

NOTICE

NOTICE REGARDING ENGAGEMENT OF GINNING AND PRESSING FACTORIES ON LINT PERCENTAGE BASIS.

It is hereby informed that the Corporation proposes to engage ginning & pressing (G&P) factories on the basis of maximum lint percentage quoted by them on e-tender basis in the following centres:-

Sr. No.	State	Branch office	Centre
1	Haryana	Sirsa	Hissar
2	Gujarat	Ahmedabad	Kaledia
3	Telangana	Warangal	Warangal

Interested gidders can participate in the e-tender, terms and conditions for which can be obtained from our website www.cotcorp.org.in under the head "Notices".

Date and time of commencement and pre-bid meet will be informed separately.

**TERMS AND CONDITIONS REGARDING ENGAGEMENT OF GINNING AND PRESSING
FACTORIES ON LINT PERCENTAGE BASIS.**

1. Interested ginners participating in e-tender for ginning & pressing (G&P) job work on lint percentage basis has to register itself with the Corporation. Registration form is placed at Annexure-I. G&P factories who have already given their consent to undertake job work for cotton season 2017-18 in concerned centres, will also be eligible to participate in tender.
2. Minimum requirement of infrastructure for G&P factories in the State of Haryana is placed as per Annexure-II. The ginner will not bypass any system/machinery in processing in the minimum requirement desired therein.
3. Minimum requirement of infrastructure for G&P factories in the States of Gujarat and Telangana is placed as per Annexure-III. The ginner will not bypass any system/machinery in processing in the minimum requirement desired therein.
4. After getting registered with the Corporation, the party has to obtain Digital Signature from the authorized agency and the same has to be registered with the service provider with whom CCI will go for e-tendering. In case the party is already having the Digital Signature then party has to just register the same with e-tendering agency.
5. The agency authorized by CCI for e-tender will, based on digital signature, allot one IP code to each participant of e-tender.
6. As and when kapas is offered by the Corporation, the tender notice will be displayed on the website of the Corporation and e-mail will be sent to all the registered parties.
7. Registered ginners will have to sign an agreement after registration before participation in tender process with the Corporation for the job work as per Annexure-IV.
8. The G&P factory which has not entered into agreement with the Corporation for cotton season 2017-18 will have to agree to the ginning and pressing rates as finalized by the Corporation for that centre.
9. Payment of G&P rates will be done as per agreement.
10. **E-tender process**
 - (i) The bidder should satisfy with the quality of kapas by physically examining the kapas in the market yard within the time prescribed before the auction. No quality dispute will be entertained once bid is placed.
 - (ii) The bidder has to bid for entire quantity offered by CCI variety-wise and slot-wise for a particular bid.
 - (iii) The bidder quoting highest lint percentage will be successful bidder and shall be awarded quantity as per bid delivered in the registered factory. However, final quantity will be as per weighment.

- (iv) Base lint percentage will be displayed and the tenderer will have to quote bids with an initial increase of minimum 0.25% and thereafter in multiples of 0.10%.

11. Weighment

Weighment of kapas will be done in presence of APMC representative and the bidder can depute his representative to supervise the weighment.

11. Processing of kapas

- (i) Processing of kapas will be done under supervision of CCI representative.
- (ii) Contracted kapas will be transported by the Corporation to the concerned G&P factory of the proposed centres.
- (iii) Day's contracted kapas has to be heaped separately in the factory premises.
- (iv) The ginner has to process kapas contracted within maximum period of 10 days of tender failing which he will be liable to pay penal interest @ 15% per annum of kapas value for delayed quantity.
- (v) Trash % in the processed bales would be maximum 3% for Ahmedabad and Warangal and 4% for Sirsa branch. The quantity processed should be free of seed, cut seed, raw cotton, cowdy, gin jump, any other contamination, etc. In case the trash % is found to be more than above specified limit, then the lint % will be reduced to that extent and the bidder shall compensate CCI proportionate equivalent lint value as per CCI rates.
- (vi) Maximum permissible shortages (include visible/ invisible like cowdy, gin jump, etc.) will be displayed day to day on e-tender portal. In case the shortages is found to be more than above specified limit, then the lint % will be reduced to that extent and the bidder shall compensate CCI proportionate equivalent lint value as per CCI rates.
- (vii) Moisture content in the fully pressed bales should be a maximum of 8%. In case the moisture content is found to be more than above specified limit, then the lint % will be reduced to that extent and the bidder shall compensate CCI proportionate equivalent lint value as per CCI rates.
- (viii) By-products after processing namely seed, cowdy, gin jump, etc. will be the property of the Corporation and will be disposed off by the Corporation and the ginner will extend full cooperation for disposal.
- (ix) If the ginner is unable to give the lint percentage tendered, then recovery of shortfall will be made from the ginner as per market lint rates. Repeated under-recovery of lint may disqualify the factory from further participation in auction. Till the time recovery is made, the party will not be allowed to participate in the auction. In case actual lint % is found to be more than the tendered lint %, it will be surrendered to the Corporation.

