.....राशि.....
7.	भविष्य निधि (PF No) कोड (प्रमाण पत्र की फोटो प्रति संलगन करे)	.....
8.	पैन नंबर (PAN No) (प्रमाण पत्र की फोटो प्रति संलगन करे)	.....
9.	जी एस टी (GST No) (यदि लागू हो तो, फोटो प्रति संलगन करें)	.....
10.	स्थाई पता (आधर कार्ड की फोटो प्रति संलगन करें)	....
11.	क्या ठेकेदार/फ़र्म MSME मे रैजिस्टर्ड है?	**हाँ / नहीं**

		यदि हाँ, तो प्रमाण पत्र की फोटो प्रति संलगन करे।
12.	यदि ठेकेदार/फ़र्म MSME है तो क्या SC/ST है?	**हाँ / नहीं** यदि हाँ, तो प्रमाण पत्र की फोटो प्रति संलगन करे।
13.	यदि ठेकेदार/फ़र्म MSME है तो क्या महिला है?	**हाँ / नहीं** यदि हाँ, तो प्रमाण पत्र की फोटो प्रति संलगन करे।
14.	क्या ठेकेदार/फ़र्म startup श्रेणी के अंतर्गत है ?	**हाँ / नहीं** यदि हाँ, तो प्रमाण पत्र की फोटो प्रति संलगन करे।

नोट :- टेंडर फॉर्म के साथ **निविदा शुल्क का ड्राफ्ट, धरोहर राशि का ड्राफ्ट, पी. एफ कोड नंबर, जीएसटी नंबर (यदि लागू हो तो) एवं पैन नंबर** की फोटो कॉपी संलग्न करना अनिवार्य है |

मोहर एवं हस्ताक्षर .....

ठेकेदार का नाम .....

दिनांक.....

मोबाइल नंबर .....

Note:

1. **For each Centre/place separate tender has to be submitted.**
2. **The tenderer must enclose demand draft of requisite amount of Rs.20, 000/- of EMD and tender fees of Rs.112/- (if tender form downloaded).**
3. **The tenderer must have Provident fund Number allotted by P.F. department. (Xerox copy to be attached)**
4. **Xerox copy of PAN No (Name of contractor/firm and name on PAN should match)**
5. **Xerox copy of GST No, if applicable (Name of contractor/firm and name on GST should match)**

Terms and Conditions:

1 The last date of submission of the tender to this Office is on 19.12.2020

(A) The date of opening of Technical bid-I of the tender is on 19.12.2020.

(B) The Financial bid-II of only those tenders who qualified for the technical bid will be opened thereafter on 19.12.2020.

2 Tenders should be submitted in the prescribed format in form of "Bid-I and Bid-II". The contractors should submit these two bids in separate sealed envelopes duly marked as "Bid-I (Technical) & Bid-II (Financial)" and then place the two sealed envelopes into one envelop duly sealed and super scribed as "Job work and local transportation tender for cotton season 2020-21". Bid–I should be submitted along with EMD, tender fee & all other documents desired as per tender.

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.20,000/- towards E.M.D. for each center/place along with the tender by way of DD/pay order of any nationalized/scheduled bank drawn in favor of "**The Cotton Corporation of India Ltd,**" payable at **Sirsa** . MSE firms are exempted from EMD on production of valid MSE 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 kapas (seed cotton), FP bales & other stock of the corporation 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 attach copy of P.F Code No, PAN No** and **GST No (**if applicable**).** The certified copies of all the Certificates must be attached with Technical Bid.

7. The Contractor has to submit the certified copy of the PF 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. In case of non-compliance of above formalities deductions of PF will be made from the bills and security deposit as per prevalent rules of PF Dept.

8. The rates once finalized will be inclusive of any probable increase that may be made by the Government in Minimum wages Act or any other reason and contractor shall not demand any proportionate increase or revision in the finalized rates till the period under the agreement is completed. No extra charges will be paid by the Corporation on account of detention of the trucks/vehicles.

9. Other things being equal and meeting the requirements of the Corporation, preference will be given to tenderer who has quoted the lowest rates as per the financial bid.

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

11. 10 % deduction will be made from bills submitted by the contractor as security deposit along with Income Tax and other taxes, if applicable. Such security deposit shall be released at the end of the season/contracted period on satisfactory completion of work by contractor. However no interest will be paid on such security deposit. Satisfactory completion certificate to be obtained from concerned Centre incharge.

