# भारतीय कपास निगम लिमिटेड

**THE COTTON CORPORATION OF INDIA LIMITED**

(भारतसरकारकाएकउपक्रम) (A Government of India Undertaking)

CIN: U51490MH1970GOI014733

शाखाकार्यालय: भवननारायणनिलयमनिवास, होटलज्योतिमहलकेपास,कँनवेन्टरोड,रायगडा765001 –

BRANCH OFFICE: BHAVAN NARAYAN NILYAM NIVAS, NEAR JYOTI MAHAL HOTEL, CONVENT ROAD,RAYAGADA-765001, ODISHA.

दूरभाषसंख्याTel No: 06856-224616, फैक्ससंख्या Fax No: 06856-226013,

वेबसाइट Website: www.cotcorp.org.in , ईमेलE-mail – rayagada@cotcorp.com,

वस्त्रमंत्रालय)भारतसरकार (

Ministry of Textiles (Govt. of India), Web site : www.ministryoftextiles.gov.in


**REF:CCI/MKTG( TRANSP.)/37/2019-20/** **Date : 24.01.2020**

## परिवहन के लिए अल्पावधि पुन :निविदा सूचना

## SHORT TERM RE-TENDER NOTICE FOR TRANSPORTATION

Sealed Tenders are invited from reputed transporters for Transportation of F.P. Cotton Bales from various Ginning & Pressing Factories/Godown/RMC Yard at processing centers to CWC/SWC/RMC/Coop./Pvt.Godowns located at various locations mention in the tender form.

Tender form along with terms & conditions can be had from this office on payment of Rs.112/-(including GST) for each form (Rupees one hundred twelve only) during working hours on any working day upto **18.00 hrs. dt. 28.01.2020** or can also be downloaded from website www.cotcorp.org.in and www.eprocure.gov.in. Those who are **downloading the tender forms from the website** shall have to pay Rs.112/-(Rupees One Hundred and Twelve only including GST) by D.D/ Bank Pay Order/e-payment receipt in favour of " The Cotton Corporation of India Limited",payable at Rayagada. The tender form duly completed in all respects alongwith EMD of **Rs.50,000/--** (Rupees Fifty thousand only) for each processing centre separately (EMD **Rs. 50,000/-** is exempted for the center where they have already entered in Agreement with CCI for the cotton season 2019-20 for transportation) for Transportation in sealed cover superscribed as "**Tender for Transportation of F.P. Bales for 2019-20**" addressed to the Asst. General Manager, should reach to the above address on or before **16:00 hrs. on 29.01.2020**. Tenders received within stipulated time will be opened **at 16:30 hrs on the same day**, in the presence of tenderers who may wish to remain present. MSEs are exempted from tender fees and EMD on production of valid MSME certificate.

