GST: 36AAACT4053B3ZR

भारतीय कपास निगम लिमिटेड
एक मिनी रत्न कंपनी (भारत सरकार का उपक्रम – वस्त्र मंत्रालय के अंतर्गत)
THE COTTON CORPORATION OF INDIA LIMITED
A Mini Ratna Company (Government of India Undertaking - Ministry of Textiles)
शाखा कार्यालय: मंगलमूर्ति टावर, पहली मंजिल, सिनेमा रोड, आदिलाबाद - 504 001, तेलंगाना
Branch Office, Mangalmurthy Tower, 1st Floor, Cinema Road,
Adilabad – 504 001, Telangana.
Ph: 08732-226538/226708, E-mail: adilabad@cotcorp.com

No: CCI/ADB/Mktg./G&P/2024-25 **Date 09th August 2024**

TENDER NOTICE

The Cotton Corporation of India Ltd, Adilabad (TS) invites center wise Tenders in Two Bid System (Technical Bid-I and Financial Bid-II) from reputed Ginning & Pressing Factories for the Cotton Season 2024-25 in respect of Ginning & Pressing work at the following proposed Centers in E-tender mode.

Adilabad-A, Adilabad-B, Kumrambheem(Asifabad), Bela, Bellampally, Bhainsa, Boath, Chennur, Echoda, Gudihatnoor, Indaram, Indervelly, Jainoor, Kondapally, Koutala, Kubeer, Luxittipet, Madnoor, Narnoor, Neradigonda, Nirmal, Pochera, Sarangpur, Sonala & Wankidi.

Tenderer should ensure the holding of Provident Fund Code No. from the appropriate authority.

The bidder shall be registered for each center with CCI for participation. For each center bidder has to bid separately. The Technical Bid shall be opened on 30.08.2024 at 12:15 hrs and Financial Bid will be opened on 06.09.2024 at 12:00 hrs.

Before engagement of ginning pressing factories survey will be made by the branch to ensure fulfillment of minimum requirement.

1. For participating in E-tender, bidders have to register on website http://cotcorp.enivida.com
2. Participants should ensure having digital signature with specifications: class/type 3 with signing. Encryption and decryption facility.
3. For participating in E-Tender, interested Bidders shall have to deposit one-time Registration Fee of Rs. 2000/- +GST (valid for Three years), Processing Fee of Rs. 750/-+GST and Earnest Money Deposit (E.M.D) of Rs. 50,000/-(Rupees fifty thousand only) separately per Tender. All the above payments by the Bidder shall have to be paid while applying for e-tender on online e-tendering portal i.e. cotcorp.enivida.com after login.
4. The bidders which falls under Micro and Small Enterprises (M.S.E) category and are registered bidders with MSE authorities are exempted from EMD on production of valid MSE certificate along with Technical bid. The MSE certificate should be relevant to the nature of work of the tender.

(Deputy General Manager)

(TECHNICAL BID)

(Annexure- I)

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

Tender for Job Work of Modern Ginning & Pressing for Cotton Season 2024-25

PART-I

1.	Name of the centre :	_____
2.	Full Name of the factory, Address with Pin code, Telephone/Mobile/ E-Mail	_____ _____ _____ _____
3.	Date of Establishment/Incorporation.	_____ _____
4.	Whether Factory is MSE or not : (Please tick (✓) whichever is applicable and if Yes, attach valid certificate)	Yes No
5.	If MSE is women entrepreneur	Yes No
6.	If MSE whether under SC/ ST category : (if Yes, Pls. attach concerned valid certificate).	Yes No
7.	Star Rating Certificate from Textile Committee (if applicable)	Yes No
8.	Whether Factory is registered under Better Cotton Initiative (BCI) or not : (Please tick (✓) whichever is applicable and if Yes, attach valid certificate)	Yes No
9.	NOC from District Fire & Emergency Officer (If applicable as per state Govt. Act.)	Yes No
10.	Constitution – Company / Partnership / Sole Proprietary/HUF etc.	_____
11.	Name of the Directors/partners and their occupation.	1. _____ 2. _____ 3. _____