12. The weighment of kapas purchased by Corporation at the centre is expected to be completed on the same day by the contractor or maximum upto the start of Auction of next day in mandi. In case weighment is delayed by more than 2 days, the loss to corporation due to such delay in weighment will be recovered from the contractor.

13. In case of direct purchase by Corporation, Palli weighing and filling shall be done by the contractor at the rates fixed by Haryana Mandi Board. For this work contractor shall ensure that weighment of kapas is done by only licensed weighman/ Taula of Mandi. In such case, arrangement of equipments (like weighing scales/palli kanta, weights, etc.) for weighment of kapas is to be arranged by the contractor. Weighing scales/palli kanta, weights, etc. should be duly certified by the Weights & Measures Department of Government.

14. The contractor shall compensate the corporation in the event of any delay in work on account of insufficient number of labourers/ vehicles supplied by the contractor. In this regard, the decision of the centre incharge shall be final & binding on the contractor.

15. Adequate vehicles should be placed on the day to day basis according to corporation's requirement. Contractor should be able to place extra vehicles also, instantly in case of demand. He will have to transport the bales within 24 hours from the intimation. In case of failure, the corporation will arrange the work through other transporter at its discretion and the difference of rate/loss/damage/overheads in any sustained will be recovered from the transporter in addition to the forfeiting the EMD.

16. In case of any dispute on any terms interpretation etc. the decision of the Branch Manager Sirsa shall be final and binding on both the parties.

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

18. 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).

19. 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 (kapas, FP bales etc.) resulting in damage to quality/packing.

20. The contractor is responsible for any complication because of excess/short loading.

21. Transit loss if any observed shall be deducted proportionately from the contractor.

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

23. In transit the bales will have to be covered with tarpaulins and proper protection of stock should be taken by the contractor.

24. The vehicle should be clean and the vehicles carrying coal, cement, chemicals etc., which cause damage to Cotton/stock should not be used. If any damage caused due to transportation of bales, then the recovery will be made from concerned contractor as determined by the Corporation.

25. In case of any accident or eventuality during the transit the same should be informed to Branch Office Sirsa/concerned center incharge immediately, besides completing the formalities of lodging F.I.R. with police, investigation report, arrangement of Fire Brigade report and photographs etc., The contractor 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.

26. The bills accompanied with gate pass, L.R. copy along with acknowledgement of goods received in good condition from concern godown incharges, duly acknowledged by Centre Incharge should be submitted to Branch Office for settlement of bills.

27. The payment will be made through e-payment (RTGS/ NEFT etc.).

28. The contractor should contact Centre Incharge / Godown Incharge and Branch Office on daily basis for ascertaining the requirement of vehicles/job work.

29. During the season contractor should transport any bursted/damaged bales from godowns to factory and after repressing the repressed bales should be transported to godowns as per finalized, per bale basis rate.

30. Contractor must give undertaking that if TDS is not applicable, he is having less than _____ vehicles (as per the prevalent rules) along with copy of PAN card. Format of declaration is enclosed.

31. Contractor will have to submit the Corporation's stock (palli, tarpaulin etc.) provided to him for corporation's work after completion of work. In case of non- submission or any damage to the stock, the loss will be recovered from the contractor.

32. 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.

33. 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.

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

35. The Contractor will raise bills separately for job work and transportation of kapas/FP bales and forward it through concerned centre incharge to Branch Office on fortnightly basis.

36. 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.

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

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

39. The 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 Contractor has no right to enhance the said rates under any circumstances.

40. The rates once finalized shall be valid till 30.09.2021 from the date of issue of the confirmation letter/work order and may be extended by the corporation for a further period if necessary.

41. GST E-Way Bill, for movement of corporation's 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.

42. If any dispute arises this contract will have jurisdiction of Sirsa only.

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, Sirsa 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. Mere submission of the tender form does not entitle any contractor to be engaged by the Corporation. The corporation reserves the rights to accept/ partly accept/ reject/ any/ all tenders or negotiate in full or in part without assigning any reason whatsoever. The corporation is not bound to allocate minimum work to the tenderer.

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

Seal & Signature of the Contractor.

