THE COTTON CORPORATION OF INDIA LTD
(A Government of India Undertaking)
KAPAS BHAVAN, 4/2ASHOKNAGAR,.
P.B NO: 227, GUNTUR-522002
PH.NO:0863-2233472/943,FAX:0863-2357472
EMAIL: *guntur@cotcorp.com,*

REF: CCI/GNT/MKTG(Pur)/LC-Godowns)/2022-23/ **DATE: 07.10.2022**

SHORT-TENDER NOTICE FOR JOB WORK AT GODOWNS FOR THE SEASON 2022-23

The Cotton Corporation of India Ltd., Branch Office, Guntur invites sealed tenders from reputed Job Work Contractors for handling various works relating to Fully Pressed Cotton Bales like Carrying, Stacking, De-stacking, Weighment, Sample cutting etc and for handling the miscellaneous items like Tarpaulins, Grey cloth, Jute Twine and Lint boundaries in various godowns located in various districts of Andhra Pradesh State.

The prescribed tender forms along with the terms & conditions can be obtained from the Branch Office during working hours on any working day, on payment of Rs.112/- (Rupees One Hundred Twelve only) including GST up to 12.00 PM on 14.10.2022 and the same is also available at CCI's website: https://www.cotcorp.org.in and in Government portal https://eprocure.gov.in. Downloaded tenders should be accompanied with Rs. 112/- DD/Pay Order in favour of "The Cotton Corporation of India Ltd.," payable at Guntur. Electronic fund transfer/Digital mode of payment should be made through UPI/BHIM-UPI QR Code and RTGS/NEFT. Electronic fund transfer will be valid subject to confirmation of realization. Tender form duly completed in all aspects along with DD/Pay order or by Electronic fund transfer/Digital mode of payment such as BHIM, UPI/ RTGS/NEFT, for Rs.25,000/- towards E.M.D. for each godown location under each district separately as per the serially listed godown location in Annexure-A. Tender form should be submitted in sealed cover super scribed as "TENDER FOR JOB WORK CONTRACT AT GODOWNS FOR COTTON SEASON 2022-23" addressed to the Branch Manager, Guntur should reach to the above address on or before 2:00 P.M on 14.10.2022. The sealed tenders received within the stipulated time shall be opened on the same day i.e. 14.10.2022 at 3:00 P.M. in presence of the tenderers who may wish to remain present. MSE's(Micro & Small Enterprises) registered with MSE's (Micro & Small Enterprises) authorities and start-up firms are exempted from tender fees and EMD on production of valid MSE/Start-up registration certificate..

BRANCH MANAGER

SHORT-TENDER FOR JOB WORK AT GODOWNS FOR COTTON SEASON 2022-23

Terms & Conditions:

1. The last date of submission of the tender to this Office is 2:00 P.M on 14.10.2022
   (A) The date of opening Technical Bid-I of the Tenders is on 14.10.2022 at 3:00 PM
   (B) The Financial Bid-II of the Tenders who qualified for the Technical Bid will be opened on same date i.e. 14.10.2022
   .
2. Tenders should be submitted in the prescribed format in form of "Bid-I and Bid-II". The Job contractors should submit these two bids in separate sealed envelopes duly marked as "Bid-I (Technical) or Bid-II (Financial)" and then place the two sealed envelopes into one envelop duly sealed and super scribed as Job work contract in godowns for cotton season 2022-23.

3. All columns in the tender form should be filled in clearly and legibly. Tender form found as incomplete in any respect, is liable to be rejected.

4. The Contractor having legal dispute continuing /pending with the Cotton Corporation of India Ltd as well due payable by the Contractor is not eligible to participate.

5. Contractor has to pay Rs.25000 towards E.M.D. for each godown location under each district separately for each serial No. as per the list enclosed Annexure-A along with the tender by way of DD/pay order in favour of The Cotton Corporation of India Ltd, Payable at Guntur. Electronic fund Transfer/Digital mode of payment should be made through UPI/BHIM-UPI QR Code and RTGS/NEFT. Electronic fund transfer will be valid subject to confirmation of realization. MSE's(Micro & Small Enterprises) firms are exempted from EMD on production of valid MSEs certificate for current year; however security deposit of Rs.25,000/- for each godown separately has to be deposited in branch office by successful bidders before signing of agreement. No interest will be paid on EMD & Security deposit. EMD & Security deposit will be refunded after satisfactory completion of work at the end of the season.

6. 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. Violation of any such rules will invoke penal action on the contractor as per laws.

7. The applicant must have P.F Code No, PAN No and GST No. The certified copies of all the Certificates must be attached with Technical Bid.

8. The Contractor has to submit the certified copy of the Challan to CCI every Month, establishing payment of P.F deposited with P.F Department. In case of nonpayment / less payment of P.F, the contractor will be wholly responsible for all liabilities due to P.F Dept.

9. 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.

Seal & signature of Authorised signatory

10. 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.

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

12. The bills accompanied with all supporting documents, P.F. Challan etc. Duly acknowledged by Centre/ Godown Incharge should be submitted to B.O.

13. 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.

14. The rates once finalized shall be valid till 30.09.2023 and may be extended by the corporation for a further period if necessary.

15. The Job work contractor shall compensate the corporation in the event of any delay in work on account of insufficient number of labourers supplied by the contractor. In this regard, the decision of the Godown-in-charge shall be final & binding on the contractor.