12. Name and address of the sister concern, if any. _____
_____

13. Name of Proprietor or Active Partner. _____

14. Name of Factory Manager/Other Responsible person, along with Tel. No. _____

15. P.F. Code No.
(Please attach certificate issued by Regional Provident Fund Commissioner) _____

16. PAN from Income Tax Department (Attach Copy) _____

17. GST No. _____.

18. Whether factory has sufficient Managerial, Supervisory & Technical staff Yes No

19. Details of processing of bales during last three years

	2021-22	2022-23	2023-24
i) For CCI	---------	---------	---------
ii) Own	---------	---------	---------

20. 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

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

Sr. No.	PARTICULARS	YEAR 2021-22		YEAR 2022-23		YEAR 2023-24	
		NOS.	LOSS	NOS.	LOSS	NOS	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						

22. Details of heap platforms/ F.P bales shed available in factory and to be offered to CCI free of cost.

Particulars	Availability		Allotment to CCI	
	No.	Capacity	No.	Capacity
Kapas Heap Platforms with shed				
Kapas Heap Platforms without shed				
Cotton Seed Platforms with shed				
Cotton Seed Platforms without shed				
FP Bales with shed				
FP Bales without shed				

23. EMD Details

UTR Number ----------

Name of Bank ----------

Amount ----------

PART-II

MANDATORY PARAMETERS REQUIRED FOR ENGAGEMENT OF G & P FACTORY

S.No	Item	Mandatory 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 with equivalent processing capacity of 3-4 bales per hour.	Available ☐ Not- Available ☐
2	Precleaner	Cleaner with capacity to suit the processing speed of the ginning machines.	Available ☐ Not- Available ☐
3	Lint Cleaner	Cleaner with capacity to suit the processing speed of ginning machines.	Available ☐ 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 ☐ Not- Available ☐
5	Lint Conveyor System	Mechanical / Pneumatic Conveyor (i) from Gins to Lint Cleaner; (ii) from Lint Cleaner to Bale Press box (direct feeding of cotton from Lint Cleaner to Press box permitted)	Available ☐ 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 ☐ Not- Available ☐
7	Conveyor for Seed	Automatic Conveyor from gins to Seed Platform	Available ☐ Not- Available ☐

8	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 ☐ Not- Available ☐
9	Underground Wiring	All high tension and low tension wires/cables to be under-ground	Available ☐ Not- Available ☐
10	Weigh Bridge	Capacity: 20 tons/ 5 tons depending on local needs (Not required if the facility is available nearby)	Available ☐ Not- Available ☐
11	Pucca Platform for Kapas with shed	Raised platform with a minimum of 5,000 sq. ft. area. (If shed is not available, deduction shall be made as per the standard rate mentioned in Annexure-A)	Available ☐ Not- Available ☐
12	Pucca Seed Platform with shed.	Raised, platform of minimum 1000 sq. ft. area. (If shed is not available, deduction shall be made as per the standard rate mentioned in Annexure-A)	Available ☐ Not- Available ☐
13	Bale Storage Space	Platform with cemented floor adjoining Press Hall and admeasuring a minimum area of 600 sq. ft.	Available ☐ Not- Available ☐
14	Road	Road with at least 10 ft. width.	Available ☐ Not- Available ☐
15	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. (If Wires mesh fence or barbed wire fence, deduction shall be made as per the standard rate mentioned in Annexure-A)	Available ☐ Not- Available ☐

16	CCTV cameras in G & P Factory at given locations with 30 days back up facility *	Location of CCTV Camera in G & P Factory:- 1. Factory Weighbridge 2. Path from Weigh Bridge to Factory entry gate. 3. Entry Gate. 4. Kapas Platform. 5. Gin Hall. 6. Press Hall 7. Exit gate. 8. Cotton Seed Platform *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.	Available ☐ Not- Available ☐
17	TSRS PORTAL *	Registration Detail of TSRS Portal (Textile Statistical Returns System) * If TSRS Portal Registration 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.	Available ☐ Not- Available ☐

PART-III

Scope of Work

1. 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.

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 ± 10 kgs for all months.

Formula for calculation of deduction on account of less press weight than 160 qtls is Amount of deduction = $\frac{(170 - \text{Average lot Press Weight})}{100} * \frac{\text{G\&P Rates per bale}}{1.7} * \text{No of Bales in a lot}$

Iron Hoops:- Bales should be fully covered and wrapped with new iron hoops(18/19 gauge, 1/2" width) to be arranged by the ginning & Pressing factory and with 100 %age cotton cloth (20X20 count, 48X40 R&P, 127 cm width, weight 122 gms per Sq.Metres) with stitching and covering of bales from all sides including top and bottom and it's by a cotton thread/twin evenly spaced and properly made.