DECLARATION

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

Place: Signature:_____

Date: Name & Seal of the contractor: _____

Address Stamp

Witness:

Name & Address

(1)_____ (2)_____

_____ _____

_____ _____

_____ _____

(Signature) (Signature)

ON PARTY LETTER HEAD

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

To,
The Cotton Corporation of India Ltd.
B.O. Sirsa.

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 2020-21 (01.10.20 to 30.09.2021), 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

भारतीय कपास निगम लिमिटेड

शाखा कार्यालय : सिरसा

"फाइनेंशियल बिड-II" (Financial Bid-II)

फसल वर्ष 2020-21 के लिये केन्द्रों पर जॉब वर्क तथा स्थानीय परिवहन निविदा ।

ठेकेदार का नाम :- ..... **केन्द्र/स्थान का नाम :- .....**

I) <u>कपास/नरमा से संबंधित कार्य</u>			
क्रम	**कार्य का व्योरा**	**प्रति इकाई**	**दरें सभी करों सहित (रुपए में) (Excluding GST)**
1	निगम दुवारा सीधी खरीद (direct purchase) के समय मंडी / नोटिफ़ाइड मंडी / फैक्ट्री प्रांगण में कपास की पल्ली तुलाई तथा भराई (Palli Weighing & Filling) **नोट:** **(क) ठेकेदार दुवारा जो तोला कपास की तुलाई हेतु लगाया जायेगा वह मार्किट कमेटी का लाईसेंस धारक होना चाहिए।** **(ख) तोल हेतु तोल कांटा, वज़न/ बाट आदि उपकरण ठेकेदार को स्वयं उपलब्ध करवाने होंगे।)**	प्रति क्वि॰	Fixed Rate (हरियाणा राज्य मंडी बोर्ड द्वारा तय रेट के अनुसार)
2	मण्डी/नोटिफाईड मण्डी में कपास की पल्ली कांटे से उतराई, पल्ली बधाई एवं पल्ली की ट्रक/ट्रोली/गड्डा में लदाई ।	प्रति क्वि॰	
3	कपास का मंडी से फैक्ट्री तक का ट्रक/ट्रोली/गड्डा में परिवहन/ढुलाई (कपास की उतराई के बिना) । **(दरें सभी स्थानीय फैक्ट्रीयों हेतु)**	प्रति क्वि॰	
	कुल A (2+3)	प्रति क्वि॰	
II) <u>गोदाम/अन्य स्थानो से संबंधित कार्य</u>			
4	किसी भी फैक्ट्री से किसी भी गोदाम (हरियाणा राज्य गोदाम, केंद्रीय भंडार गृह एवं प्राइवेट गोदाम) के लिए गाठें हेतु परिवाहन/ढुलाई ट्रक/ट्रोली/गड्डा (**लदाई तथा उतराई के बिना**) । **(गोदाम 10 कि.मी.तक)**	प्रति गांठ	
5	गांठो की उतराई	प्रति गांठ	
6	गांठों की ढाग/चट्टा लगाई (खिचाई सहित)	प्रति गांठ	
7	गांठों की ढाग तुड़ाई (खिचाई सहित)	प्रति गांठ	
	कुल B (4+5+6+7)	प्रति गांठ	
8	गांठों की ट्रक/ट्राली/कंटेनर आदि में लदाई **C**	प्रति गांठ	
9	गांठों की तुलाई	प्रति गांठ	

