# THE COTTON CORPORATION OF INDIA LTD

(A Government of India Undertaking)
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क्रमांक/भाकनि/भील/विपणन/जि0प्रे0/2018-19/ 02 नवम्बर, 2018

## अल्प निविदा सूचना

भारतीय कपास निगम लि0 शाखा कार्यालय, भीलवाड़ा निम्नलिखित प्रस्तावित केन्द्रों पर जिनिंग व प्रेसिंग कार्य हेतु कपास मौसम 2018 - 2019 के लिये प्रतिष्ठित जिनिंग एवं प्रेसिंग फैक्ट्रियों से Two Bid System (Technical Bid–I एवं Financial Bid – II) के अन्तर्गत सीलबंद निविदाएँ आमंत्रित की जाती हैं ।

1) खैरथल 2) अलवर 3) बिलाड़ा 4) आसोप 5) नागौर 6) सुमेरपुर 7) बांसवाड़ा 8) आसिन्द 9) फलोदी 10) केकड़ी 11) गोबिन्दगढ़ 12) बहरोड़ 13) फतेहनगर 14) चित्तौड़गढ़ 15) कोटड़ी

निविदाकर्ता यह सुनिश्चित करें कि उपयुक्त प्राधिकारी द्वारा जारी भविष्य निधि कोड नम्बर (Provident Fund Code No), वस्तु एवं सेवाकर नम्बर (GST) तथा PAN होना अनिवार्य है ।

निर्धारित निविदा फार्म, नियम एवं शर्तों सहित शाखा कार्यालय के किसी भी कार्यदिवस में कार्यालय समय के दौरान रूपये 112/- ( केवल एक सौ बारह रूपये) का नगद भुगतान कर दिनांक 12.11.2018 को 11.30 बजे तक प्राप्त किया जा सकता है । निविदा सूचना, टेण्डर फार्म एवं नियम व शर्ते निगम की वेबसाईट http://www.cotcorp.org.in तथा टेण्डर की सरकारी वेबसाईट http://eprocure.gov.in से भी डाऊनलोड किये जा सकते हैं । डाऊनलोडेड की गयी निविदा के साथ रूपये 112/- का डी.डी/पे-आर्डर तथा निविदा फार्म की Technical Bid के साथ रूपये 50,000/- का डी.डी/पे-आर्डर EMD के रूप में भारतीय कपास निगम लिमिटेड, भीलवाड़ा के पक्ष में देय हो, सलंग्न करना अनिवार्य होगा । जो जिनिंग प्रेसिंग फैक्ट्रियां MSE के अन्तर्गत आती हैं एवं MSME प्राधिकरण से पंजीकृत हैं, उनके द्वारा वैध पंजीकरण प्रमाण पत्र प्रस्तुत करने पर निविदा फार्म शुल्क एवं EMD राशि में छुट प्रदान की जायेगी ।

निविदाकर्ता द्वारा निम्नानुसार निविदा प्रस्तुत करनी होगी -

i) लिफाफा A : लिफाफे में सभी सलंग्नक को शामिल करते हुए लिफाफे पर “Technical Bid” अंकित करें, के साथ EMD राशि 50,000/- रूपये तथा निविदा शुल्क रूपये 112/- का डिमाण्ड ड्राफट अनुलग्नक – I, निविदा की शर्तो के अनुसार सभी आवश्यक दस्तावेज अनुलग्नक – II, Technical Bid के साथ सलंग्न करना अनिवार्य है ।

ii) लिफाफा B : लिफाफे में सभी सलंग्नक को शामिल करते हुए लिफाफे पर “Financial Bid” अंकित करें, के साथ अनुलग्नक - III प्रस्तुत करना अनिवार्य है ।

iii) लिफाफा C : दोनों लिफाफे A व B को लिफाफे C में सीलबंद करें ।

लिफाफे “C” पर “जिनिंग व प्रेसिंग टेण्डर फसल वर्ष 2018-2019” के लिये अंकित कर निविदाकर्ता का नाम एवं पूर्ण पता लिफाफे के निचले भाग में दर्शायें ।

निविदा फार्म पूर्ण रूप से विधिवत भरकर सीलबंद लिफाफे पर शाखा प्रबन्धक,भीलवाड़ा को सम्बोधित करते हुए शाखा कार्यालय के उक्त पते पर दिनांक 12.11.2018 मध्यान्ह् 02.00 बजे तक या उससे पूर्व पहूँच जाना चाहिये ।

निर्धारित समय में प्राप्त मोहरबंद निविदाएँ उसी दिन (अर्थात दिनांक 12.11.2018) मध्यान्ह् 3.00 बजे इच्छुक निविदाकर्ताओं की उपस्थिति में Technical Bid एवं Financial Bid खोली जायेंगी । तदोपरान्त निगम की समिति द्वारा फैक्ट्रियों का सर्वे/निरीक्षण कार्य किया जायेगा । फैक्ट्री सर्वे में निर्धारित मापदण्डों के सुनिश्चित होने के उपरान्त ही किसी भी फैक्ट्री को कार्य आवंटन/अनुबन्धित किया जायेगा ।

किसी भी निविदा को बिना कोई कारण बताये स्वीकार या अस्वीकार करने का अधिकार निगम के पास सुरक्षित रहेगा

**शाखा प्रबन्धक**

# (TECHNICAL BID)

**(Annexure- II)**

***(TO BE SUBMITTED ON LETTERHEAD OF G&P FACTORY)***

(Tender Form Fees: Rs.112/- (including GST)

Last date of submission: 12.11.2018 at 14.00

Date of opening of Technical Bid & Financial Bid 12.11.2018 at 15.00

## Tender for Job Work of Ginning & Pressing for Cotton Season 2018 - 2019

**PART-I**

| | | | | | |
|---|---|---|---|---|---|
| 1. | Name of the centre : | _____ | | | |
| | | | | | |
| 2. | Full Name of the factory, Address with Pin code, Telephone/Mobile/ Fax Numbers E Mail (If any) | _____<br>_____<br>_____<br>_____ | | | |
| 3. | Whether Factory is MSME or not : (Please tick (✓) whichever is applicable and if Yes, attach valid certificate) | | Yes | No | |
| | | | | | |
| 4. | If MSME whether under SC/ ST category : (if Yes, Pls. attach concerned valid certificate | | Yes | No | |
| 5. | Constitution – Company / Partnership / Sole Proprietary | _____ | | | |
| | | | | | |
| 6. | Name of the Directors/partners and their occupation. | 1. _____<br>2. _____<br>3. _____ | | | |
| | | | | | |
| 7. | Name and address of the sister concern, if any. | _____<br>_____ | | | |