12. Insurance

Insurance of stock will be covered by the Corporation.

	THE COTTON CORPORATION OF INDIA LTD. (A Government of India Undertaking) 'Kapas Bhavan', Plot No.3-A, Sector 10, CBD-Belapur, Navi Mumbai 400 614 Tel No: +91-22-27579217, Fax No: 022- 27576030, 27579219 Email: headoffice@cotcorp.com ; Website: www.cotcorp.gov.in ; Ministry's Website: www.ministryoftextiles.gov.in
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REGISTRATION FORM

(For Engagement of Ginning & Pressing units on Lint % basis)

- 1) Name of the Factory : -----
- i) Complete Postal Address : -----

- ii) Name of the contact person : -----
- iii) Telephone/ Mobile No. : -----
- iv) Fax No. : -----
- v) E-mail : -----

2) Type of Factory

- i) Whether Proprietorship, Partnership : -----
firm or Public/ Private Ltd. Company
- ii) Firm Registration No./ Date : -----

3) Details of Proprietor/ Partners/ Directors

- i) Name of Proprietor/ Partners/ : -----
Directors
- ii) Complete Postal Address : -----

- iii) Telephone/ Mobile No. : -----
- iv) Fax No. : -----
- v) E-mail : -----

4) Annual Turnover of Last three years :

Financial year	Turnover (Rs.in Crores)
2016-17	
2015-16	
2014-15	

- 5) GST No : -----
- 6) PAN of the firm : -----
- 7) Name and address of the Bankers : -----

- 8) Any other details you wish to mention : -----

9) Please attach copies of the following :

- i) Registration No., if any
- ii) GST No
- iii) PAN
- iv) Bankers' reference/ Solvency Certificate
- v) Partnership Deed/ Memorandum and Articles of Association
- vi) **All the necessary documents in support of the above should be enclosed**

10) CCI reserves the right to accept or reject any application or registration. However the ginner may ask the reasons for the same.

11) Mere Registration does not guarantee of the business.

12) The party should not be in defaulters List of any Central Government/State Government/PSU. A self undertaking must be submitted.

DECLARATION

I/We_____Proprietor/ Partner/ Director hereby declare that the information given above is true and correct to the best of my knowledge. I/We shall abide by all the terms & conditions for processing of kapas by the Corporation.

Signature of the Authorized Signatory

Date:_____

Address & Seal

Place:_____

Note:

The Registration form duly filled-in on the letterhead of the firm documents as per clause no.10 above, addressed to General Manager (Purchase), to be submitted at Corporate Office, The Cotton Corporation of India Ltd., Kapas Bhavan, Plot No.3 A, Sector-10, C.B.D. Belapur, Navi Mumbai- 400 614.

MINIMUM STANDARDS REQUIRED FOR ENGAGEMENT OF G & P FACTORY

S.No	Item	Minimum Requirements	Availability in G&P Factory
1	Ginning Machines	12 DRs of normal size / 11 extra-long DRs/ 9 Jumbo DRs with Autofeeder.	
2	Kapas Conveyor System	Mechanical/Pneumatic conveyor with Stone Catcher from heaps to individual gin. Central Platform system not permitted unless it exists already.	
3	Lint Conveyor System	<p>Mechanical/ Pneumatic Conveyor/ Palli or bora system (Manual)</p> <p>(i) From Gins to Pala Hall & subsequently from Pala Hall to Press by Mechanical/Pneumatic Conveyor.</p> <p>(ii) From Gin. To Pala Hall by Mechanical/Pneumatic Conveyor & subsequently from Pala Hall to press by Palli or Bora System (Manual)</p> <p>(iii) From Gin to Pala Hall by Palli or Bora System.(Manual) & subsequently from Pala Hall to Press by Mechanical/Pneumatic Conveyor.</p> <p>(iv) From Gin to Pala hall & subsequently from Pala Hall to Press or directly from Gin to Press Hall by Palli or Bora System (Manual)</p>	
4	Bale Press	Single stage oil hydraulic, autotramping 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.	
5	Conveyor for Seed	Automatic Conveyor from gins to Seed Platform.	