Or

Polyester Strappings:- Bales should be fully covered and wrapped with new polyester strappings (width 19.05 mm, thickness 1.27 mm , conforming to type II of IS 15559:2004, colour green as per BIS standard with IS marka clearly visible in the polyester strips at maximum interval of 30 inches to be arranged by the ginning & Pressing factory and with 100 %age cotton cloth (20X20 count, 48X40 R&P, 127 cm width, weight 122 gms per Sq.Metres) with stitching and covering of bales from all sides including top and bottom and it's by a cotton thread/twin evenly spaced and properly made.

Or

GI Wires:- Bales should be fully covered and wrapped with new GI wire with BIS No:- IS 280:2006, Material:- Galvanized High strength steel Wire (G.I),Surface:- Galvanized (Hot-dip or eletro Galvanized),Diameter:- 2.10mm/2.30mm, Bale ties length:-73 Inches,Tensile:-170-175 Kg/Sqmm) with IS marka clearly visible in the GI Wire at maximum interval of 30 inches to be arranged by the ginning & pressing factory and with 100 %age cotton cloth (20X20 count, 48X40 R&P, 127 cm width, weight 122 gms per Sq.Metres) with stitching and covering of bales from all sides including top and bottom and it's by a cotton thread/twin evenly spaced and properly made.

The distance between two stitches shall not exceed 30 mm. The Gap between two patties should be uniform and there should be no bulging of bales at ends. If necessary factory should use extra iron hoops/Plastic strips /GI wire to avoid bulging of bales. Besides handling of lint stocks beginning from opening of lint boras/boundaries till stacking of bales after marka and weighment (including re-checking of weight by CCI Officials) 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. Any extra labour required to be deployed in the course of pressing of bales and in emergencies and natural calamities like rain, lightening, thunder, cyclone etc. 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.

If requires, 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.

For cotton Seed Delivery

1. To enable the delivery of Cotton Seed of CCI, generally the labourers are arranged by the factories for the seed buyers. Therefore, it will be the responsibility of the factory to provide adequate labour for filling, loading & packing of cotton seed in bora/bardana. In case any complaint is received from seed buyer about exorbitant charges for delivery of cotton seed, CCI can intervene and take up the matter with respective factory for reasonable rates, so as to avoid any inconvenience and hardship to CCI cotton seed buyers.
2. It would be the responsibility of the factory to arrange proper packing of cotton seed in bardana/bora.
3. Delivery of cotton seed should be made preferably within 24Hrs from the time of arranging lorry in the factory by the cotton seed buyer.

Allocation of Work

1. L1 factory shall be considered for hiring provided it fulfills 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 highest to lowest order of weightage point obtained in part IV of technical bid. Further, if weightage are equal between two or more factories, then the factories would be engaged in order of oldest Date of establishment/incorporation.

   The factories should fill the parameters mentioned in part IV which shall be subject to the verification by CCI during survey. The factories should fill up all the information in part IV. Weightage will be considered as zero for the unfilled items.

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:

Part IV

Weightage Sheet				
Sr.No	**Particulars**		**Weightage Points**	**Tick The Relevant Box**
1	Hot Box (Hooper Storage Box) / Suction System	Available	10	
		Not Available	0	
2	Kapas Pre Cleaner	More than 4 Roller	10	
		Up to 4 roller	5	
3	Lint Cleaner	More than 4 roller	10	
		Up to 4 roller	5	
4	Fire detector & diverter system After Ginning	Available	10	
		Not Available	0	
5	Bales Pressing System	Double Press	10	
		Single Press	5	
6	Online Electronic Weighment System immediately after pressing of Bales	Available	10	
		Not Available	0	
7	Bale Storage Space (Platform area)	More than 2500 Sqft Area	10	
		Up to 2500 Sqft Area	5	
8	Star Rating	5 Star Rating	10	
		4 Star Rating	8	
		3 Star Rating	6	
		2 Star Rating	4	
		1 Star Rating	2	
		Not Available	0	
9	Number of Hydrant with pipe size	6 Nos more than 2 inches	10	
		6 Nos upto 2 inches	5	
10	Electrical Backup System for G&P work.	Available	10	
		Not Available	0	
11	CC Road	Available	10	
		Not Available	0	
13	Pucca Platform for kapas with shed Raised platform with a minimum of 5,000 Sq.ft.area.	More than 5000 Sq ft	10	
		Upto 5000 Sq ft	0	
14	Seed Platform with shed Raised platform of minimum of 1,000 Sq.ft.area.	More than 1000 Sq ft	10	
		Upto 1000 Sq ft	0	