10	त्रिपालों की ट्रक या ट्राली से उतराई एवं चट्ठा लगाई (खिंचाई सहित) **/** त्रिपालों की ढाग तुड़ाई (खिंचाई सहित) एवं ट्रक या ट्राली में लदाई	प्रति त्रिपाल	
11	ग्रे क्लाथ की गाठों की ट्रक या ट्राली से उतराई एवं चट्ठा लगाई (खिंचाई सहित) **/** ग्रे क्लाथ की गाठों की ढाग तुड़ाई (खिंचाई सहित) एवं ट्रक या ट्राली में लदाई	प्रति गांठ	
	कुल D (9+10+11)		
12	फैक्ट्री से बाहर सेम्पल कटाई **E**	प्रति सैम्पल	
<u>नोट:</u>			
1	यदि कपास का तौल फैक्ट्री में स्थित Weighbridge पर होता है तो ठेकेदार को उपरोक्त क्रम संख्या 1, 2 तथा 3 की दरों का भुगतान नहीं किया जाएगा। ऐसी स्थिति में केवल weighbridge प्रभार का भुगतान (यदि लागू हो तो) किया जाएगा।		
2	यदि कपास का तौल फैक्ट्री प्रांगण में पल्ली कांटे पर होता है तो ठेकेदार को उपरोक्त क्रम संख्या 1 का भुगतान किया जाएगा एवं क्रम संख्या 2 तथा 3 की दरों का भुगतान नहीं किया जाएगा।		
3.	यदि गांठों का तौल Weighbridge पर किया जाता है तो उस स्थिति में ठेकेदार को क्रम संख्या 9 की दरों का भुगतान नहीं किया जाएगा।		
4.	पल्ली/ बोरों की बंडल बंधाई, लदाई, उतराई एवं रख-रखाव, त्रिपालों का रख-रखाव एवं गोदाम पाला/ सीपेज इकट्ठा करने का इत्यादि का काम ठेकेदार को निशुल्क करना होगा।		
5.	उपरोक्त दरें सभी करों सहित (Excluding GST) भरी जाये I		
6.	ठेकेदार को खरीदी की मात्रा अधिक होने पर मण्डी/नोटिफाईड मण्डी में लेबर एवं परिवहन/ ढुलाई हेतु साधन पर्याप्त मात्रा में उपलब्ध करवाने होगें I		
7.	एल-1 दर निम्नानुसार निर्धारित की जाएगी :- **L-1 दर: Ax5 + B + C/2 + D/20 + E/50**		
8.	ठेकेदार को लेबर एवं परिवाहन/ढुलाई का बिल अलग-अलग प्रस्तुत करना होगा और प्रति माह बिल केन्द्र प्रभारी से सत्यापित कर शाखा कार्यालय को भेजना होगा I		
9.	निविदा में दर्शायी गई सभी नियम एवं शर्ते (TERMS & CONDITIONS) ठेकेदार पर लागू होगी एवं तदानुसार ठेकेदार को लिखित में अनुबंध में हस्ताक्षर करना होगा I		

मैंने निगम द्वारा निविदा में दी गई सभी नियम एवं शर्ते ध्यान पूर्वक पढ़ और समझ ली है तथा मैं निविदा की इन शर्तों का पालन करने हेतु बाध्य हूँ। मैं निविदा में दी गयी सभी नियम एवं शर्तो पर निगम द्वारा आबंटित कार्य को निष्पादित करने हेतु लिखित अनुबंध पर हस्ताक्षर करूंगा।

हस्ताक्षर ठेकेदार.....

ठेकेदार का नाम.....

ठेकेदार का पता.....

दिनांक.....

मोबाइलनंबर.....

Terms and Conditions:

1. The rates for Job work and transportation are as per attached Annexure (A).

2. Contractor has to pay Rs.20,000 towards E.M.D. for each center/place along with the tender by way of DD/pay order of any nationalized/scheduled bank drawn in favor of "The Cotton Corporation of India Ltd," payable at SIRSA. 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.

3. 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 kapas (seed cotton), FP bales & other stock of the corporation 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.

4. The Contractor **must attach copy of P.F Code No, PAN No** and **GST No (**if applicable**).** The certified copies of all the Certificates must be attached with Technical Bid.

5. The Contractor has to submit the certified copy of the PF 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. In case of non-compliance of above formalities deductions of PF will be made from the bills and security deposit as per prevalent rules of PF Dept.

6. The rates once finalized will be inclusive of any probable increase that may be made by the Government in Minimum wages Act or any other reason and contractor shall not demand any proportionate increase or revision in the finalized rates till the period under the agreement is completed. No extra charges will be paid by the Corporation on account of detention of the trucks/vehicles.

7. Other things being equal and meeting the requirements of the Corporation, preference will be given to tenderer who has quoted the lowest rates as per the financial bid.

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

9. 10 % deduction will be made from bills submitted by the contractor as security deposit along with Income Tax and other taxes, if applicable. Such security deposit shall be released at the end of the season/contracted period on satisfactory completion of work by contractor. However no interest will be paid on such security deposit. Satisfactory completion certificate to be obtained from concerned Centre incharge.

10. The weighment of kapas purchased by Corporation at the centre is expected to be completed on the same day by the contractor or maximum upto the start of Auction of next day in mandi. In case weighment is delayed by more than 2 days, the loss to corporation due to such delay in weighment will be recovered from the contractor.