S.No	Item	Minimum Requirements	Availability in G&P Factory
6	Fire Fighting System	Overhead tank/ sump/Borewell/Well (With adequate water storage capacity) , with a minimum of 6 hydrants strategically located, hose pipes with nozzles and a stand-by diesel pump besides an electric pump.	
7	Underground Wiring	All high tension and low tension wires/cables to be under-ground	
8	Weigh Bridge	Capacity: 20 tons/ 5 tons depending on local needs (Not required if the facility is available nearby)	
9	Pucca Platform for Kapas	Raised/Pucca platform with a minimum of 5,000 sq. ft. area.	
10	Covered Storage Space for Lint (Pala Halls)	Storage space for Lint :-- Pucca/Semi Pucca Space in the range of 1000-2000 sq.ft.area.	
11	Seed Platform	Raised, platform of minimum 1000 sq. ft. area.	
12	Bale Storage Space	Pucca/Semi Pucca Platform adjoining Press Hall and admeasuring a minimum area of 600 sq. ft.	
13	Road	Pucca/Semi Pucca Road with at least 10 ft.width.	
14	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.	

ANNEXURE-III

MINIMUM STANDARDS REQUIRED FOR ENGAGEMENT OF G & P FACTORY

S.No	Item	Minimum Requirements	Availability in G&P Factory
1	Ginning Machines	12 DRs of normal size / 11 extra-long DRs/ 9 Jumbo DRs with Autofeeder	
2	Precleaner	Cleaner with capacity to suit the processing speed of the ginning machines.	
3	Lint Cleaner	Cleaner with capacity to suit the processing speed of ginning machines.	
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.	
5	Lint Conveyor System	Mechanical / Pneumatic Conveyor (i) from Gins to Lint Cleaner; (ii) from Lint Cleaner to each Pala Hall and (iii) from each Pala Hall to a. Bale Press Hall in case of existing Conventional Bale Press b. Bale Press box through Lint slide & Pusher Mechanisms in case of modern Bale Press (direct feeding of cotton from Lint Cleaner to Press box permitted)	
6	Bale Press	Single stage oil hydraulic, autotramping 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.	

S.No	Item	Minimum Requirements	Availability in G&P Factory
7	Conveyor for Seed	Automatic Conveyor from gins to Seed Platform	
8	Humidifier/ Moisturiser	In Gin Hall In case of Central Platform, 2 Benson fans or adequate number of nozzles. In Pala Halls 2 Benson fans in each Hall or adequate number of nozzles.	
9	Fire Fighting System	Overhead tank/ sump (capacity 65,000 litres), with a minimum of 6 hydrants strategically located, hose pipes with nozzles and a stand-by diesel pump besides an electric pump.	
10	Underground Wiring	All high tension and low tension wires/cables to be under-ground	
11	Weigh Bridge	Capacity: 20 tons/ 5 tons depending on local needs (Not required if the facility is available nearby)	
12	Pucca Platform for Kapas	Raised platform with a minimum of 5,000 sq. ft. area.	
13	Covered Storage Space for Lint (Pala Halls)	Hall(s) with a minimum area of 2000 sq. ft., pucca floor.	
14	Seed Platform	Raised, platform of minimum 1000 sq. ft. area.	
15	Bale Storage Space	Platform with cemented floor adjoining Press Hall and admeasuring a minimum area of 600 sq. ft.	
16	Road	CC Road with at least 10 ft. width.	
17	Boundary Wall/ Fence	Wires mesh fence or barbed wire fence with less than 1 ft. gap between wires, or masonry wall, all of a minimum height of 6 ft.	

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

AGREEMENT FOR ENGAGING GINNING AND PRESSING FACTORY

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

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

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

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

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

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

1. The factory undertakes to make available to the Corporation its ginning and pressing capacity for the kapas to be processed in e-tender. The day's procured kapas will be processed within 10 days from the date of e-tender.

The factory shall be responsible for smooth processing without any interruption whatsoever. If the ginning and pressing factory causes delay in the processing work of the Corporation, the Corporation shall be entitled to recover damages on account of loss caused by such delays including overhead expenses, and will be disallowed to participate in e-tender.

