CCI
(A Miniratna Company)

भारतीय कपास निगम लि.
THE COTTON CORPORATION OF INDIA L

सूचना का अधिकार

(A Government of India Undertaking) (Website : texmin.nic.in)
161-162, सेकेण्ड फलोर,केयर जोन प्लाजा ,मेन सेक्टरशास्त्रीनगर, भीलवाड़ा -(311001) राजस्थान),
Telephone No: 01482-251326 / 252766 Fax No : 01482 – 250506, Website: www.cotcorp.org.in
E-Mail: bhilwara@cotcorp.com

REF: CCI/BHL/MKTG-JOB WORK (GODOWNS)/2020-21/ **Date: 11.09.2020**

TENDER NOTICE FOR JOB WORK AT VARIOUS STORAGE POINTS (GODOWNS) FOR CROP SEASON 2020-21

The Cotton Corporation of India Ltd., Branch Office **Bhilwara** invites sealed Tenders from reputed "Job Work Contractors" for handling various works related to CCI processed Fully Pressed (F.P) Cotton Bales like Carrying, Stacking, De-stacking, Weighment, Sample cutting etc and also for handling Miscellaneous items like Tarpaulins, Grey cloth, Jute Twine and Lint boundaries in various Storage Points/ Godowns located at various districts of State of RAJASTHAN. The prescribed Tender forms along with Terms & Conditions can be obtained from Branch Office during working hours on any working day, on payment of Tender Fee of Rs.112/- (Rupees One Hundred and Twelve only) including GST in the form of Demand Draft (D.D/Pay Order (P.O). The last day of issuance of prescribed Tender Forms from Branch Office is 23.09.20 upto 5:45 P.M. Prescribed Tender Forms along-with terms & conditions is also available on Corporation Website: **http://www.cotcorp.org.in** as well as Government portal: http://www.eprocure.gov.

Interested Tenderers who wish to download prescribed Tenders from the said websites' will have to submit Tender Fee of Rs. 112/-, (including GST) in the form of Demand Draft (D.D)/Pay Order (P.O) of any Nationalized/Scheduled Bank. In addition, Parties should also have to deposit Earnest Money Deposit (E.M.D) of Rs. 25000/- (Rupees Twenty thousand only) in the form of D.D/P.O of any Nationalized/Scheduled Bank. Both Tender Fee & EMD amount both should be drawn in favour of "The Cotton Corporation of India Ltd., Payable at BHILWARA. EMD & Tender Fee should be submitted separately with prescribed Tender Form. Interested Tenderers should submit their tender in the following manner:

1. **Envelope A**: should contain "Technical Bid (I)" along-with prescribed terms & conditions, Tender Fee, EMD both in the form of D.D/P.O separately, relevant attested enclosures like PAN No., Provident Fund (P.F.) Code, GST Registration No. (if applibale), valid Medium Small Enterprises (MSE) certificate etc.

2. **Envelope B**: Envelope marked as "Financial Bid (II)" which should contain Financial Bid only.

3. **Envelope C**: It should contain both **Envelope-A** and **Envelope-B**.

Each envelope should be super scribed as "Tender for Job Work Contract at Godowns for Cotton Season 2020-21" and should contain the Name, Telephone No. & Address of the Tenderer. The Tender form duly filled in all respects addressed to Assistant General Manager, Bhilwara should reach Branch Office on or before 24.09.2020 upto 12:30 P.M. Sealed Tenders received within the stipulated time shall be opened on the same day i.e. on 24.09.20 at 2.30 P.M in presence of the Tenderers who may wish to remain present (.) Tenders having Medium Small Enterprises (MSE) Certificate (NIC 5 Digit Code relevant to the nature of work) issued from MSE Authorities & valid on the day of opening of Tender are exempted from depositing EMD & Tender Fee.