| | | | | |
|---|---|---|---|---|
| 8. | Name of Proprietor or Active Partner. | _____ | | |
| 9. | Name of Factory Manager/Other Responsible person, along with Tel. No. | _____ | | |
| 10. | P.F. Code No.<br>(Please attach certificate issued by Regional<br>Provident Fund Commissioner) | _____ | | |
| 11. | PAN from Income Tax Department (Attach Copy) | _____ | | |
| 12. | Whether factory has sufficient Managerial, Supervisory & Technical staff | | Yes | No |

| | | |
|---|---|---|
| 13. | Details of processing of bales during last three years | 2015-16 2016-17 2017-18 |
| | i) For CCI | --------- --------- --------- |
| | ii) Own | --------- --------- --------- |
| | iii) Other parties | --------- --------- --------- |
| 14. | Details of processing capacity of factory and to be offered to CCI | |

| Type | Machines | | Production of bales of allotted capacity | | Exclusive/ Turn basis* |
|---|---|---|---|---|---|
| | Total | Offered to CCI | Per week | Per month | (Days in a week) |
| Double Rollers | | | | | |
| Pressing | | | | | |

If Turn basis then number of bales of CCI stock which will be processed per month

15. Details of Fire Accidents in the Factory for the Last three Years :

| S. N. | PARTICULARS | YEAR 2015 -16 | | YEAR 2016-17 | | YEAR 2017-18 | |
|---|---|---|---|---|---|---|---|
| | | NO. | LOSS | NO. | LOSS | NO. | LOSS |
| (i) | Fire Accidents in Open Compound | | | | | | |
| (ii) | Fire Accidents in Gin. House | | | | | | |
| (iii) | Fire Accidents in Press House | | | | | | |
| (iv) | Fire Accidents in Godown/Baracks | | | | | | |

<table>
<tr><td>16.</td><td>Details of heap platforms/sheds/ barracks/pala house/godowns available in factory and to be offered to CCI free of cost</td><td>
<table>
<tr><td></td><td colspan="2">Availability</td><td colspan="2">Allotment to CCI</td></tr>
<tr><td></td><td>No.</td><td>Capacity</td><td>No.</td><td>Capacity</td></tr>
<tr><td>Heap Platforms</td><td></td><td></td><td></td><td></td></tr>
<tr><td>Sheds</td><td></td><td></td><td></td><td></td></tr>
<tr><td>Barracks</td><td></td><td></td><td></td><td></td></tr>
<tr><td>Palla house</td><td></td><td></td><td></td><td></td></tr>
<tr><td>Godowns</td><td></td><td></td><td></td><td></td></tr>
</table>
</td></tr>
<tr><td>17.</td><td>Classification of the factory as per Insurance tariff rules.</td><td>_____<br>_____</td></tr>
<tr><td>18.</td><td>GST registration Number (Attach GST registration Copy)</td><td></td></tr>
</table>

| | | | |
|---|---|---|---|
| 19 | Banking Details for Net Banking/RTGS /NEFT Details | Name of the Account Holder | ---------- |
| | | Name of Bank with full address | ---------- |
| | | Bank Account Number | ---------- |
| | | IFSC Code | ---------- |

20. EMD Details Instrument No. (DD/P.O) :_____

Name of Bank:_____

Amount :_____

## PART-II

## MINIMUM STANDARDS REQUIRED FOR ENGAGEMENT OF G & P FACTORY

| S.No | Item | Minimum Requirements | Availability in G&P Factory. (Please tick (✓) whichever is applicable). |
|---|---|---|---|
| 1 | **Ginning Machines** | 12 DRs of normal size / 11 extra-long DRs/ 9 Jumbo DRs with Auto feeder/ 1 or 2 saw gins with equivalent processing capacity of 3-4 bales per hour. | Available ☐<br>Not- Available ☐ |
| 2 | **Precleaner** | Cleaner with capacity to suit the processing speed of the ginning machines. | Available ☐<br>Not- Available ☐ |
| 3 | **Lint Cleaner** | Cleaner with capacity to suit the processing speed of ginning machines. | Available ☐<br>Not- Available ☐ |
| 4 | **Kapas Conveyor System** | (i) Pneumatic conveyor with Stone Catcher for the first stage from heaps to Precleaner; (ii) Mechanical/ Pneumatic conveyor from Precleaner to individual gins. Central Platform system not permitted unless it exists already. | Available ☐<br>Not- Available ☐ |
| 5 | **Lint Conveyor System** | Mechanical / Pneumatic Conveyor<br>(i) from Gins to Lint Cleaner;<br>(ii) from Lint Cleaner to each Pala Hall and<br>(iii) from each Pala Hall to<br>a. Bale Press Hall in case of existing Conventional Bale Press<br>b. Bale Press box through Lint slide & Pusher Mechanisms in case of modern Bale Press<br>(direct feeding of cotton from Lint Cleaner to Press box permitted) | Available ☐<br>Not- Available ☐ |
| 6 | **Bale Press** | Single stage oil hydraulic, auto tramping Bale Press with Lint Slide and Pusher mechanism for direct feeding of lint into the press box. Conventional water hydraulic, two-stage presses without auto tramping facility will, however, be permitted if they already exist. | Available ☐<br>Not- Available ☐ |

| | | | |
|---|---|---|---|
| 7 | **Conveyor for Seed** | Automatic Conveyor from gins to Seed Platform | Available ☐<br>Not- Available ☐ |
| 8 | **Humidifier/ Moisturiser** | In Gin Hall<br>In case of Central Platform,<br>**2 Benson fans or adequate number of nozzles.**<br>**In Pala Halls**<br>2 Benson fans in each Hall or adequate number of nozzles. | Available ☐<br>Not- Available ☐ |
| 9 | **Fire Fighting System** | Overhead tank/ sump (capacity 65,000 liters), with a minimum of 6 hydrants strategically located, hose pipes with nozzles and a stand-by diesel pump besides an electric pump. | Available ☐<br>Not- Available ☐ |
| 10 | **Underground Wiring** | All high tension and low tension wires/cables to be under-ground | Available ☐<br>Not- Available ☐ |
| 11 | **Weigh Bridge** | Capacity: 20 tons/ 5 tons depending on local needs (Not required if the facility is available nearby) | Available ☐<br>Not- Available ☐ |
| 12 | **Pucca Platform for Kapas** | Raised platform with a minimum of 5,000 sq. ft. area. | Available ☐<br>Not- Available ☐ |
| 13 | **Covered Storage Space for Lint (Pala Halls)** | Hall(s) with a minimum area of 2000 sq. ft., pucca floor. | Available ☐<br>Not- Available ☐ |
| 14 | **Seed Platform** | Raised, platform of minimum 1000 sq. ft. area. | Available ☐<br>Not- Available ☐ |
| 15 | **Bale Storage Space** | Platform with cemented floor adjoining Press Hall and admeasuring a minimum area of 600 sq. ft. | Available ☐<br>Not- Available ☐ |