DEDUCTIONS FOR NON -AVAILABILITY OF FOLLOWING INFRASTRUCTURE

ANNEXURE-"A"

SL. NO.	PARTICULARS	DEDUCTIONS PER BALE (IN RS.)
1	KAPAS PLATFORM WITH SHED	20-00
2	SEED PLATFORM WITH SHED	20-00
3	BALE TOP & BOTTOM TO BE INSERTED IN PATTIES/IMPROPE PACKING OF BALES	50-00
4	MASONRY / PUCCA BOUNDREY WALL	20-00
5	RATES QUOTED LESS THAN 12 GALA PRESS	70-00

WE AGREE WITH THE G&P RATES DECIDED SUBJECT TO ABOVE DEDUCTIONS.

Signature

Name of the Authorized Signatory

Address of the factory with seal

Date:

(To be given on the printed letter head of the factory)

To,
The Branch Manager,
The Cotton Corporation of India Ltd,
Adilabad (TS).

Subject : Authority letter for negotiation/finalization of Ginning & Pressing rates and capacity for cotton season 2024-25.

Sir,

We hereby authorize Shri---------- (Name), ---------- (Designation) on behalf of our Factory M/s.---------- (name of the factory) for negotiation and finalization of Ginning & Pressing rates for cotton season 2024-25.

Further, we submit that we are a sole proprietary/partnership/company/HUF and we have full authority to authorize Shri ---------- as our representative whose specimen signatures are given herein below.

(----------)
Specimen signature

We agree to all terms and conditions of the Tender.

Thanking you,

Yours faithfully,

(Signature of the authorized signatory)

Name & Designation----------

Name of the Factory----------

Seal of the Factory----------

Date----------

SPECIMEN

REQUIRED ENCLOSURES MUST BE SELF ATTESTED

1. Photo Copy of PAN No. from Income Tax Department.
2. Photo Copy of P.F. Code No. (PF Certificate)
3. Photo copy of GST Registration No.
4. Photo Copy of NOC from District Fire & Emergency Officer, or proof of applied for fire NOC (if applicable as per state Govt. Act.)
5. Photo Copy of Factory License or proof of applied for factory license (If applicable)
6. Photo Copy of Star Rating Certificate from Textile Committee, (if applicable)
7. Bank Account No., Bank Branch Name, RTGS Code on Factory letter head.
8. Photo Copy of Valid MSE Certificate, if applicable.
9. Authority Letter, if applicable
10. Photo Copy of memorandum of association/Article of association, if applicable
11. Photo Copy of Partnership deed, if applicable
12. Photo Copy of Lease deed, if applicable.
13. Photo copy of Better Cotton Initiative certificates, if applicable.
14. Copy of proof of online payment of EMD.

Tender for Job Work of Ginning & Pressing for Cotton Season 2024-25

TERMS AND CONDITIONS

i) The tender duly filled in all respects and signed by the Authorized Signatory, should be submitted within the stipulated time and date.

ii) Tenderers will have to deposit **Rs.50000/- (Rs. Fifty thousand only)** as EMD by way of online payment. The bidder which falls under MSE and are registered with MSE authorities are exempted from EMD on production of valid MSE certificate along with Technical bid; however security deposit of Rs. 50,000/- has to be deposit in branch office by successful bidders before signing of agreement. No interest will be paid on EMD/Security Deposit.

iii) For Making Online payments bidders should deposit amount while applying for e-tender on online e-tendering portal i.e. cotcorp.enivida.com after login.