Assistant General Manager

SIGNATURE & SEAL OF THE AUTHORIZED SIGNATORY

THE COTTON CORPORATION OF INDIA LTD, BHILWARA

TENDER FOR JOB WORK AT GODOWNS for Cotton Season 2020-21

Terms & Conditions:

1. The last date of submission of Tender to this Office is 12.30 P.M on 24.09.2020.
   - The date of opening Technical bid-I of the tender is on 24.09.2020 at 2.30 P.M.
   - The Financial bid-II of the Tenders who are qualified technically will be opened on the very same day i.e. 24.09.2020 at 4.00 P.M.
2. Interested Job Work Contractors should submit their Tenders in the prescribed format in the following manner:
   (i) **Envelope A**: should contain "Technical Bid (I)" along-with prescribed terms & conditions, Tender Fee, EMD both in the form of D.D/P.O separately, relevant attested enclosures like PAN No., Provident Fund (P.F.) Code, GST Registration No. (if applicable), valid Medium Small Enterprises (MSE) certificate etc.
   (ii) **Envelope B**: Envelope marked as "Financial Bid (II)" which should contain Financial Bid only.
   (iii) **Envelope C**: It should contain both **Envelope-A** and **Envelope-B**.
3. All columns in the tender form should be filled in clearly and legibly. Tender form found as incomplete in any respect, is liable to be rejected. All pages of tender Format should be signatured by Authorized Signatory.
4. The Contractor has to pay Rs.25,000/- towards E.M.D. for all Godowns located under each district mentioned in Clause no. 29 of Tender Terms & Conditions. EMD of Rs. 25000/- along with the prescribed Tender form has to be submitted by way of Demand Draft (D.D)/Pay Order (P.O) of any nationalized/scheduled bank drawn in favour of The Cotton Corporation of India Ltd, Payable at BHILWARA. Medium Small Enterprise (MSE) firms on production of valid MSE certificate issued from MSE Authorities & start-up Firms are exempted from payment of Tender Fee & E.M.D. In the MSE Certificate NIC 5 digit code should be relevant to nature of work of tender. No interest will be paid on EMD and EMD will be refunded after satisfactory completion of work at the end of the season.
5. The Contractor shall abide by all terms & conditions prescribed by the Cotton Corporation of India Ltd. The Contractor also agree to abide by all Rules, Acts, Provisions for employing labourers to do the work related to FP bales as per Minimum wages Act, Provision of Provident Fund Act, Payment of wages Act, provisions relating to employing children & women, workmen compensation Act, Bonus Act, Shops and Establishment Act, Factories Act and all other rules and acts not specified hereunto.
6. The Applicant must have Provident Fund (P.F) Code No, Permanent Account (Pan) No and GST No. (if registered under GST) (if applicable). The certified copies of all the Certificates must be attached with Technical Bid (I).
7. The Contractor has to submit the certified copy of the P.F. Challan to CCI every Month, establishing payment of P.F deposited with P.F Department. In case of non-payment / less payment of P.F, the contractor will be wholly responsible for all liabilities due to P.F Dept.

8. The rates once finalized will be inclusive of any probable increase that may be made by the Government in Minimum wages Act and contractor shall not demand any proportionate increase or revision in the finalized rates till the period under the agreement is completed.
9. Other things being equal and meeting the requirements of the Corporation, preference will be given to Tenderer who has quoted the lowest Job work rates. However, rates shall not be the sole criteria for appointment of contractors and other factors like quality of work by the contractor and past performance etc., shall also be considered.

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

11. The bills accompanied with all supporting documents, P.F. Challan etc. Duly acknowledged by Centre In-Charge should be submitted to B.O. 10% deduction will be made from bills submitted by the Job work contractor as security deposit which will be released at the end of the season on satisfactory completion of work by Job work contractor. However no interest will be paid on such security deposit. Satisfactory completion certificate to be obtained from concerned Godown Incharge/Centre Incharge.

12. The payment of Labour Contractors will be made through e-payment (RTGS/NEFT etc.)

13. The rates once finalized shall be valid till **30.09.2021** and may be extended by the Corporation for a further period if necessary.

14. The Job Work Contractor will have to provide sufficient no. of labourers for carrying out all Works as described in Sr. Nos. (i) to (viii) respectively of Financial Bid (II) at various Godowns hired by the Corporation. In the event of any delay in work on account of insufficient number of labourers supplied by the Contractor, the Contractor shall have to compensate the Corporation. In such cases, Corporation shall have full right to carry out the Work from other Job Work Contractor's at the risk & Cost of the Original Job Contractor finalized initially by the Corporation.

15. The Job work Contractor shall have to carry out the proper storage task at Godowns by adhering to the approved Stacking plan as decided by the Corporation. No lots should be stacked near the shutters & between transaction points. The lots should be stacked having sufficient gap from the wall of the Godown. There should also be gaps between Lots. If any wrong stacking is done in violation of the above norms, then the same lots would be re-stacked at the risk and cost of the Job Work Contractor.

16. In case of any dispute on any terms interpretation etc. the decision of the Assistant General Manager CCI LTD. BHILWARA shall be final and binding on both the parties.