| | | | |
|---|---|---|---|
| 16 | **Road** | CC Road with at least 10 ft. width. | Available ☐<br>Not- Available ☐ |
| 17 | **Boundary Wall/ Fence** | Wires mesh fence or barbed wire fence with less than 1 ft. gap between wires, or masonry wall, all of a minimum height of 6 ft. | Available ☐<br>Not- Available ☐ |
| 18 | **CCTV cameras in G & P Factory at given locations *** | Location of CCTV Camera in G & P Factory:-<br>1. Factory Weighbridge<br>2. Path from Weigh bridge to Factory entry gate.<br>3. Entry Gate.<br>4. Kapas Platform.<br>5. Gin Hall.<br>6. Press Hall<br>7. Exit gate. | Available ☐<br>Not- Available ☐ |
| | | *If CCTV is not available at the time of tender the G & P unit will have to ensure that the requirement is fulfilled before engagement of the factory. | |

## PART-III

All work commencing from unloading of kapas for processing in the factory to loading of F.P bales for dispatching to CCI hired Godowns including sample cutting i.e. 2 samples to be drawn from each lot of 100 bales. The details of the work to be carried out in the factory is as under:

**For Ginning**

Providing of required number of labourers for all stages of work beginning from unloading of kapas, its carrying and heaping. Further, grading work is also included i.e., work of picking foreign material, Yellow/Black cowdy, other contaminants and Misc. and also work for Bura/Kapas picking and cleaning of Gin Jump & Misc. work, work for sweeping & picking of kapas in the factory and Supervision of work in the factory. Providing of required number of labourers for further stages of work i.e. kapas heap to gin house, feeding on machines, bura picking from heap to gin house, platform cleaning, rool picking, cowdy and YP pickings on machine, lint picking from front and back side of machines, cotton seed cleaning and all other allied works of bora filling and its carrying/transportation up to pala house/press house in the same factory or another factory at the same centre or another centre.

1. Making of kapas heap in the factory premises.
2. If required, Spreading of kapas heap (including heap making & shifting)
3. In factory premises, unloading of tarpaulins from truck/trolley and its stacking and de-stacking of tarpaulins and loading in truck/trolley.
4. Covering of kapas & cotton seed of CCI with tarpaulins on regular basis. Also, at the end of the season handing over all the Tarpaulins to the Centre Incharge of CCI.
5. Weighment of lint if required.

**For Pressing**

Providing of required number of labourers for mixing as well as cleaning of lint before feeding in the opener and pressing of bales with standard weight of 170 kg net lint with tolerance limit of +/- 5 kgs for all months except during March to June when the tolerance shall be of +/- 7 Kgs. ,fully covered with new iron hoops(18/19 gauge, 1/2" width) / polyester strappings (width 19.05 mm, thickness 1.02 mm , conforming to type II of IS 15559:2004, colour green) to be arranged by the factory and with 100% cotton cloth (20X20 count, 48X40 R&P, 127 cm width, weight 122 gms per Sq.Metres) to be arranged by the corporation/Ginning and Pressing Factory, with stitching and covering of bales from all sides including top and bottom, besides handling of lint stocks beginning from opening of lint boras/boundaries till stacking of bales after marka and weighment and all other allied work during the course of pressing of lint into bales including lint opener. Sample cutting (2 samples to be drawn from each lot of 100 bales) and loading of fully pressed bales for transportation to CCI hired Godowns.

1. Weighment of bales (De-stacking and loading up to weighbridge.
2. Sample cutting of cotton bales.
3. Marking of bales.
4. Shifting of bales from press platform to open space in factory premises (including destacking & stacking)
5. Spreading of cotton seed heap and including making heap (if required)

Loading of bales in vehicles from press platform/factory premises for storage of bales in godowns.

## If situation requires on need basis the following works has to be done.

Filling, Stacking, De-stacking, Weighment of Cowdy / Gin jump, Empty lint bora restichting, Re-heaping of kapas heap, Re-heaping of cotton seed heap, Turning over of Cotton bales, coverage of Kapas, seed, bales by tarpaulins.

I/We have gone through the detailed terms and conditions for hiring of G&P factories by the Corporation and agree to carry out the complete processing work as per standards and requirements of the Corporation.

**Signature**
**Name of the Authorized Signatory**

**Address of the factory with seal**

**Date:----------**

**(FINANCIAL BID)**

**(Annexure- III)**

***(TO BE SUBMITTED ON LETTERHEAD OF G&P FACTORY)***

**(Financial Bid)**

| S.No. | Particulars | *Rates in Rs. |
|---|---|---|
| 1 | Combined ginning (roller) & pressing rates per bale with iron hoops excluding cost of cloth . | _____ |
| 2 | Combined ginning (roller) & pressing rates per bale with iron hoops including cost of cloth | _____ |
| 3 | Combined ginning (roller) & pressing rates per bale with Polyester strappings excluding cost of cloth | _____ |
| 4 | Combined ginning (roller) & pressing rates per bale with Polyester strappings Including cost of cloth | _____ |
| 5 | Pressing rate per bale with polyester strappings and without including cost of cloth | _____ |
| 6 | Pressing rate per bale with polyester strappings and including cost of cloth | |
| 7 | Pressing rate per bale with iron hoops and without including cost of cloth | _____ |
| 8 | Pressing rate per bale with iron hoops and including cost of cloth | _____ |

* Rates quoted should be for 12 gala press.

The above quoted rates are inclusive of all work commencing from unloading of kapas for processing in the factory to loading of FP bales for dispatching to CCI hired godowns, including sample cutting (2 samples to be drawn from each lot of 100 bales). Detailed scope of work is as mentioned under point 1 of Part III of technical bid.

Note:

- Incentive of Rs. 2/- per bale for Modern factories with 4 to 5 Star Rating by Textile Committee
- Incentive of Rs. 1/- per bale for Modern factories with 2 to 3 Star Rating by Textile Committee
- The specifications for iron hoops (18/19 gauge, 1/2" width) , polyester strappings (width 19.05 mm, thickness 1.02 mm , conforming to type II of IS 15559:2004, colour green) and specification of 100% cotton cloth (20X20 count, 48X40 R&P, 127 cm width, weight 122 gms per Sq. Metres) should be considered while quoting above rates.
- Please strike out whichever is not applicable.
- The above rates are inclusive of all expenses, taxes and levies if any by Central / State Government and Local Authorities but exclusive of GST.
- TDS and surcharge as per Income Tax Act shall be deducted by the Corporation.