**सहा. महा प्रबंधक**

**ASST. GENERAL MANAGER**



Seal & Signature of the Transporter

## Tender for Transportation for Cotton Season 2019-20

**TERMS AND CONDITIONS**

1. Tenders should be submitted in the prescribed format in form of "Bid-I and Bid-II". The transporters should submit these two bids in separate sealed envelope duly marked as "Bid-I (Technical) and Bid-II (Financial)" and then place the two sealed envelopes into one envelope duly sealed and superscribed as "Tender for transportation of F.P. Bales for the cotton season 2019-20". Bid–I should be submitted along with EMD, cost of tender & all other documents desired as per tender . Bid –II shall contain only financial bid .
2. The rate quoted :
    a) For Bales rates should be on per bale basis including unloading charges & all other expenses, inclusive of all taxes, excluding loading at factory & GST.
3. The contract will be effective till **30-09-2020** from the date of issue of the confirmation letter/ work order & may be extended by the Corporation for a further period, if necessary & if mutually agreed .
4. Once rates are finalized no escalation in the rates will be accepted during the contracted period for any reason and no extra charges will be paid by the Corporation on account of detention of the trucks.
5. The party has to enclose **EMD** of **Rs.50,000/- (Rupees Fifty thousand only)** for each processiong centre/location separately (EMD **Rs. 50,000/-** is exempted for the center where they have already entered in Agreement with CCI for the cotton season 2019-20 for transportation) by way of D.D/Bank Pay Order, e-payment receipt drawn (any nationalized bank/Scheduled bank) in favour of "**THE COTTON CORPORATION OF INDIA LIMITED" payable at "Rayagada"** along with the tender.MSME firms are exempted for EMD on production of valid MSME certificates.No interest will be paid on EMD and EMD will be refunded after satisfactory completeion of work.No interest will be paid on EMD.
6. Tenders should be submitted strictly in the prescribed tender form which can be had from Branch Office during working hours on any working day by payment of Rs.112/- (Rupees One Hundred and Twelve only inclusive of GST) each set upto **18:00 hrs. on 28.01.2020**. Those who are **downloading the tender forms from the website** shall have to pay Rs.112/-(Rupees One Hundred and Twelve only inclusive of GST) by D.D/Bank Pay Order/e-payment receipt. infavour of **" The Cotton Corporation of India Limited",** payable at **Rayagada** and submit the same to branch office along with tender form.
7. Tenders should be submitted in sealed covers duly superscribing "Tender for Transportation of F.P. Bales for 2019-20" addressed to Asst. General Manager, CCI, Rayagada on or before **16:00 hrs. on 29.01.2020** and the Tenders shall be opened on same day at **16:30 hrs** before the tenderers who wish to remain present.
8. The transporter **must attach copy of PAN No**. and **GST No.** (if applicable). The certified copies of all the Certificates must be attached with Technical Bid.
9. All columns in the tender form should be filled clearly and legibly. Tender form found incomplete in any respect is liable to be rejected.
10. Adequate vehicles should be placed on day to day basis according to corporation's requirement. Transporter should be able to place extra vehicles also, instantly in case of demand. The transporter shall compensate the Corporation in the event of any delay in work due to transporter on account of insufficient vehicles/or any other reason/s.



Seal & Signature of the Transporter

11. MSEs are exempted from tender fees and EMD on production of valid MSME certificate.
12. The transporter will have to transport the bales within 24 hours from the intimation and in case of failure the corporation will arrange the work through other transporters at its discretion and the differenceof rate/ loss/damage/over heads if any sustained will be recovered from the transporter in addition to the forefeiting the EMD.
13. The transporter will ensure proper safety of the goods being transported. In case of any incidents to or tendering to lead to any loss or damage transporter will make it good to the corporation. Also, transporter will be penalized for any kind of mishandling of corporation's stock (F.P. Bales etc.)resulting in damage to quality/packing as determined by the Corporation.
14. The transporter is responsible for any complication because of excess/ short loading.
15. The transit loss if any observed shall be deducted proportionately.
16. Bales should be loaded lot-wise and no intermixing of lots will be allowed.
17. In transit the bales/other stock will have to be covered with tarpaulins and proper protection of stock should be taken by the Transporter.
18. The vehicle should be clean and the vehicles carrying coal, cement, chemicals etc., which cause damage to Cotton or other stock should not be used.
19. If any damage caused due to transportation of bales/other stock then the recovery will be made from concerned transporter as determined by the Corporation.
20. In case of any accident or eventuality during the transit the same should be informed to BRANCH OFFICE, Rayagada/concerned center incharge immediately, besides completing the formalities of lodging F.I.R., with police, investigation report, arrangement of Fire Brigade report and photographs etc., The transporter will be responsible for submitting copies of F.I.R. fire brigade report etc., wherever necessary. Without preliminary survey truck/ salvage should not be removed.
21. The bills accompanied with gate pass,L.R. copy along with acknowledgement of goods received in good condition from concern godown incharges, duly acknowledged by Centre Incharge should be submitted to Branch Office for settlement of bills. 10% amount of the bill will be deducted towards security deposit along with Income Tax and other taxes if any applicable from time to time. 10% security deposit shall be refunded at the end of the season/contracted period on satisfactory completion of work during the contracted period.However no interest will be paid on such security deposit. Satisfactory completion certificate to be obtained from concerned centre incharge.
22. All statutory deductions such as Income Tax, Surcharges etc., will be deducted from the bills at the prevailing rates as per Income Tax Act.
23. The payment will be made through e payment (RTGS/NEFT etc.).
24. The transporter should contact Centre Incharge, Godown Incharge and Branch Office on daily basis for ascertaining the requirement of vehicles.
25. The corporation reserves the rights to accept/ partly accept/ reject/ any/ all tenders or negotiate in full or in part without assigning any reason whatsoever.
23. During the season transporter should transport any bursted/damaged bales from godowns to factory and after repressing the repressed bales should transported to godowns as per finalized, per bale basis rate, by the same transporter.