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

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

18. All statutory deductions such as Income Tax, GST, TDS, Surcharges etc., will be deducted from the bills at the prevailing rates as per Income Tax Act 1961/GST Act/Any other Act.

19. 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.

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 Incharge to Branch Office on fortnightly basis.

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.

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25. 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

26. Eligibility criteria for qualify :-

    i) The tenderer must enclose demand draft of requisite amount of EMD and tender fees.
    ii) The tenderer must have Provident fund Number allotted by P.F. department.
    iii) The tenderer must have PAN allotted by Income tax department.
    iv) The tenderer must have GST No.

27. The list of the godowns engaged and propose to engage godowns, are as per Annexure-A.

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

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

30. If any dispute arises this contract will have jurisdiction of Guntur only.

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

32. Mere submission of the 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.

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

34. Stacking of bales has to be done properly as per the stack plan of CCI. In case any fault in stacking is observed by the visiting officials of the Corporation, the labour contractor has to restack properly without any charges paid by the Corporation.

Seal & signature of Authorised signatory

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)

Seal & signature of Authorised signatory

Annexure-A

GODOWNS LOCATION LIST

1.CWC/SWC Godowns engaged and proposed to be engaged.

Sr. No.	Particulars of godowns
1.	CWC/SWC Godowns located in NTR District
2.	CWC/SWC Godowns located in East Godavari District
3.	CWC/SWC Godowns located in Nandyal District

Note:-
*Tender should be specify the particulars as per the above serialled description in the godown column of the Financial Bid.

Check list 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 each godown location under each district.
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).

Seal & signature of Authorised signatory

BID-I (Technical)

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

SHORT-TENDER FORM FOR JOB WORK AT GODOWN FOR COTTON SEASON 2022-23

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 : 14.10.2022 up to 12.00 P.M
Last date for submission of Tender : 14.10.2022 up to 2.00 P.M.

Technical bid for Job work at Godown for Cotton Season 2022-23

1. Name of Job contractor : _____

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

3. Full postal address for communication With email id and tel. no. : _____
_____

4. Name of godown/ godowns for which tender Is submitted : _____

5. Tender fee details (Rs.112/-) : Instrument No.(DD/P.O)/ UTR No./Unique No./ Transaction No._____
Name of Bank:_____
Amount:_____

6. EMD Details: (EMD of Rs.25000/- : Instrument No.(DD/P.O)/ UTR No./Unique No./ Transaction No._____
Name of Bank:_____
Amount:_____

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) :_____

Seal & signature of Authorised signatory

10. Permanent Address with tel. no. : _____

_____

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

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_____
IFSCCode _____
Account No._____

Seal & Signature of the Job Contractor.

Place:
Date:

Note: Separate Tender for Godowns mentioned in each serial No. as per godown list mentioned in Annexure-A enclosed in the Technical Bid has to be submitted.

Seal & signature of Authorised signatory

BID-II (Financial)

THE COTTON CORPORATION OF INDIA LTD. BO. …….

SHORT-TENDER FORM FOR JOB WORK AT GODOWN FROM FOR COTTON SEASON 2022-23

Name of the Contractor:_____.

Name of the Godown Location: _____
(Particulars of district wise godowns as per the detail listed in Annexure-A for which the rate is submitted, should be specified in the above column)

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		25
(ii)	Bales stacking charges	Per bale		35
(iii)	Bales de-stacking charges	Per bale		25
(iv)	Bales weighment charges	Per bale		1
(v)	Sample cutting charges	Per bale		2
(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		1
(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		1
(viii)	Loading charges for FP Bales to Container Truck	Per bale		10

Note: In case of point No. IV, if the bales are weighed in weighbridge then the bale weighment charges will not be given.

L1 will be decided on the basis of weighted average of all the above rates. 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. 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:

Place:

Signature:_____

Name of the Contractor:_____

Phone No._____

Address Stamp

Seal & signature of Authorised signatory

AGREEMENT FOR JOB WORK CONTRACTORS AT GODOWNSFOR COTTON SEASON 2022-23

AN AGREEMENT MADE AT …….. ON THIS _____ DAY OF _____ 20_____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 2022-23 (I.E. 01-10-2022 TO 30-09-2023) 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, GUNTUR AT _____ OUR PROVIDENT FUND CODE NO._____ AND INCOME TAX PAN NO._____

Seal & signature of Authorised signatory

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 Godown incharge. However, no interest will be paid on such security deposit.

4. I/We, also agree to abide by all terms & conditions mentioned in the tender dtd.22.08.2022 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, 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, 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 us for bales handling work entrusted by the Corporation is valid for a period of twelve months from 01.10.2022 to 30.09.2023. In case of necessity, The Corporation may extend the contract period by 3 months with same rate and Terms and Conditions which is agreed by us.

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

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

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

Seal & signature of Authorised signatory

11. In case of dispute, on any terms interpretation etc. the decision of the Branch head, CCI, Guntur 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/ Any other Act.

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

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

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

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

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

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

21. 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.

Seal & signature of Authorised signatory

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

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

Place:

Date:

Signature of Job work contractor with seal

Witness:-

Name & Address

1.

_____

(Signature)

2.

_____

(Signature)

Seal & signature of Authorised signatory