I/We have gone through the detailed terms and conditions for hiring of G&P factories by the Corporation and agree to carry out the complete processing work as per standards and requirements of the Corporation.

**Signature**

**Name of the Authorized Signatory**

**Address of the factory with seal**

**Date:**

# THE COTTON CORPORATION OF INDIA LTD

(A Government of India Undertaking)
161-162, Care Zone Plaza, 2nd Floor
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## Tender for Job Work of Ginning & Pressing for Cotton Season 2018-19

TERMS AND CONDITIONS

i) The tender form duly filled in, in all respects and signed by the Authorized Signatory, should be submitted in a sealed cover super scribed as "Ginning and Pressing tender for cotton season 2018-2019" within the stipulated time and date. Tender forms received after the stipulated time and date will not be considered.

ii) All columns in the tender form should be filled in clearly and legibly. Tender form found as incomplete in any respect, may be rejected at the discretion of the Corporation.

iii) Mere submission of the tender form does not entitle any factory to be engaged by the Corporation.

iv) L1 factory shall be considered for hiring provided it meets the minimum standards required as per the tender terms. When more processing facility is required at the centre then on need basis the L2/L3/L4 & so on factory could be engaged provided they agree at the rates of L1.

G & P Rates being the same, the Corporation will consider hiring of ginning and pressing factories in the following order of preference:

(a) Modernized composite ginning & pressing factory through TMC assistance and certified by Textile Committee.
(b) Modernized composite ginning & pressing factory other than TMC assistance and certified by Textile Committee.
(c) Modernized composite ginning & pressing factory through TMC assistance.
(d) Modernized composite ginning & pressing factory other than TMC assistance.
(e) Composite G&P factories in MSEs / Co-operative sector / other institutions.
(f) Composite G&P factories with track record of good performance.
(g) G&P factories willing to give their full capacity on exclusive basis to CCI.

Note: Online Modern Factories, Factories having power supply through express feeder and the Factories having diesel generator sets shall have added advantage.

v) The engaged G & P factory shall have to give minimum lint % and maximum trash % / shortages % as follows :

| Sr.No | B.O | Month | Minimum Lint% | Maximum Shortages% | Maximum Trash% |
|---|---|---|---|---|---|
| 1 | Bhilwara | October, 2018 | 33.00 | 2.75 | 2.5 |
| 2 | | November, 2018 | 33.00 | 2.75 | 2.5 |
| 3 | | December, 2018 | 33.50 | 2.50 | 2.5 |
| 4 | | January, ,2019 | 34.00 | 2.25 | 2.5 |
| 5 | | February, 2019 | 34.50 | 2.00 | 2.5 |
| 6 | | March, 2019 | 35.00 | 1.75 | 2.5 |

**Note : Above parameters are for kapas purchase up to 12% moisture content.**

- In case purchases continue after March, monthly lint % will increase by minimum 0.50% per month and shortages will reduce by minimum 0.25% per month.
- Moisture content in processed FP bales should not exceed 8%.
- In case minimum lint % is not achieved deductions will be made as per value of lint of reduced lint quantity.
- In case maximum shortages are exceeded deductions will be made as per kapas rate of exceeded shortage quantity.
- In case maximum trash % is exceeded deductions will be made on per value of lint on exceeded trash quantity.
- In case maximum moisture % increases deductions will be made as per value of lint of exceeded moisture %.
- Shortages will include cowdy kapas, gin jump or any other miscellaneous items.
- During cotton season 2018-19, CCI will supply FAQ variety of kapas to the G&P factories for processing as per the quality parameters prescribed in the MSP guidelines, a copy of which is attached in the tender document and ginners can inspect the FAQ norms at the time of acceptance of kapas at the factory.
- The Corporation will arrange to lift the fully pressed bales whenever a lot of 100 bales is pressed within next 2 working days from the date of pressing from the factory.
- The Corporation will arrange to lift cotton seed of the concerned heap within 20 days from the last date processing of that heap.
- If Seed buyers do not lift the seed sold to them or if seed is not sold by the Corporation within 15 days, in such case the same seed will be weighed within another 5 days and will be taken in to CCI account. This weight will be final weight of cotton seed for that heap, for calculating shortage.

The corporation shall reserve the right to inspect the above parameters through its visiting officers and improvement if any, in this will have to be agreed by the G & P factory for further purchases and concerned heaps.

vi)The factory should also ensure that there are no yellow pickings, cut seeds / full seeds etc. in the bales processed by them. In case lint % is less and trash % is more than prescribed limits proportionate recovery will be made based on the prevailing market rate of lint, as decided by the corporation, from ginner's bills, security deposit/EMD.

vii) The Moisture content in FP bales after processing should not exceed 8%.In case more than prescribed limits proportionate recovery will be made based on the prevailing market rate of lint, as decided by the corporation, from ginner's bills, security deposit/EMD.

viii) Tenderes will have to deposit Rs.50000/- (Rs. Fifty thousand only) as EMD by way of DD/P.O. drawn in favour of **"**THE COTTON CORPORATION OF INDIA LTD" payable of any Nationalized/Scheduled Bank. The firms which comes under MSME and are registered with MSME authorities are exempted from tender fees and EMD on production of valid MSME certificate along with Technical bid. No interest will be paid on EMD and EMD will be refunded after satisfactory completion of work.

ix) In the event of Corporation finalizing to hire the ginning and pressing factory, the concerned factory will have to enter into an agreement with the Corporation in the prescribed form with acceptance of all its terms and conditions. The factory will also submit a copy of partnership deed/ memorandum of article/ memorandum of association as the case may be.

x) In case the L1 tenderer refuse to work at the rates quoted by him, such factories shall not be awarded any work for at least one year i.e. next cotton season.

xi) All the pages of the Tender Form as well the Terms & Conditions should be signed by the factory owner.

xii) In case, Bidder has any query about the bidding conditions and/or bidding process - may seek comments from the Branch Office. Further in case, if any bid is rejected or a tender document is not issued to prospective Bidder - may seek the reasons for rejection from Branch Office.

xiii) CCI reserves the all rights to reject any tender if any information to be found false and misrepresentation mentioned in Technical Bid by the tenderer during the course of inspection/survey of the factory conducted by the Corporation's Officials.

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.