2. The factory shall provide space for storing the kapas, cotton, cotton seed, lint, fully pressed bales etc. till all the goods belonging to the Corporation are removed by the Corporation.
3. The factory agrees to gin and press such quantity of kapas and cotton as will be delivered to the factory by the Corporation for ginning and/or pressing from time to time. Every consignment of kapas and/or cotton delivered by the Corporation to the factory for ginning and/or pressing will be ginned and/or pressed by the factory immediately after receipt.
4. The factory shall provide and maintain the agreed ginning and pressing facilities in their factory premises so that the ginning and pressing work entrusted by the Corporation is not hampered and goes on continuously till the consignment of kapas and/or cotton delivered by the Corporation to the factory, is fully ginned and/or pressed.
5. The factory shall make proper arrangement for the safety of kapas, cotton, cottonseeds, lint pressed bales, etc. belonging to the Corporation in the factory premises and not allow mixing of the same with any other cotton belonging to any other persons. If any loss is caused to the Corporation on account of breach of this clause by the factory, the factory will be fully responsible and liable to make good the loss, if any, caused to the Corporation. The loss shall be determined by the Corporation and shall be acceptable to the factory.
6. The factory shall endeavor to minimize the shortages and contamination during the storage of kapas, cotton, cottonseed, lint, full pressed cotton bales and other by-products depending on variety of cotton.
7. The factory will provide adequate facilities for the processing of the Corporation's stock for ginning and pressing with required pre and post-ginning and pressing treatment in order to maintain the quality of the cotton bales of the Corporation, till the processing work of the Corporation is fully completed.
8. The factory will be responsible for the quality of ginning and pressing of kapas. In case the Corporation finds that the quality of ginning and pressing is defective, the factory will be liable to make good the loss caused due to damage to the kapas, cotton, cotton-seeds, etc. belonging to the Corporation as ascertained by the Corporation.
9. In case of false packing by the Ginning and Pressing factory, losses on sale of such cotton bales will be recovered from the Ginning and Pressing factory.
10. Processing of kapas will be done in presence of CCI employee or its representative.

11. The factory will be responsible for effecting prompt repairs, replacements or modifications to the machinery, which may be pointed out to them by a representative of the Corporation. The Representative of the Corporation will be empowered to stop the work of Ginning and pressing carried out on behalf of the Corporation if he is of the opinion that it is necessary to do so in the interest of the Corporation and the factory will have to effect necessary repairs, replacement or modification without any loss of time, to the entire satisfaction of the representative of the Corporation. In the event of any delay or refusal on the part of the management of the Factory in carrying out such repairs or modifications within the reasonable time, the factory will be liable for all loss that the Corporation may suffer on account of delay in carrying out the required work of Ginning and pressing.
12. The factory undertakes to carry out ginning and pressing work as per standard practices stipulated or followed by the Corporation from time to time as per Cotton Control Orders and other orders issued by the Government of India from time to time.

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

1. The net weight of a fully pressed bale should not be less than 170 kgs. However, tolerance limit of ± 5 kg may be allowed for all the months except during March to June when the tolerance shall be of ± 7 kg. subject to the condition that the average net weight of a lot of 100 bales should not be less than 165 quintals. Suitable deductions will be made from pressing charges if the average net weight of a lot is less than 165 quintals per lot of 100 bales. However, no extra payment will be made for excess weight in the lot. The weight list shall be issued for each completed lot recording weight of each bale in the order of serial number and the Factory shall be fully responsible for the correctness of the weight of cotton bales.
2. The pressed bales shall be covered from all the sides as per CCI specifications i.e. fully covered with new iron hoops of 18/19 gauge and 1/2" width, with cloth 20X20 count, 48X40 R&P, 127 cm width, weight 122 gms per Sq. Metres to be arranged by G&P factory with stitching and covering of bales from all sides including top and bottom and its stitching by a three ply jute twin/cotton thread evenly spaced and properly made. The distance between two stitches shall not exceed 30 mm. In case the packing material is found to be of sub-standard or inferior quality or is unsatisfactory, the factory shall make good the loss to the Corporation as determined by the Corporation.
3. The factory shall not allow any bales of the Corporation to remain without marking and stamping of the Corporation after pressing. The marking of the bales should be done on one side of the bales by black and superior quality of ink so that it is durable and clearly visible. The ink used should be non-percolating. No other colour should be used. On demand from the Corporation, Factory shall affix canvas stickers on the bales in lieu of ink marka.