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

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

vi) G&P factories having legal dispute continuing /pending with the Cotton Corporation of India Ltd as well due payable by the G&P Factories is not eligible to participate.

vii) CCI will engage only those G&P Factories which undertake to place pheromone traps at kapas heap & seed Heap.

viii) L1 factory shall be considered for hiring provided it fulfills 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 highest to lowest order of weightage point obtained in part IV of technical bid. Further, if weightage are equal between two or more factories, then the factories would be engaged in order of oldest Date of establishment/incorporation.

The factories should fill the parameters mentioned in part IV which shall be subject to the verification by CCI during survey. The factories should fill up all the information in part IV. Weightage will be considered as zero for the unfilled items.

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

Sr. No.	B.O.	Month	Minimum Lint %
1	Adilabad	October – 2024	31.15
		November – 2024	31.45
		December – 2024	32.05
		January – 2025	32.75
		February – 2025	33.35
		March – 2025	33.70
		April-2025	34.05

x) 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.

Note

1. Above parameters are for kapas purchase up to 12 %age moisture content.
2. As regards lint %age and Trash %age the parameters fixed for April, 2025 will continue, if procurement go beyond April 2025 up to September 2025.
3. Shortage is a factor of degree of moisture, cowdy, micro dust etc. in seed cotton which varies from time to time and hence shortage will be budgeted by CCI field officer based on the above factors heap wise on realistic basis from time to time.
4. Trash %age for modern G&P factories should be maximum 2.5 %age in all months

xi) Moisture in the bales will depend on actual moisture loss after processing seed cotton (kapas) by the factory vis actual moisture before processing of heap.

xii) 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 %age is less and trash %age is more than prescribed limits proportionate recovery will be made based on the padta of concern heap of CCI, from ginner's bills, security deposit/EMD and other amount.

xiii) The tenderer will have to comply with any subsequent amendment of law / gazette notification given by Govt. of India.

xiv) 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.

xv) 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.

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

xvii) The factory should provide one computer with printer along with internet connection in the factory.

xviii) If there is further need of processing facilities in such cases Corporation may call fresh tender for engaging of additional factories for the centre.

xix) Once the bid is submitted it will be treated as the terms & conditions are accepted by the bidders.

xx) 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.

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:

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

UNDERTAKING.

I/We hereby undertake to place sufficient No's of pheromone traps at kapas heaps & Seed heaps throughout the processing of CCI stocks.

Signature

Name of the Authorized Signatory

Address of the factory with seal

Date:

(FINANCIAL BID)

(Annexure- II)

(TO BE SUBMITTED ON LETTERHEAD OF G&P FACTORY) **Part "A"**		
Sr. No.	**Particulars**	**Rates in Rs.**
1	Combined ginning (DR) & pressing rates per bale with Polyester strappings Including cost of cloth.	_____

N.B. 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 in Part III of technical bid.

Note:

- If Pressing is of Iron Hoops Rs 60/- per bale will be given extra on the ginning & pressing rates fixed.
- If Pressing is of GI wires Rs.10/- per bale will be given less on the ginning & pressing rates fixed.
- If repressing of bales work is carried out then 30 %age of G&P charges will be given.
- The specifications for iron hoops (18/19 gauge, 1/2" width) , polyester strappings (width 19.05 mm, thickness 1.27 mm , conforming to type II of IS 15559:2004, colour green) as per BIS standard with IS marka clearly visible in the polyester strips at maximum interval of 30 inches. Specification for GI wire with BIS No:- IS 280:2006, Material:- Galvanized High strength steel Wire (G.I),Surface:- Galvanized (Hot-dip or eletro Galvanized),Diameter:- 2.10mm/2.30mm, Bale ties length:-73 Inches,Tensile:-170-175 Kg/Sqmm) with IS marka clearly visible in the GI Wire at maximum interval of 30 inches and specification of 100 %age cotton cloth (20X20 count, 48X40 R&P, 127 cm width, weight 122 gms per SqMetres) should be considered while quoting above rates.