**Signature**

**Name of the Authorized Signatory**

**Address of the factory with seal**

**Date:**

**DEDUCTIONS FOR NON -AVAILABILITY OF FOLLOWING INFRASTRUCTURE**

ANNEXURE-"A"

| SL. NO. | PARTICULARS | DEDUCTIONS PER BALE (IN RS.) |
|---|---|---|
| 01 | BOUNDARY WALL/ WIRE FENCING | **20-00** |
| | | |
| 02 | PAKKA CEMENTED 1 Ft. RAISED HEAP PLAT FORM FOR MINIMUM 10 DAYS GINNING CAPACITY(up to 12 GINGS MIN 400 BLS CAPACITY FROM 13 TO 18 GINS 500 BLS CAPACITY FROM 18 & ABOVE 800 BLS CAPACITY) | **30-00** |
| | | |
| 03 | COTTON SEED STORAGE 1 Ft. RAISED CEMENTED PAKKA PLAT FORM | **20-00** |
| | | |
| 04 | PAKKA PLAT FORM FOR BOUNDARY /FP. BALES 100 EACH | **20-00** |
| | | |
| 05 | TROLLYS TO CARRY LINT BORAS | **10-00** |
| | | |
| 06 | COTTON SEED CONVEYOR WITH ELIVATOR SYSTEM | **30-00** |
| | | |
| 07 | KAPAS CLEANER | **30-00** |
| | | |
| 08 | LINT OPENER | **50-00** |
| | | |
| 09 | BALE TOP & BOTTOM TO BE INSERTED IN PATTIES/IMPROPER PACKING OF BALES | **50-00** |
| | | |
| 10 | WATER HYDRANTS SYSTEM FOR FIRE FIGHTING | **50-00** |

WE AGREE WITH THE G&P RATES DECIDED FOR COTTON SEASON 2018-19 SUBJECT TO ABOVE DEDUCTIONS.

SIGNATURE OF THE AUTHORISED SIGNATORY
(WITH SEAL)

ON STAMP PAPERS OF REQUISITE AMOUNT AS PER
RELEVANT ACTS OF THE STATE

AGREEMENT FOR ENGAGING GINNING AND PRESSING FACTORY FOR COTTON SEASON 2018-19

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 _____ GINNING AND PRESSING FACTORY _____ (hereinafter for brevity's sake called "The Factory" 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 lessee/ licensee of the Factory, if any, of the SECOND PART.

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

AND WHEREAS the factory has offered to do the work of ginning and pressing of kapas for the Corporation during the cotton season _____ on Job Basis. AND WHEREAS the Corporation has accepted the offer on the terms and conditions contained herein.

NOW THIS DEED WITNESSED AND IT IS HEREBY MUTUALLY AGREED BETWEEN THE PARTIES HERETO AS FOLLOWS:

**PART 'A': Allotment of capacity & processing of kapas**

1. The factory undertakes to make available to the Corporation the under mentioned ginning and pressing capacity per month throughout the season depending on purchase of kapas and its delivery for ginning and pressing by the Corporation: -

| Type | Machines | | Production of bales of allotted capacity | | Exclusive/ Turn basis* |
|---|---|---|---|---|---|
| | Total | Offered to CCI | Per week | Per month | (Days in a week) |
| Double Rollers | | | | | |
| Pressing | | | | | |

* If Turn basis then number of bales of CCI stock which will be processed per month.

and shall be responsible for smooth processing without any interruption whatsoever. If the ginning and pressing capacity allotted to the Corporation by the factory is used for its own ginning or for any other party, thus causing delay in the processing work of the Corporation, the Corporation shall be entitled to recover damages on account of loss caused by such delays including overhead expenses.

2. The factory shall provide to the Corporation heap platforms/sheds/ barracks/pala house/godowns free of cost, as under:

| | Availability | | Allotment to CCI | |
|---|---|---|---|---|
| | No. | Capacity | No. | Capacity |
| Heap Platforms | ----- | ---------- | ----- | ---------- |
| Sheds | ----- | ---------- | ----- | ---------- |
| Barracks | ----- | ---------- | ----- | ---------- |
| Pallahouse | ----- | ---------- | ----- | ---------- |
| Godowns | ----- | ---------- | ----- | ---------- |

The factory shall continue to provide the above for storing the kapas, cotton, cotton seed, lint, fully pressed bales etc., till all the goods belonging to the Corporation are removed by the Corporation.

3. The factory agrees to gin and press such quantity of kapas and cotton as will be delivered to the factory by the Corporation for ginning and/or pressing from time to time. Every consignment of kapas and/or cotton delivered by the Corporation to the factory for ginning and/or pressing will be ginned and/or pressed by the factory immediately after receipt.

4. The factory shall provide and maintain the agreed ginning and pressing facilities in their factory premises so that the ginning and pressing work entrusted by the Corporation is not hampered and goes on continuously till the consignment of kapas and/or cotton delivered by the Corporation to the factory, is fully ginned and/or pressed.

5. The factory shall make proper arrangement for the safety of kapas, cotton, cottonseeds, lint pressed bales, etc. belonging to the Corporation in the factory premises and not allow mixing of the same with any other cotton belonging to any other persons. If any loss is caused to the Corporation on account of breach of this clause by the factory, the factory will be fully responsible and liable to make good the loss, if any, caused to the Corporation. The loss shall be determined by the Corporation and shall be acceptable to the factory.

6. The factory shall endeavor to minimize the shortages and contamination during the storage of kapas, cotton, cottonseed, lint, full pressed cotton bales and other by-products depending on variety of cotton.

7. The factory will provide adequate facilities for the processing of the Corporation's stock for ginning and pressing with required pre and post-ginning and pressing treatment in order to maintain the quality of the cotton bales of the Corporation, till the processing work of the Corporation is fully completed.

8. The factory will be responsible for the quality of ginning and pressing of kapas. In case the Corporation finds that the quality of ginning and pressing is defective, the factory will be liable to make good the loss caused due to damage to the kapas, cotton, cotton-seeds, etc. belonging to the Corporation as ascertained by the Corporation.

9. In case of false packing by the Ginning and Pressing factory, losses on sale of such cotton bales will be recovered from the Ginning and Pressing factory.

10. In case of the ginning factories where only the work of ginning is done and lint has to be transported to a pressing factory in the same compound or station or a pressing factory in another compound at the same station, the factory shall bear all cost of transportation of lint from their ginning factory to the pressing factory. The Corporation shall not pay any charges, whatsoever, for the transportation of lint.

11. The factory will be responsible for effecting prompt repairs, replacements or modifications to the machinery, which may be pointed out to them by a representative of the Corporation. The Representative of the Corporation will be empowered to stop the work of Ginning and pressing carried out on behalf of the Corporation if he is of the opinion that it is necessary to do so in the interest of the Corporation and the factory will have to effect necessary repairs, replacement or modification without any loss of time, to the entire satisfaction of the representative of the Corporation. In the event of any delay or refusal on the part of the management of the Factory in carrying out such repairs or modifications within the reasonable time, the factory will be liable for all loss that the Corporation may suffer on account of delay in carrying out the required work of Ginning and pressing.