17. The rates quoted by the party should inclusive of all taxes, Levies, other expenses etc. but excluding GST.

18. All statutory deductions such as Income Tax, Surcharges etc., will be deducted from the bills at the prevailing rates as per Income Tax Act 1961 under Section 194(C).

19. The Contractor will ensure proper safety of the goods/stock of Corporation. The Contractor shall undertake to compensate the Corporation for any loss arising out of willful act of the contractor / labours or cause any kind of damage to the corporation's property. Also,

contractor will be penalized for any kind of mishandling of Corporation's stock resulting in damage to quality/packing as determined by Corporation.

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

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

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

23. The Job Work Contractor will raise bill and forward it through concerned Godown In-Charge to Branch Office on monthly basis latest by 5th of every month.

24. The Loss sustained by the Corporation due to the negligence / non supply of labour by the concerned contractor, Corporation shall be liable to carry the work through other contractor and loss if any suffered by the Corporation shall be recovered from the bills / EMD's / Security Deposits of original contractor.

25. The Job Contractor shall ensure to provide sweeper as and when required by CCI for cleanliness of Godown. The Job Contractor shall ensure that Godown is cleaned after loading/sample cutting/unloading etc. work.

26. The Job work Contractor shall ensure to provide trolley for stacking & de-stacking of bales at CWC/SWC/APMC/Private Godowns under district.

27. The job Contractor shall charge the same rate as finalized in tender for loading of bales from cotton buyers to whom the cotton bales were sold by CCI at the time of loading of bales. The Job Contractor has no right to enhance the said rates under any circumstances

28. Eligibility criteria for qualify :-
    (i) The Tenderer must enclose Demand draft (D.D)/Pay Order (P.O) of requisite amount of EMD and Tender fees as applicable except for Parties having valid MSE certification.
    (ii) The Tenderer must have Provident fund Number allotted by P.F. department.
    (iii) (iii) The Tenderer must have PAN allotted by Income tax department.
    (iv) The Tenderer must have GST No. (if applicable)

29. The name of the proposed **Godown Locations** are as under:

Sr. No.	PARTICULARS OF PROPOSED GODOWN UNDER FOLLOWING DISTRICTS:
CWC/RSWC/APMC/INSTITUTIONAL/PRIVATE OR ANY OTHER GODOWN (EXISTING & NEW)	
1	CWC/RSWC/APMC/INSTITUTIONAL/PRIVATE OR ANY OTHER GODOWN (EXISTING & NEW) IN **BHILWARA**
2	CWC/RSWC/APMC/INSTITUTIONAL/PRIVATE OR ANY OTHER GODOWN (EXISTING & NEW) IN **RAJSAMAND**
3	CWC/RSWC/APMC/INSTITUTIONAL/PRIVATE OR ANY OTHER GODOWN (EXISTING & NEW) IN **CHITTORGARH**
4	CWC/RSWC/APMC/INSTITUTIONAL/PRIVATE OR ANY OTHER GODOWN (EXISTING & NEW) IN **PALI**
5	CWC/RSWC/APMC/INSTITUTIONAL/PRIVATE OR ANY OTHER GODOWN (EXISTING & NEW) IN **NAGAUR**
6	CWC/RSWC/APMC/INSTITUTIONAL/PRIVATE OR ANY OTHER GODOWN (EXISTING & NEW) IN **JODHPUR**
7	CWC/RSWC/APMC/INSTITUTIONAL/PRIVATE OR ANY OTHER GODOWN (EXISTING & NEW) IN **JHUNJHUNU**
8	CWC/RSWC/APMC/INSTITUTIONAL/PRIVATE OR ANY OTHER GODOWN (EXISTING & NEW) IN **ALWAR**
9	CWC/RSWC/APMC/INSTITUTIONAL/PRIVATE OR ANY OTHER GODOWN (EXISTING & NEW) IN **AJMER**

30. The Corporation reserves its right to engage any number of contractors in one / all the Godowns depending upon the volume of work.

31. The successful Job Contractor will have to enter into a contract before start of the work.

32. If any dispute arises this contract will have jurisdiction of BHILWARA only.

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

34. Mere submission of tender form does not entitle any Job contractor to be engaged by the Corporation. The Corporation reserves the right to accept or reject any tender without assigning any reason thereof. The Corporation is not bound to allocate minimum work to the Tenderer.

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

Seal & Signature of the Job Contractor.