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 Direct Tax / Indirect Tax authorities 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:

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

AGREEMENT FOR ENGAGING GINNING AND PRESSING FACTORY FOR COTTON SEASON 2024-25

An Agreement made at ---------- this _____ day of _____ (Year) between the Cotton Corporation of India Limited, a company registered under the Companies Act, 2013 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 2024-25 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 by the Factory. Further, the factory 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 expensesThe factory shall provide to the Corporation heap platforms/sheds free of cost, as under:

	Availability		Allotment to CCI	
	No.	Capacity	No.	Capacity
Kapas Heap Platforms with Shed	---	----------		-----
Kapas Heap Platforms without Shed	---	----------		-----
Cotton Seed Platform with Shed	---	----------		-----
Cotton Seed Platform without Shed	---	----------		-----
FP Bales With Shed	---	----------		-----
FP Bales without Shed	---	----------		-----

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.

2. 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.

3. The engaged G&P factory shall have to give minimum lint %age as follows :

Sr. No.	B.O.	Month	Minimum Lint %
1	Adilabad	October – 2024	31.15
		November – 2024	31.45
		December – 2024	32.05
		January – 2025	32.75
		February – 2025	33.35
		March – 2025	33.70
		April-2025	34.05

Note:

- As regards lint %age and Trash %age the parameters fixed for April, 2025 will continue, if procurement go beyond April 2025 up to September 2025.
- Shortage is a factor of degree of moisture, cowdy, micro dust etc. in seed cotton which varies from time to time and hence shortage will be budgeted by CCI field officer based on the above factors heap wise on realistic basis from time to time.
- Trash %age for modern G&P factories should be maximum 2.5 %age in all months.
- During Cotton Season 2024-25, 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 shall reserve the right to inspect the above parameters through its visiting officers and improvement if any, will have to be agreed by the G & P factory for further purchases and concerned heaps.

4. Moisture in the bales will depend on actual moisture loss after processing seed cotton (kapas) by the factory vis actual moisture before processing of heap.

5. In case minimum lint %age is not achieved deduction will be made as per value of lint of reduced lint quantity based on padta of concerned heap of CCI.

6. In case maximum trash %age is exceeded deductions will be made as per value of lint on exceeded trash quantity as per padta of concerned heap of CCI.

7. The factory should also ensure that there are no yellow pickings, cut seeds / full seeds etc. in the bales processed by them.

8. 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.

9. The Corporation will arrange to lift cotton seed of the concerned heap within 20 days from the last date of 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.

10. 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.

11. 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.

12. 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.

13. 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.

14. 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.

15. 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.

16. 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.

17. 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.

18. 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 ± 10 kg may be allowed for all the months. Deductions will be made from ginning & pressing charges if the average net weight of a lot is less than 160 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.

    Formula for calculation of deduction on account of less press weight than 160 qtls is Amount of deduction = (170 - Average lot Press Weight) / 100 * G&P Rates per bale / 1.7 * No of Bales in a lot

2. **Iron Hoops:-** Bales should be fully covered and wrapped with new iron hoops(18/19 gauge, 1/2" width) to be arranged by the ginning & Pressing factory and with 100 %age cotton cloth (20X20 count, 48X40 R&P, 127 cm width, weight 122 gms per Sq.Metres) with stitching and covering of bales from all sides including top and bottom and it's by a cotton thread/twin evenly spaced and properly made.

3. **Polyester Strappings:-** Bales should be fully covered and wrapped with new polyester strappings (width 19.05 mm, thickness 1.27 mm , conforming to type II of IS 15559:2004, colour green as per BIS standard with IS marka clearly visible in the polyester strips at maximum interval of 30 inches to be arranged by the ginning & Pressing factory and with 100 %age cotton cloth (20X20 count, 48X40 R&P, 127 cm width, weight 122 gms per Sq.Metres) with stitching and covering of bales from all sides including top and bottom and it's by a cotton thread/twin evenly spaced and properly made.

4. **GI Wires:-** Bales should be fully covered and wrapped with new GI wire with BIS No:- IS 280:2006, Material:- Galvanized High strength steel Wire (G.I),Surface:- Galvanized (Hot-dip or eletro Galvanized),Diameter:- 2.10mm/2.30mm, Bale ties length:-73 Inches,Tensile:-170-175 Kg/Sqmm) with IS marka clearly visible in the GI Wire at maximum interval of 30 inches to be arranged by the ginning & pressing factory and with 100 %age cotton cloth (20X20 count, 48X40 R&P, 127 cm width, weight 122 gms per Sq.Metres) with stitching and covering of bales from all sides including top and bottom and it's by a cotton thread/twin evenly spaced and properly made.