12. The factory undertakes to carry out ginning and pressing work as per standard practices stipulated or followed by the Corporation from time to time as per Cotton Control Orders and other orders issued by the Government of India from time to time.

## PART 'B': Pressing of cotton bales and its packaging

1. The net weight of a fully pressed bale should not be less than 170 kgs However, tolerance limit of ± 5 kg may be allowed for all the months except during March to June when the tolerance shall be of ± 7 kg. subject to the condition that the average net weight of a lot of 100 bales should not be less than 165 quintals. Suitable deductions will be made from pressing charges if the average net weight of a lot is less than 165 quintals per lot of 100 bales. However, no extra payment will be made for excess weight in the lot. The weight list shall be issued for each completed lot recording weight of each bale in the order of serial number and the Factory shall be fully responsible for the correctness of the weight of cotton bales.

2. The pressed bales shall be covered from all the sides as per CCI specifications i.e. fully covered with new iron hoops of 18/19 gauge and 1/2" width/ polyester strappings (width 19.05 mm,thickness 1.02 mm , conforming to type II of IS 15559:2004, colour green) to be arranged by the G&P factory and with cloth 20X20 count, 48X40 R&P, 127 cm width, weight 122 gms per Sq. Metres to be arranged by the Corporation/G and P factory with stitching and covering of bales from all sides including top and bottom and its stitching by a three ply jute twin/cotton thread evenly spaced and properly made. The distance between two stitches shall not exceed 30 mm. In case the packing material is found to be of sub-standard or inferior quality or is unsatisfactory, the factory shall make good the loss to the Corporation as determined by the Corporation.

3. In case of bales damaged due to dust, moisture, mud, sand etc. Repacking of such bales will be done by the ginners at his cost.

4. The factory shall not allow any bales of the Corporation to remain without marking and stamping of the Corporation after pressing. The marking of the bales should be done on one side of the bales by black and superior quality of ink so that it is durable and clearly visible. The ink used should be non-percolating. No other colour should be used. On demand from the Corporation, Factory shall affix canvas stickers on the bales in lieu of ink marka.

5. **Scope of Work:**

All work commencing from unloading of kapas for processing in the factory to loading of F.P bales for dispatching to CCI hired Godowns including sample cutting i.e 2 samples to be drawn from each lot of 100 bales. The detail of the work to be carried out in the factory is as under:

**For Ginning**

Providing of required number of labourers for all stages of work beginning from unloading of kapas, its carrying and heaping. Further, grading work is also included i.e., work of picking foreign material, Yellow/Black cowdy, other contaminants and Misc. and also work for Bura/Kapas picking and cleaning of Gin Jump & Misc. work, work for sweeping & picking of kapas in the factory and Supervision of work in the factory. Providing of required number of labourers for further stages of work i.e. kapas heap to gin house, feeding on machines, bura picking from heap to gin house, platform cleaning, rool picking, cowdy and YP pickings on machine, lint picking from front and back side of machines, cotton seed cleaning and all other allied works of bora filling and its carrying/transportation up to pala house/press house in the same factory or another factory at the same centre or another centre.

1. Making of kapas heap in the factory premises.
2. If required, Spreading of kapas heap (including heap making & shifting)
3. In factory premises, unloading of tarpaulins from truck/trolley and its stacking and de-stacking of tarpaulins and loading in truck/trolley.
4. Covering of kapas & cotton seed of CCI with tarpaulins on regular basis. Also, at the end of the season handing over all the Tarpaulins to the Centre Incharge of CCI.
5. Weighment of lint if required.

**For Pressing**

Providing of required number of labourers for mixing as well as cleaning of lint before feeding in the opener and pressing of bales with standard weight of 170 kg net lint with tolerance limit of +/- 5 kgs for all months except during March to June when the tolerance shall be of +/- 7 Kgs. ,fully covered with new iron hoops(18/19 gauge, 1/2" width) / polyester strappings (width 19.05 mm, thickness 1.02 mm , conforming to type II of IS 15559:2004, colour green) to be arranged by the factory and with 100% cotton cloth (20X20 count, 48X40 R&P, 127 cm width, weight 122 gms per Sq.Metres) to be arranged by the corporation/Ginning and Pressing Factory, with stitching and covering of bales from all sides including top and bottom, besides handling of lint stocks beginning from opening of lint boras/boundaries till stacking of bales after marka and weighmentand all other allied work during the course of pressing of lint into bales including lint opener. Sample cutting (2 samples to be drawn from each lot of 100 bales) and loading of fully pressed bales for transportation to CCI hired Godowns.

1. Weighment of bales (De-stacking and loading up to weighbridge.
2. Sample cutting of cotton bales.
3. Marking of bales.
4. Shifting of bales from press platform to open space in factory premises (including destacking & stacking)
5. Spreading of cotton seed heap and including making heap (if required)
6. Loading of bales in vehicles from press platform/factory premises for storage of bales in godowns.

**If situation requires on need basis, the following works has to be done.**

Filling, Stacking, De-stacking, Weighment of Cowdy / Ginjump, Empty lint bora restichting, Re-heaping of kapas heap, Re-heaping of cotton seed heap, Turning over of Cotton bales, coverage of Kapas, seed, bales by tarpaulins.

## PART 'C': Safety & Protection of stocks

1. The factory shall take all steps necessary to safeguard the goods of the Corporation in the factory against fire, theft and burglary. For this purpose, the factory shall check electrical appliances and electrical installations periodically and keep firefighting arrangements as required under the tariff, to reduce the insurance premium. If the factory has over-head electric wiring within its premises, it shall arrange at its own cost for underground electric wiring before the commencement of the work of ginning and pressing of the kapas and cotton delivered by the Corporation to the factory.

2. The factory will ensure that no goods belonging to the Corporation such as kapas, cotton, cotton seed, lint, full pressed cotton bales and other goods are allowed to go out of the premises of the ginning and pressing factory without a proper gate-pass duly signed by the Authorized Representative or employee of the Corporation coupled with a gate pass of the factory.