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.

Place: Signature:_____

Date:

Name & Seal of the contractor:_____

Address Stamp

Witness:

Name & Address

(1)_____
_____
_____
_____ (Signature)

(2)_____
_____
_____
_____ (Signature)

Checklist for Tenderers:

1). The tenderer must enclose demand draft of requisite amount of Rs.112/- towards Tender form Fee and EMD of Rs. 25,000/- for all Godown locations in the District jurisdiction.

2). The Tenderer must have Provident fund Number allotted by P.F. department.

3). Xerox copy of PAN No (Name of job contractor/firm and name on PAN should match)

4). Xerox copy of GST No (Name of job contractor/firm and name on GST should match)

5). Xerox copy of Valid MSME Certificate (if Yes, Pls. attach concerned valid certificate)

(Technical-I)

THE COTTON CORPORATION OF INDIA LTD., BRANCH OFFICE: BHILWARA

TENDER FORM FOR JOB WORK AT GODOWN FOR COTTON SEASON 2020-21

Tender Form No. : _____ **Tender form fees**: Rs.112/- Including GST
Tender form Date: _____ (Rupees One Hundred and twelve only)

Last date for issue of Tender : 23.09.2020 up to 5.45 P.M
Last date for submission of Tender : 24.09.2020 up to 12.30 P.M.

Technical bid for Job work at Godowns located under each District for Cotton Season 2020-21

1. Name of District wherein Godown (s) located for which Tender Is submitted (As per Tender T & C no.28) : _____

2. Name of Job contractor : _____

3. Father's Name (if individual) : _____

4. Full postal address for communication :_____

With email id and tel. no. : _____

_____

5. Details of EMD : D.D No._____Date: _____

(EMD of Rs. _____ for all the Godowns Located at district the Godown under each : Amount Bank_____

Serial no. as per the list of the godown

In clause no. 28 in the terms & conditions)

6. Details of Tender Form Fee (if downloaded) : D.D No._____Date_____

: Amount_____ Bank_____

7. Details of Provident Fund code No. : _____

(Copy of certificate from Competent

Authority to be submitted)

8. Income Tax PAN No. :_____

(Xerox copy to be submitted)

9. GST Registration No.

(Xerox copy to be submitted) **:_____**

(if registered under GST)

10. Permanent Address with tel. no. **:_____**

_____

11. Whether the contractor is registered as MSE **: Yes/ No**

(if Yes, Pls. attach concerned valid certificate)

Mention UAM Number/Valid certificate No. **: _____**

(In MSE certificate NIC 5 digit code should be

relevant to nature of work of tender)

12. If MSME under SC/ ST category **: Yes/ No**

(if Yes, Pls. attach concerned valid certificate)

13. If MSME is under women entrepreneur category **: Yes/ No**

(if Yes, Pls. attach concerned valid certificate)

14. Whether the contractor is under

Startup category. **: Yes/ No**

(if Yes, Pls. attach concerned valid certificate)

15. Details of Bank Account

Name of the account holder _____

Bank Name._____ Branch Name_____ IFSC Code_____
Account No. _____

Seal & Signature of the Job Contractor.

Place:

Date:

Note: For all Godown location under district, (as per tender terms & conditions clause no.29) separate tender has to be submitted.

(Financial Bid-II)

THE COTTON CORPORATION OF INDIA LTD. B.O. BHILWARA

TENDER FORM FOR JOB WORK AT GODOWNS FOR COTTON SEASON 2020-21

Name of the Contractor :_____

Name of the District wherein Godowns are located: _____

(as per tender terms & conditions clause no. 29)

1.	Description of work	Unit	Quoted Rate per bale In Rs.	Weightage for each work
(i)	Rolling of bales at the time of receipt/ delivery	Per bale		20
(ii)	Bales stacking charges	Per bale		20
(iii)	Bales de-stacking charges	Per bale		20
(iv)	Bales weighment charges	Per bale		2
(v)	Sample cutting charges	Per bale		20
(vi)	Unloading from truck or trolley and stacking of tarpaulins (including rolling)/ destacking and loading of tarpaulins in to truck or trolley (including rolling)	Per Tarpaulin		3
(vii)	Unloading from truck or trolley and stacking of grey cloth bales (including rolling)/ destacking and loading of grey cloth bales in to truck or trolley (including rolling)	Per bale		5
(viii)	Loading charges for FP Bales to Container Truck	Per bale		10

Note:

1. In case of point No. IV, if the bales are weighed in weighbridge then the bale weighment charges will not be given.
2. L1 will be decided on the basis of weighted average of all the above rates.
3. Rate should be mentioned for all the above items i.e. (i) to (viii), if rates are not quoted for one or more items, then such tender will not be considered.
4. For calculation of L1, rate quoted for sample cutting charges will be divided by 50, and then weighted average rate will be calculated. (assuming 2 sample per lot of 100 bales)

I agree to all the terms and conditions appended to the tender and declare to abide by the same. As provided in the terms, I shall sign the written agreement for execution of all job work assigned to me by the Corporation.