    The distance between two stitches shall not exceed 30 mm. The Gap between two patties should be uniform and there should be no bulging of bales at ends. If necessary factory should use extra iron

hoops/Plastic strips/GI Wires to avoid bulging of bales. Besides handling of lint stocks beginning from opening of lint boras/boundaries till stacking of bales after marka and weighment (including re-checking of weight by CCI Officials) 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. Any extra labour required to be deployed in the course of pressing of bales and in emergencies and natural calamities like rain, lightening, thunder, cyclone etc. 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.

5. 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.

6. 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. As per requirement of corporation, Factory shall affix canvas stickers on the bales in lieu of ink marka.

7. If cloth will be supplied by CCI and the quantity of cloth per bale would be maximum up to 3.70 meters for 12gallas and maximum up to 3.50 meters for less than 12 gallas whichever is less for the purpose of packing of CCI cotton bales, which will be inclusive of wastage and packing of two samples per lot. If any extra quantity of cloth is consumed by the factory, the factory shall make good the losses to the corporation as determined by the corporation.

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 & heaping. Further, grading work is also included i.e., work of picking foreign material, Yellow/Black cowdy, other contaminants and Misc. and also Pala at the time of cutting of Kapas Bags /Boras, work for Bura/Kapas picking and cleaning of Gin Jump & Misc. work, work for sweeping & Picking of kapas in the factory and workers /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.

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 ± 10 kgs for all months.

Formula for calculation of deduction on account of less press weight than 160 qtls is Amount of deduction = $\frac{(170 - \text{Average lot Press Weight})}{100} * \frac{\text{G\&P Rates per bale}}{1.7} *$ No of Bales in a lot

Iron Hoops:- Bales should be fully covered and wrapped with new iron hoops(18/19 gauge, 1/2" width) to be arranged by the ginning & Pressing factory and with 100 %age cotton cloth (20X20 count, 48X40 R&P, 127 cm width, weight 122 gms per Sq.Metres) with stitching and covering of bales from all sides including top and bottom and it's by a cotton thread/twin evenly spaced and properly made.

Polyester Strappings:- Bales should be fully covered and wrapped with new polyester strappings (width 19.05 mm, thickness 1.27 mm , conforming to type II of IS 15559:2004, colour green as per BIS standard with IS marka clearly visible in the polyester strips at maximum interval of 30 inches to be arranged by the ginning & Pressing factory and with 100 %age cotton cloth (20X20 count, 48X40 R&P, 127 cm width, weight 122 gms per Sq.Metres) with stitching and covering of bales from all sides including top and bottom and it's by a cotton thread/twin evenly spaced and properly made.

GI Wires:- Bales should be fully covered and wrapped with new GI wire with BIS No:- IS 280:2006, Material:- Galvanized High strength steel Wire (G.I),Surface:- Galvanized (Hot-dip or eletro Galvanized),Diameter:- 2.10mm/2.30mm, Bale ties length:-73 Inches,Tensile:-170-175 Kg/Sqmm) with IS marka clearly visible in the GI Wire at maximum interval of 30 inches to be arranged by the ginning & pressing factory and with 100 %age cotton cloth (20X20 count, 48X40 R&P, 127 cm width, weight 122 gms per Sq.Metres) with stitching and covering of bales from all sides including top and bottom and it's by a cotton thread/twin evenly spaced and properly made.

The distance between two stitches shall not exceed 30 mm. The Gap between two patties should be uniform and there should be no bulging of bales at ends. If necessary factory should use extra iron hoops/Plastic strips/GI Wire to avoid bulging of bales. Besides handling of lint stocks beginning from opening of lint boras/boundaries till stacking of bales after marka and weighment (including re-checking of weight by CCI Officials) 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. Any extra labour required to be deployed in the course of pressing of bales and in emergencies and natural calamities like rain, lightening, thunder, cyclone etc. 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.

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.

For cotton Seed Delivery

1. To enable the delivery of Cotton Seed of CCI, generally the labourers are arranged by the factories for the seed buyers. Therefore, it will be the responsibility of the factory to provide adequate labour for filling, loading & packing of cotton seed in bora/bardana. In case any complaint is received from seed buyer about exorbitant charges for delivery of cotton seed, CCI can intervene and take up the matter with respective factory for reasonable rates, so as to avoid any inconvenience and hardship to CCI cotton seed buyers.