Seal & Signature of the Transporter

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

27. GST E-Way Bill, for movement of corporation's stock, will be generated by the transporter as per GST act & provisions. If any liability arises to the corporation due to non-generation/wrong generation of e-way bill, it will be recovered from the transporter.

28. If any dispute arises this contract will have jurisdicition of Rayagada only.

29. Dispute, if any arises out of the contract will be refered to the arbitrator (not an employee of the corporation) whose appointment shall be made by the Branch Manager, Rayagada and the decision of the arbitratior will be binding on both the parties. The dispute shall be governed by Arbitration and conciliation Act 1996.

30. Mere submission of the tender form does not entitle any contractor to be engaged by the Corporation. The Corporation reserves the rights to accept/partly accept/ reject any/all tenders without assigning any reason thereof. The Corporation is not bound to allocate minimum work to the tenderer.

31. In case the tenderer has any query about the tender/bid terms and conditions and /or tender/bid is rejected tenderer may seek the reasons for rejection from Branch Office, Rayagada.

**DECLARATION**

I/We hereby undertake to abide by all the above terms and conditions of the tender supplied by the Corporation and a copy annexed herewith duly signed. **The rates quoted are as per terms & conditions of this tender inclusive of all taxes, excluding GST.**

I/We agree with the above Terms and Conditions.

**Name & Signature of the**
**Tenderer With Seal**

DATE:
PLACE:

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

2. Name of the Witness:
& full address

**CHECK LIST FOR TENDERERS**

| | | |
|---|---|---|
| **1** | **Whether Tenders are e submitted in the prescribed format in form of "Bid-I and Bid-II". Whether submitted these two bids in separate sealed envelops duly marked as "Bid-I (Technical) or Bid-II (Financial)" and then place the two sealed envelops into one envelop duly sealed and superscribed as "Tender for transportation for the crop year 2019-20"** | **: YES/NO** |
| **2** | **Whether copy of PAN card Xerox is enclosed(Name mentioned in PAN No. should correlate with Transport Co/Proprietor/partner of firm .)** | **: YES /NO** |
| **3** | **Whether copy of GST registration Certificate(ifapplicable) is enclosed** | **: YES /NO** |
| **4** | **In case of partnership / Firm then firm registration with registrar of Firms is enclosed** | **: YES /NO** |
| **5** | **DD/PO of Rs. ……. for each location** | **: YES /NO** |
| **6** | **Whether tender form cost DD/PO is enclosed** | **: YES /NO** |



Seal & Signature of the Transporter

**THE COTTON CORPORATION OF INDIA LTD.**
**BRANCH OFFICE: RAYAGADA**

**BID-I (TECHNICAL)**

**Tender form fees: Rs.112.**
**(Rupees One hundred twelve only inclusive of GST)**

**Tender No._____ Name of the Processing Centre _____**

**Tender form for Transportation of FP bales for the cotton season 2019-20.**

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

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

**3. GST No. (copy should enclosed) :**

**4. a) Name of the proprietor :**
**In case of firm,**
**b) Name of Partner &No.of Partners :**
**c) Registration No. & Date :**
**(Copy of registration correlated Authority/ Registrar of companies)**