11. In case of direct purchase by Corporation, Palli weighing and filling shall be done by the contractor at the rates fixed by Haryana Mandi Board. For this work contractor shall ensure that weighment of

kapas is done by only licensed weighman/ Taula of Mandi. In such case, arrangement of equipments (like weighing scales/palli kanta, weights, etc.) for weighment of kapas is to be arranged by the contractor. Weighing scales/palli kanta, weights, etc. should be duly certified by the Weights & Measures Department of Government.

12. The contractor shall compensate the corporation in the event of any delay in work on account of insufficient number of labourers/ vehicles supplied by the contractor. In this regard, the decision of the centre incharge shall be final & binding on the contractor.

13. Adequate vehicles should be placed on the day to day basis according to corporation's requirement. Contractor should be able to place extra vehicles also, instantly in case of demand. He will have to transport the bales within 24 hours from the intimation. In case of failure, the corporation will arrange the work through other transporter at its discretion and the difference of rate/loss/damage/overheads in any sustained will be recovered from the transporter in addition to the forfeiting the EMD.

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

15. The rates quoted by the party should be inclusive of all taxes 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 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 (kapas, FP bales etc.) resulting in damage to quality/packing.

18. The contractor is responsible for any complication because of excess/short loading.

19. Transit loss if any observed shall be deducted proportionately from the contractor.

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

21. In transit the bales will have to be covered with tarpaulins and proper protection of stock should be taken by the contractor.

22. The vehicle should be clean and the vehicles carrying coal, cement, chemicals etc., which cause damage to Cotton/stock should not be used. If any damage caused due to transportation of bales, then the recovery will be made from concerned contractor as determined by the Corporation.

23. In case of any accident or eventuality during the transit the same should be informed to Branch Office Sirsa /concerned center incharge immediately, besides completing the formalities of lodging F.I.R. with police, investigation report, arrangement of Fire Brigade report and photographs etc., The contractor 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.

24. The bills accompanied with gate pass, L.R. copy along with acknowledgement of goods received in good condition from concern godown incharges, duly acknowledged by Centre Incharge should be submitted to Branch Office for settlement of bills.

25. The payment will be made through e-payment (RTGS/ NEFT etc.).

26. The contractor should contact Centre Incharge / Godown Incharge and Branch Office on daily basis for ascertaining the requirement of vehicles/job work.

27. During the season contractor should transport any bursted/damaged bales from godowns to factory and after repressing the repressed bales should be transported to godowns as per finalized, per bale basis rate.

28. Contractor must give undertaking that if TDS is not applicable, he is having less than _____ vehicles) as per the prevalent rules) along with copy of PAN card. Format of declaration is enclosed.

29. Contractor will have to submit the Corporation's stock (palli, tarpaulin etc.) provided to him for corporation's work after completion of work. In case of non- submission or any damage to the stock, the loss will be recovered from the contractor.

30. 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.

31. 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.

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

33. The Contractor will raise bills separately for job work and transportation of kapas/FP bales and forward it through concerned centre incharge to Branch Office on fortnightly basis.

34. 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.

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

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

37. The 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 Contractor has no right to enhance the said rates under any circumstances.

38. The rates once finalized shall be valid till 30.09.2021 from the date of issue of the confirmation letter/work order and may be extended by the corporation for a further period if necessary.

39. GST E-Way Bill, for movement of corporation's 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.

40. If any dispute arises this contract will have jurisdiction of Branch Office Sirsa only.

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

42. Mere submission of the tender form does not entitle any contractor to be engaged by the Corporation. The corporation reserves the rights to accept/ partly accept/ reject/ any/ all tenders or negotiate in full or in part without assigning any reason whatsoever. The corporation is not bound to allocate minimum work to the tenderer.

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

44. ARBITRATION CLAUSE :

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

45. 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.

46. 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.

Place:

Date:

Signature of Job work contractor with seal

AGREEMENT FOR JOB WORK CONTRACTORS AT GODOWNSFOR COTTON SEASON 2020-21

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 2020 -21 (I.E. 01-10-2020 TO 30-09-2021) 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 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 …..to……. 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, ……..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. <u>ARBITRATION CLAUSE</u> :

1. This contract is subject to the Jurisdiction of B.O: ……..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,……. 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.

Place:

Date:

Signature of Job work contractor with seal

Witness:-

Name & Address

1.

_____

(Signature)

2.

_____

(Signature)