3. The factory will keep adequate staff at the gate of the factory premises for making entries in the register specially maintained for the purpose, of all daily inward and outward movement of kapas, cotton, cotton seed, lint, bardana, pressed bales and other goods. The Manager or any person Incharge of the factory shall cause such report of the said staff to be given to the representative of the Corporation during the course of the day. The representative of the Factory shall reconcile the entries, if any discrepancy is pointed out. The factory shall also give certificate of inward and outward movement separately for kapas, cotton, cottonseeds, lint, bardana, pressed bales and other goods on the basis of the inward and outward register. The factory shall also maintain daily stock register indicating number of bales pressed daily and closing stock. Factory agrees and undertakes to certify the stock of the Corporation jointly with the representatives of the Corporation and to furnish statement of stocks to the Corporation, as and when required.

4. The factory shall not object to the access of any officer of the Corporation from Head Office/Branch Office visiting the factory to the inward and outward register and the gate passes maintained by the person posted at the gate/Gate-keeper and shall handover the register and the gate passes, if required. The register and the gate passes would be returned after getting photocopies in the eventuality of investigation.

5. The factory shall make proper arrangements for protection of the goods of the Corporation against theft, mixing, damage or any other risk by providing safety measures in the factory and shall be fully responsible and liable to make good any loss that the Corporation might suffer on account thereof.

6. The Factory agrees and undertake not to hypothecate, pledge or otherwise encumber or charge the kapas or cotton, whether ginned or unginned, pressed or not, cotton seed and other goods belonging to the Corporation lying in the premises of the factory and shall indemnify and keep indemnified the Corporation against any claim that may be made there to by any other party. The factory shall also not have any lien on the goods of the Corporation.

7. The factory shall under no circumstances, detain any stock of the Corporation or restrict the Corporation from removing its stock out of the factory premises even in case of any dispute.

8. The factory shall take all the safety measures in running the factory and maintain the machines and the factory buildings in accordance with the provisions of the Factories Act and rules made thereunder and any other laws including labour laws and child labour act in force. The factory shall be solely responsible for contravention or non-compliance with provisions of the said Act and the said Rules. The Corporation and/or any of its employee and/or its temporary, casual, skilled or unskilled labour shall not be responsible for any such contravention as it is giving its stocks for processing on job basis only and in no way responsible for maintenance of equipments/machinery/factory.

**PART 'D': Ginning & Pressing rates and release of payment against bills**

1. The ginning and pressing rates shall include all work commencing from unloading of kapas for processing in the factory to loading of bales for dispatching to godowns.Including sample cutting (2 samples to be drawn from each lot of 100 bales). (The detailed scope of work in respect of above is mentioned in Part B point 4 under scope of work).

2. For the described work of ginning and pressing including the inputs of labour and material as per Part D and scope of work mentioned in Part B, point 5. Corporation shall pay to the factory owner the ginning and pressing charges at the following rates:

| S.No. | Particulars | *Rates in Rs. |
|---|---|---|
| 1 | Combined ginning (roller) & pressing rates per bale with iron hoops excluding cost of cloth . | _____ |
| 2 | Combined ginning (roller) & pressing rates per bale with iron hoops including cost of cloth | _____ |
| 3 | Combined ginning (roller) & pressing rates per bale with Polyester strappings excluding cost of cloth | _____ |
| 4 | Combined ginning (roller) & pressing rates per bale with Polyester strappings Including cost of cloth | _____ |
| 5 | Pressing rate per bale with polyester strappings and without including cost of cloth | _____ |
| 6 | Pressing rate per bale with polyester strappings and including cost of cloth | |
| 7 | Pressing rate per bale with iron hoops and without including cost of cloth | _____ |
| 8 | Pressing rate per bale with iron hoops and including cost of cloth | _____ |

**Note: Above rates should be quoted for 12 galas**

- **The specifications for iron hoops (18/19 gauge, 1/2" width)** , polyester strappings (width 19.05 mm,thickness 1.02 mm , conforming to type II of IS 15559:2004, colour green) **, and specification for 100% cotton cloth (20X20 count, 48X40 R&P, 127 cm width, weight 122 gms per SqMetres) should be considered while quoting above rates.**
- **Please strike out whichever is not applicable.**
- **The above rates are inclusive of all expenses, taxes and levies if any by Central / State Government and Local Authorities but excluding GST.**
- **TDS and surcharge as per Income Tax Act shall be deducted by the Corporation.**

It is clearly understood between the parties that the above charges are inclusive of all expenses, taxes and levies, if any, by Central or State Government and local authorities except GST. The Ginning & Pressing Factories Act of 1925 has since been repealed. However, in case any Ginning & Pressing rates are fixed by State Government or any local body, under any Act, then the rate of C.C.I. or the rate fixed by such State Government/Local body, whichever is less, would be paid by C.C.I.

3. The factory will send its bills for Ginning and pressing charges to the Corporation, with a certificate once in a fortnight from the Corporation's representative that the standard of ginning and pressing is according to the prescribed standard. The Corporation shall, after due scrutiny of the bills, make 90% payment of those bills that are passed or accepted by the Corporation to the factory within a fortnight from the date of receipt of the bills by them, if found in order. 10% balance shall be paid after satisfactory completion of entire ginning and pressing work during the season. The Corporation shall release all payments by e payment (RTGS/NEFT etc.). Further, T.D.S. and surcharge as per Income Tax Act shall be deducted by the Corporation.

4. No interest will be paid on EMD and EMD will be refunded after satisfactory completion of work.

5. The Corporation shall have the right to recover any amount outstanding against the factory or any Proprietor or Partner of the factory under any other transaction with the Corporation, from the ginning and/or pressing bills of the factory against the Corporation under this agreement.

6. The factory agrees for deductions in case of non-availability of following infrastructure arrangements as under:-

| SL. NO. | PARTICULARS | DEDUCTIONS PER BALE (IN RS.) |
|---|---|---|
| 01 | BOUNDARY WALL/ WIRE FENCING | **20-00** |
| 02 | PAKKA CEMENTED 1 Ft. RAISED HEAP PLAT FORM FOR MINIMUM 10 DAYS GINNING CAPACITY(up to 12 GINGS MIN 400 BLS CAPACITY FROM 13 TO 18 GINS 500 BLS CAPACITY FROM 18 & ABOVE 800 BLS CAPACITY) | **30-00** |
| 03 | COTTON SEED STORAGE 1 Ft. RAISED CEMENTED PAKKA PLAT FORM | **20-00** |
| 04 | PAKKA PLAT FORM FOR BOUNDARY /FP. BALES 100 EACH | **20-00** |
| 05 | TROLLYS TO CARRY LINT BORAS | **10-00** |
| 06 | COTTON SEED CONVEYOR WITH ELIVATOR SYSTEM | **30-00** |
| 07 | KAPAS CLEANER | **30-00** |
| 08 | LINT OPENER | **50-00** |
| 09 | BALE TOP & BOTTOM TO BE INSERTED IN PATTIES/IMPROPER PACKING OF BALES | **50-00** |
| 10 | WATER HYDRANTS SYSTEM FOR FIRE FIGHTING | **50-00** |

Note : If bales are directly lifted from factory Platform and loading charges are borne by CCI / CCI buyer than necessary deductions as per labour rates of the centre will be made from the G & P bills.