**5. Office Address :**

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

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

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

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

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



Seal & Signature of the Transporter

**11. Details of EMD:**

**EMD of Rs……..for each processing centre : DD/PO. No_____ Date_____**

**(Cheques not accepted) Amount_____ Bank_____**

**( DD/PO of Nationalized Bank/ Scheduled Bank)**

**12. Cost of Tender :-**

**DD/Po. No_____ Date_____ Amount _____ Bank__**

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

| | | | |
|---|---|---|---|
| **If yes, furnish details :** | **2016-17** | **2017-18** | **2018-19** |
| | _____ | _____ | _____ |

**13. Details of Bank Account :**

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

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

**Name & Signature of Tenderer with seal**

**Place:**
**Date:**

BID-II (FINANCIAL BID)

## THE COTTON CORPORATION OF INDIA LTD, BO: RAYAGADA,
## LOCAL TRANSPORTATION OF F.P. COTTON BALES FOR COTTON SEASON: 2019 -20

| F.P. Bales Transportation (2019-20) | | | | | | |
|---|---|---|---|---|---|---|
| **Name of the processing centers** | **Godowns Name** | **Transportation charges per bale (in Rs.) with unloading charges (excluding GST)** | | | | |
| | | **Koksara** | **Junagarh** | **Bhawani patna** | **Bargarh** | **Khariar Road** |
| **Jogimunda** | | | | | | |
| G&P Factory, Banjari,Chitadunguri (Rampur) (Patnagarh), Dist.Bolangir | CWC/SWC/RMC/ Coop./ Pvt.Godowns | | | | | |
| G & P Factory, Kangaon, Bankibahal Dist. Bolangir. | | | | | | |
| G&P Factory, Belpada, Kapani, Bolangir | | | | | | |
| **Bolangir** | | **Koksara** | **Junagarh** | **Bhawani patna** | **Bargarh** | **Khariar Road** |
| G & P Factory, Bolangir | CWC/SWC/RMC/ Coop./ Pvt.Godowns | | | | | |

**NOTE: Rates quoted should be excluding GST.**

I agree to all the Terms & Conditions appended to the Tender and declare to abide by the same for the full Cotton Season 2019-20 up to 30th September, 2020. As provided in the terms, I shall sign the written agreement for execution of all Transport work assigned to me by the Corporation.

**Signature & Seal of the Authorized Signatory**
**(Director/Partner/Proprieter)** **: ----------**
**Name of the Transport Work Contractor** **:----------**

**Date:_____ Place:_____**

AGREEMENT FOR ENGAGING TRANSPORTATION WORK

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

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

AND WHEREAS the transporter has offered to do the work of transportation for the Corporation during the cotton season 2019-20 on contract.

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

The transporter agrees to transport the F.P. Bales/Kapas/Packing Materials from Factory to Godown/From RMC to Factory/From Factory and Godown to & fro engaged by the Corporation at the following rates.

FP COTTON BALES

| Name of the processing centers | Godowns Name | Transportation charges per bale (in Rs.) with unloading charges (excluding GST) | | | | |
|---|---|---|---|---|---|---|
| | | | | | | |
| | | | | | | |
| | | | | | | |

1. The terms and conditions of transportation tender dated **24.01.2020** are integral part of this agreement and shall be read as part of this agreement except herein below or otherwise amended or modified.
2. The finalized rates
   a) For Bales should be on per bale basis including unloading charges & all other expenses, inclusive of all taxes, excluding loading at factory & GST.
3. No escalation in rates during the contracted period on any ground.