2. It would be the responsibility of the factory to arrange proper packing of cotton seed in bardana/bora.

3. Delivery of cotton seed should be made preferably within 24Hrs from the time of arranging lorry in the factory by the cotton seed buyer.

Allocation of Work

1. L1 factory shall be considered for hiring provided it fulfills 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 order of ranking obtained in part IV of technical bid. Further, if weight are equal between two or more factories, then the factories would be engaged in order of oldest Date of establishment/incorporation.

   The factories should fill the parameters mentioned in part IV which shall be subject to the verification by CCI during survey. The factories should fill up all the information in part IV. Weightage will be considered as zero for the unfilled items.

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 Fire, rains, theft, mixing, damage or any other risk by providing safety measures in the factory and also by arranging & covering CCI stock such as kapas heap, cotton seed, cotton bales

with adequate number of tarpaulin. The factory 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 there under 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. Violation of any such rules will invoke penal action on the factory as per laws. 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.

9. The CCTV system installed in the Ginning & Pressing unit should have a minimum backup of 30 days and should be made available to the representative of the corporation as an when required by the Corporation. Ginning & pressing factory should ensure that the CCTV system is working smoothly at all points of time.

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 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. Corporation shall pay to the factory owner the ginning and pressing charges at the following rates:

Part "A"		
S. No.	**Particulars**	**Rates in Rs.**
1	Combined ginning (DR) & pressing rates per bale with Polyester strappings Including cost of cloth.	_____
N.B. Rates quoted should be for 12 gala press.		

Note:

- If Pressing is of Iron Hoops Rs 60/- per bale will be given extra on the ginning & pressing rates fixed.
- If Pressing is of GI wires Rs.10/- per bale will be given less on the ginning & pressing rates fixed.
- If repressing of bales work is carried out then 30 %age of G&P charges will be given.

- The specifications for iron hoops (18/19 gauge, 1/2" width) , polyester strappings (width 19.05 mm, thickness 1.27 mm, conforming to type II of IS 15559:2004, colour green as per BIS standard with IS marka clearly visible in the polyester strips at maximum interval of 30 inches. Specification for GI wire with BIS No:- IS 280:2006, Material:- Galvanized High strength steel Wire (G.I),Surface:- Galvanized (Hot-dip or eletro Galvanized),Diameter:- 2.10mm/2.30mm, Bale ties length:-73 Inches,Tensile:-170-175 Kg/Sqmm) with IS marka clearly visible in the polyester strips at maximum interval of 30 inches and specification of 100 %age cotton cloth (20X20 count, 48X40 R&P, 127 cm width, weight 122 gms per Sq Metres) should be considered while quoting above rates.
- 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 %age 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 %age 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. 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.

PART 'E': Miscellaneous

1. All the Terms & Condition of the tender forms a part of this agreement.

2. 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.

3. The Ginning & Pressing factory should display loading charges of labour pertaining to cotton seed at the entrance in the factory which should be in conformity with the rates finalized in the tender which will be paid directly by the cotton seed buyer to the G&P Factory.

4. 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. Violation of any such rules will invoke penal action on the factory as per laws. 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.

5. CCTV system should be functional at all time and if any failure is noticed, alternative arrangements for recording should be done immediately.

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 proforma 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, the Corporation may not unload further stock in the factory for processing until the fire insurance claim is received from concerned insurance factory.

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 should provide one computer with printer along with internet connection in the factory.

14. The factory will have to comply with any subsequent amendment of law / gazette notification given by Govt. of India.

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

16. 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.

17. 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.

18. 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 -------- 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. 2022-2023 & 2023-2024 separately for the amount of Income Tax deducted at source (T.D.S).

- Our P F Code registration No. is _____(Photocopy enclosed).

- Our Factory PAN No. is _____ (Photocopy enclosed).

19. Our Factory is registered with MSE
    (If yes then photo copy enclosed)

YES	NO

20. GST No (Please enclose Certificate) _____

21. (If applicable) Fire Safety Audit Certificate / Acknowledgement of the application obtained from the specified agency as notified by the Director of Fire services under the provisions of ____ Fire Prevention and Life Safety measures Act____.(Please enclose the LATEST copy of the same)

For_____

_____

_____