## PART 'E': **Miscellaneous**

1. The Factory shall make its own adequate arrangements for the weighment of the Corporation's kapas, cotton, product and by-product and maintain adequate number of weighing scales duly certified by the Weights & Measures Department of Government. The weighment shall be made in presence of the representative of both the parties hereto. For any adverse weight difference between press weight and delivery weight of FP Bales, the factory is likely to be penalized.

2. The engaged G & P factory shall have to give minimum lint % and maximum trash % / shortages % as follows :

| Sr.No | B.O | Month | Minimum Lint% | Maximum Shortages% | Maximum Trash% |
|---|---|---|---|---|---|
| 1 | Bhilwara | October, 2018 | 33.00 | 2.75 | 2.5 |
| 2 | | November, 2018 | 33.00 | 2.75 | 2.5 |
| 3 | | December, 2018 | 33.50 | 2.50 | 2.5 |
| 4 | | January, ,2019 | 34.00 | 2.25 | 2.5 |
| 5 | | February, 2019 | 34.50 | 2.00 | 2.5 |
| 6 | | March, 2019 | 35.00 | 1.75 | 2.5 |

Note : Above parameters are for kapas purchase up to 12% moisture content.

- In case purchases continue after March, monthly lint % will increase by minimum 0.50% per month and shortages will reduce by minimum 0.25% per month.
- Moisture content in processed FP bales should not exceed 8%.
- In case minimum lint % is not achieved deductions will be made as per value of lint of reduced lint quantity.
- In case maximum shortages are exceeded deductions will be made as per kapas rate of exceeded shortage quantity.
- In case maximum trash % is exceeded deductions will be made on per value of lint on exceeded trash quantity.
- In case maximum moisture % increases deductions will be made as per value of lint of exceeded moisture %.
- Shortages will include cowdy kapas, gin jump or any other miscellaneous items.
- During cotton season 2018-19, CCI will supply FAQ variety of kapas to the G&P factories for processing as per the quality parameters prescribed in the MSP guidelines, a copy of which is attached in the tender document and ginners can inspect the FAQ norms at the time of acceptance of kapas at the factory.
- The Corporation will arrange to lift the fully pressed bales whenever a lot of 100 bales is pressed within next 2 working days from the date of pressing from the factory.
- The Corporation will arrange to lift cotton seed of the concerned heap within 20 days from the last date processing of that heap.
- If Seed buyers do not lift the seed sold to them or if seed is not sold by the Corporation within 15 days, in such case the same seed will be weighed within another 5 days and will be taken in to CCI account. This weight will be final weight of cotton seed for that heap, for calculating shortage.

The corporation shall reserve the right to inspect the above parameters through its visiting officers and improvement if any, in this will have to be agreed by the G & P factory for further purchases and concerned heaps.

3. The factory should also ensure that there are no yellow pickings, cut seeds / full seeds etc. in the bales processed by them. In case lint % is less and trash % is more than prescribed limits proportionate recovery will be made based on the prevailing market rate of lint, as decided by the corporation, from ginner's bills, security deposit/EMD.

4. The Moisture content in FP bales after processing should not exceed 8%.In case more than prescribed limits proportionate recovery will be made based on the prevailing market rate of lint, as decided by the corporation, from ginner's bills, security deposit/EMD.

5. The staff and labour employed by the factory in connection with the running of the factory is governed by the Law, Rules and regulations relating to industrial relations, labour laws and child labour act in force. The Corporation and/or any of its employee and/or its temporary, casual, skilled or unskilled labour shall not be responsible for any such contravention. The Corporation shall also not be liable to such staff or for wages, compensation, and damages or in any other manner. The factory shall indemnify the Corporation from and against all risks, claims, demands, orders and judgments in this regard. Further the factory should ensure that they have been allotted Provident Fund Code Number and to this effect produce a certified copy of the letter issued by the Regional Provident Fund Commissioner allotting the code number to the factory.

6. In the event of delay in the Ginning or pressing work by the factory due to breakdown of machinery, the Corporation will have the right to remove the stock of the cotton or kapas to any other factory and the factory (i.e. the second party hereto) shall not have any right to object to the same. In such event, the factory will be liable to make good all consequential loss and damage including the transportation charges and insurance charges that may have to be incurred or suffered by the Corporation.

7. Wherever processing cycle and Performa expenses are increased due to the fault of G&P factory like technical problem, machinery breakdown, labour shortage, late turn etc. then in such cases, the Corporation shall be entitled to recover losses caused by such delays including overhead expenses from G&P factory.

8. This agreement does not bind the Corporation to offer the whole or any part of its ginning and pressing work to the factory. The Corporation may offer the work of processing to the factory at its own convenience on the basis of circumstances prevailing and the factory shall have no right to claim work from the Corporation.

9. The Corporation shall cover the fire risk of their stocks in the G&P Factory and in case of any fire incidence; the claim will be lodged on the concerned insurance company.

10. In case of fire in the stocks of the Corporation in the Ginning and Pressing factory, the bill for the concerned heap will not be settled until fire claim is received from concerned Insurance Company.

11. The Corporation reserves the right to withdraw its ginning or pressing work or terminate this agreement without assigning any reason.

12. Since the Corporation shall be delivering its kapas and cotton for processing, cleaning, handling, segregating of variety, ginning, pressing, packing and baling as the job work to the factory under this agreement, it shall be the responsibility of the factory to make all the necessary arrangements for that purpose and sincerely comply with all the clauses of this agreement. In case of failure or lack of attention on the part of the factory at any point, the factory shall make good the loss to the Corporation.

13. The factory is a company/partnership/proprietary/joint family concern. Copies of documents evidencing this fact are annexed hereto.

14. The ginning and pressing factory is held by the factory as the owner/a lessee/a licensee. A copy of documents by which this status was created is/are annexed hereto.

15. This agreement is being executed by Shri ---------- on behalf of the factory 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.

16. 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 BHILWARA only.

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

THE COTTON CORPORATION OF INDIA LIMITED.

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

duly authorised in that behalf in the presence of :

---------- (THE FACTORY)

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

Signature ----------

By Shri ---------- (Licensee/lessee)

Signature ----------

duly authorised 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----------

----------Factory----------

---------- 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.20__ - __ & 20__ - __ separately for the amount of Income Tax deducted at source (T.D.S).

For_____

_____