Seal & Signature of the Transporter

4. The transporter will have to place adequate vehicles on day –to- day basis according to requirement.
5. Transporter will have to transport Bales/other stock immediately on Centre Incharge Communication/ Pressing Factory. In case of failure, the corporation will arrange the work through other transporters at its discretion and the loss/ damage/over heads if any will be recovered from the transporter besides forfeiture of EMD.
6. While transporting the F.P. bales/other stock proper care should be taken for safety and no damage should occur during transit. In case of any incidents to or tendering to lead to any loss or damage transporter will make it good to the corporation. Also, transporter will be penalized for any kind of mishandling of corporation's stock (F.P. Bales etc.)resulting in damage to quality / packing as determined by the Corporation.
7. The transporter is responsible for any complication because of excess/ short loading.
8. Bales should be loaded lot-wise and no intermixing of lots will be allowed.
9. The transit loss if any observed shall be deducted from the transporters payment Proportionately.
10. In transit the proper protection of stock including full coverage by tarpaulins should be taken by transporter.
11. The vehicle should be clean and the vehicles carrying coal, cement, chemicals etc. which cause damage to bales/other stock should not be used.
12. In case of any accident or eventuality during the transit the same should be informed to BRANCH OFFICE, Rayagada/concerned center in charge immediately, besides completing the formalities of lodging F.I.R. with police, investigation report, arrangement of Fire Brigade report and photographs etc., The transporter will be responsible for submitting copies of F.I.R. fire brigade report etc., wherever necessary. Without preliminary survey truck/ salvage should not be removed.
13. The transporter will have to contact Centre In charges on day to day basis for requirement of vehicles.
14. The bills accompanied with gate pass,L.R. copy along with acknowledgement of goods received in good condition from concern godown in charges, duly acknowledged by Centre In charge should be submitted to Branch Office for settlement of bills. 10% amount of the bill will be deducted towards security deposit along with Income Tax and other taxes if any applicable from time to time. 10% security deposit shall be refunded at the end of the season/contracted period on satisfactory completion of work during the contracted period. However no interest will be paid on such security deposit. Satisfactory completion certificate to be obtained from concerned centre incharge.
15. The payment will be made through e payment (RTGS/NEFT etc.).
16. This agreement does not bind the Corporation to offer the whole or any part of its transportation work to the transporter. The Corporation May offer the work of transportation to the transporter at its own convenience on the basis of circumstances prevailing and the transporter shall have no right to claim work from the corporation.
17. During the season transporter should transport any brusted/damaged bales from godowns to factory and after repressing the repressed bales should transported to godowns as per finalized, per bale basis rate, by the same transporter.



Seal & Signature of the Transporter

18. The Corporation reserves the right to withdraw its transportation work or terminate this agreement without assigning any reason.
19. All statutory deductions such as Income Tax, Surcharges etc., will be deducted from the bills at the prevailing rates as per Income Tax Act.
20. GST E-Way Bill, for movement of corporation's stock, will be generated by the transporter as per GST act & provisions. If any liability arises to the corporation due to non-generation/wrong generation of e-way bill, it will be recovered from the transporter.
21. If any dispute arises this contract will have jurisdicition of Rayagada only.
22. The Transporter is a company/ partnership/ Proprietary/ Joint Family concern copies of documents evidencing this are annexed hereto

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

The transportation agreement shall be valid for cotton season 2019-20 i.e. up to 30-09-2020 and there shall be no escalation/Revision of rate during the season.

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

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

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

THE COTTON CORPORATION OF INDIA LIMITED.,

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

Duly authorized in that behalf in the presence of :

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

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

Signature ----------

Duly authorized in that behalf in the presence of:

WITNESSES:

(1) Name : _____

Address : _____

_____

_____

(2) Name : _____

Address : _____

## D E C L A R A T I O N

I hereby request to The Cotton Corporation of India Limited, …….on behalf of M/s---------- Transporter ---------- in the capacity of authorized representative that I give my consent to issue one T.D.S. Certificate for each completed financial year i.e.201- - 201- for the amount of Income Tax deducted at source (T.D.S).

Place : For_____

Date : _____

_____



Seal & Signature of the Transporter

**ON PARTY LETTER HEAD**

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

To
M/s. The Cotton Corporation of India Ltd.,
Rayagada.

**Declaration**

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

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

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

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

4. That if the number of goods carriages owned by the contractor exceeds ten at any time during the period 2019-20 (up to 30.09.2020), the contractor shall forthwith, in writing intimate the payer of this fact.

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

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

Place:
Dated:

Declarant

**VERIFICATION**

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

Place:
Dated: Name of the Declarant and Signature