Date: Seal & Signature:_____

Place: Name of the Contractor:_____

Phone No.:_____

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

AN AGREEMENT MADE AT ……. ON THIS _____ DAY OF _____ 2020 BETWEEN THE COTTON CORPORATION OF INDIA LIMITED, A COMPANY REGISTERED UNDER THE COMPANIES ACT, 2013 HAVING ITS REGISTERED OFFICE AT , MUMBAI 400 021.(HEREIN AFTER FOR BREVITY'S SAKE, CALLED THE "CORPORATION" WHICH EXPRESSION SHALL UNLESS REPUGNANT TO THE CONTEXT OR MEANING THEREOF INCLUDE ITS SUCCESSORS AND ASSIGNS) OF THE FIRST PART AND A PROPRIETORSHIP FIRM / PARTNERSHIP / CO-OPERATIVE SOCIETY M/s_____ _____REPRESENTATED BY IT PROPRIETOR/PARTNER _____ JOB WORK CONTRACTOR (HEREIN AFTER FOR BREVITY'S SAKE CALLED "THE JOB WORK CONTRACTOR" WHICH EXPRESSION SHALL UNLESS REPUGNANT TO THE CONTEXT OR MEANING THEREOF INCLUDE ITS SUCCESSORS AND ASSIGNS) OF THE SECOND PART.

AND WHEREAS THE JOB WORKS CONTRACTOR HAS AGREED TO DO THE WORK OF JOB WORK AT GODOWNS FOR THE CORPORATION DURING THE COTTON SEASON 2020 -21 (I.E. 01-10-2020 TO 30-09-2021) ON CONTRACT BASIS.

AND WHEREAS THE CORPORATION HAS ACCEPTED THE OFFER ON THE TERMS & CONDITIONS CONTAINED AS FOLLOWS:-

I/ WE SHRI/M/S _____ CONTRACTOR TO DO THE JOB WORK, ACCORDING TO THE SPECIFICATION AND SATISFACTION OF THE CORPORATION AT VARIOUS GODOWNS NOMINATED BY THE COTTON CORPORATION OF INDIA LTD. BO, BHILWARA AT _____ OUR PROVIDENT FUND CODE NO._____ AND INCOME TAX PAN NO._____

TERMS & CONDITIONS:

1. The terms and conditions of Job work tender dated _____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 rates for Job work are as per Annexure enclosed.
3. I/We, the Job work contractor agree to the deduction of 10 % from every bill submitted by us towards security deposit which will be released at the end of the season on completion of work, satisfactorily. Completion certificate to be obtained from concerned Centre incharge. However, no interest will be paid on such security deposit.

4. I/We, the Job work contractor also agree to abide by all terms & conditions mentioned in the tender dtd. _____ by the Cotton Corporation of India Ltd,. I/We, the Job contractor

   also agree to abide by all Rules, Acts, Provisions including minimum Wages Act, Payment of Wages Act, Provisions relating to employing children and women, workmen compensation Act, Provident Fund Act, Bonus Act, Shops and Establishment Act, Factories Act and all other rules and acts not specified hereunto. for employing labourers to do the work of handling of bales and Misc. Items such as Tarpaulins , Lint boundaries, Grey cloth and Jute twin etc.,

5. I/ We, the Job work contractor agree to submit the certified copy of the P.F. Challan to CCI every Month, establishing the payment of P.F. deposited with P.F Department. In case of non payment / less payment of P.F., I / We will be wholly responsible for all liabilities due to P.F Department.

6. I / We, the Job work contractor also give an undertaking that the Cotton Corporation of India Ltd., will not be responsible for non-payment of any dues directly to the labourers and we shall be held responsible for making all legal and lawful payments to be made to the labourer and the rate mentioned above covers all such payments.

7. The rate quoted by Job work contractor for kapas, bales and Misc. items such as tarpaulins, lint boundaries, Grey cloth and jute twin etc., handling work entrusted by the Corporation is valid for a period of twelve months from OCT. 2020 to SEPT. 2021. In case of necessity, The Corporation may extend the contract period by 3 months with same rate and Terms and Conditions which is agreed by Job work contractor.

8. I / We, the Job work contractor agree to sign all the legal documents, contracts and undertakings as prescribed by the Corporation in support of contracts to be entered into with us for the work, for which the quotations are submitted. All expenses / fees to be paid to the Labour department/labour court for registration etc.will be borne by Job work contractor.

9. I / We, the Job work contractor undertake to compensate the Corporation, in case of any delay in handling work on account of insufficient number of labourers supplied by me to do the Job work and quality of work. In this regard the decision of Godown-in-charge, CCI is final & binding on me/ us.

10. I / We, the Job work contractor agree that the Corporation is no way concerned in case of any increase in labour wages or any such increase due to amendment of any Government acts and I/We, shall not demand any proportionate increase or revision in the agreed rates till the completion of contract period, mentioned in Annexure – I.

11. In case of dispute, on any terms interpretation etc. the decision of the Branch head, CCI, BHILWARA shall be final and binding on both the parties.

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

13. All statutory deductions such as Income Tax etc. will be deducted from the bills (IT + SC+EC as applicable) as per Income Tax Act 1961.

14. I/We, the Job work contractor will ensure proper safety of the goods/stock of Corporation. The Job work contractor shall compensate the Corporation of any loss arising out of willful

act of the Job work contractor/labours or cause any kind of damage to the Corporation's property. Also job work contractor will be penalized for any kind of mishandling of Corporation's stock resulting in damage to quality/packing as determined by the Corporation.

15. I/We the Job work contractor agree to take worker's insurance policy with the Insurance Company by paying premium and we shall not claim any amount on account of this from the Corporation. Corporation is in no way responsible for any accident, during the contract period and I / We, the Job work contractor will also not claim any compensation for the same from the Corporation.

16. I / We, the Job work contractor undertake to indemnify the Corporation that in case of any legal suit, filed against the Corporation by any workmen, the Corporation is authorized to recover the same from the Job work contractor.

17. I / We, the Job work contractor undertake to compensate Corporation any fine / penalty if any imposed by the State Government authorities for non compliance of provisions of labour Laws Act, factory, shops and establishment act, provident fund Act, Minimum wages Act, Work men Compensation Act, Payment of Bonus Act, provisions relating to employing children and women etc., . I/We the Job work contractor will be responsible for the same.

18. In case of the loss sustained by the Corporation due to the negligence/non supply of labour by the concerned job work contractor, Corporation shall be liable to carry the work through other job work contractor and loss if any suffered by the corporation shall be recovered from the bills/EMD/Security deposit of the original job work contractor.

19. The job Contractor shall ensure to provider sweeper as and when required by CCI for cleanliness of godown. The Job Contractor shall ensure that Godown is cleaned after loading/sample cutting/unloading etc work.

20. The job Contractor shall ensure to provide Trolley for stacking & de-stacking of bales at CWC/SWC/APMC Godowns.

21. Whenever labour department or any other Govt. Agencies demands to furnish the records or documents pertaining to labourers. I/We, the Job work contractor undertake such responsibility to produce the same to the best satisfaction.

22. <u>ARBITRATION CLAUSE</u> :

1. This contract is subject to the Jurisdiction of Courts at BHILWARA, in case of any dispute.
2. Any dispute arises out of this contract, will be referred to an Arbitrator (not an Employee of the Corporation) whose appointment will be made by the Branch Head, BHILWARA The dispute shall be governed by Arbitration and Conciliation Act 1996. The decision is binding on both the parities.

23. I / We the Job contractor undertake to submit " Clearance Certificate" of all the dues payable to P.F. Department in the year end before claiming the security deposit from the Corporation, If required.

24. I / We the Job work contractor shall abide by terms and conditions mentioned above. If any Terms & Conditions violated by the Job work contractor, then the Corporation will have a right to cancel the contract after giving three days notice and the Corporation will have the right to forfeit the security deposit & EMD lying with the Corporation.

25. The Corporation does not guarantee minimum work to the Contractor.

THE COTTON CORPORATION OF INDIA LTD.

Place: (Signature of Job Work Contractor With Seal)

Date:

Witness:-

Name & Address

1.

_____

(Signature)

2.

_____

(Signature)