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 fire fighting 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 to at its own cost for underground electric wiring before the commencement of the work of ginning and pressing of the kapas and cotton delivered by the Corporation to the factory.
2. The factory will ensure that no goods belonging to the Corporation such as kapas, cotton, cotton seed, lint, full pressed cotton bales and other goods are allowed to go out of the premises of the ginning and pressing factory without a proper gate-pass duly signed by the Authorized Representative or employee of the Corporation coupled with a gate pass of the factory.
3. The factory will keep adequate staff at the gate of the factory premises for making entries in the register specially maintained for the purpose, of all daily inward and outward movement of kapas, cotton, cotton seed, lint, bardana, pressed bales and other goods. The Manager or any person Incharge of the factory shall cause such report of the said staff to be given to the representative of the Corporation during the course of the day. The representative of the Factory shall reconcile the entries, if any discrepancy is pointed out. The factory shall also give certificate of inward and outward movement separately for kapas, cotton, cottonseeds, lint, bardana, pressed bales and other goods on the basis of the inward and outward register. The factory shall also maintain daily stock register indicating number of bales pressed daily and closing stock. Factory agrees and undertakes to certify the stock of the Corporation jointly with the representatives of the Corporation and to furnish statement of stocks to the Corporation, as and when required.
4. The factory shall not object to the access of any officer of the Corporation from Head Office/Branch Office visiting the factory to the inward and outward register and the gate passes maintained by the person posted at the gate/Gate-keeper and shall handover the register and the gate passes, if required. The register and the gate passes would be returned after getting photocopies in the eventuality of investigation.
5. The factory shall make proper arrangements for protection of the goods of the Corporation against theft, mixing, damage or any other risk by providing safety measures in the factory and shall be fully responsible and liable to make good any loss that the Corporation might suffer on account thereof.

6. The Factory agrees and undertake not to hypothecate, pledge or otherwise encumber or charge the kapas or cotton, whether ginned or unginned, pressed or not, cotton seed and other goods belonging to the Corporation lying in the premises of the factory and shall indemnify and keep indemnified the Corporation against any claim that may be made there to by any other party. The factory shall also not have any lien on the goods of the Corporation.
7. The factory shall under no circumstances, detain any stock of the Corporation or restrict the Corporation from removing its stock out of the factory premises even in case of any dispute.
8. The factory shall take all the safety measures in running the factory and maintain the machines and the factory buildings in accordance with the provisions of the Factories Act and rules made thereunder and any other laws including labour laws and child labour act in force. The factory shall be solely responsible for contravention or non-compliance with provisions of the said Act and the said Rules. The Corporation and/or any of its employee and/or its temporary, casual, skilled or unskilled labour shall not be responsible for any such contravention as it is giving its stocks for processing on job basis only and in no way responsible for maintenance of equipments/machinery/factory.

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

1. The ginning and pressing rates shall include all work commencing from unloading of kapas for processing in the factory to loading of bales for dispatching to godowns.
2. For the described work of ginning and pressing including the inputs of labour and material as per the Corporation shall pay to the factory owner the ginning and pressing charges at the following rates:

Roller

**(i) Combined ginning & pressing rates with cost of iron hoops
but excluding cost of cloth.**

Rs._____

Note:

- ◆ **The specifications for iron hoops (18/19 gauge, 1/2" width)**
- ◆ **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.

3. The factory will send its bills for Ginning and pressing charges to the Corporation, with a certificate once in a fortnight from the Corporation's representative that the standard of ginning and pressing is according to the prescribed standard. The Corporation shall, after due scrutiny of the bills, make 90% payment of those bills that are passed or accepted by the Corporation to the factory within a fortnight from the date of receipt of the bills by them, if found in order. 10% balance shall be paid after satisfactory completion of entire ginning and pressing work during the season. The Corporation shall release all payments by account payee cheques payable at ----- . 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. The Factory shall make its own adequate arrangements for the weighment of the Corporation's kapas, cotton, product and by-product and maintain adequate number of weighing scales duly certified by the Weights & Measures Department of Government. The weighment shall be made in presence of the representative of both the parties hereto. For any adverse weight difference between press weight and delivery weight of FP Bales, the factory is likely to be penalized.
2. The staff and labour employed by the factory in connection with the running of the factory is governed by the Law, Rules and regulations relating to industrial relations, labour laws and child labour act in force. The Corporation and/or any of its employee and/or its temporary, casual, skilled or unskilled labour shall not be responsible for any such contravention. The Corporation shall also not be liable to such staff or for wages, compensation, and damages or in any other manner. The factory shall indemnify the Corporation from and against all risks, claims, demands, orders and judgments in this regard. Further the factory should ensure that they have been allotted Provident Fund Code Number and to this effect produce a certified copy of the letter issued by the Regional Provident Fund Commissioner allotting the code number to the factory.
3. 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.
4. 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.

5. 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.
6. 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.
7. In case of fire in the stocks of the Corporation in the Ginning and Pressing factory, the bill for the concerned heap will not be settled until fire claim is received from concerned Insurance Company.
8. The factory undertakes to provide suitable accommodation for the office of the Corporation in the factory premises, free of charge. The factory will maintain and provide adequate supply of water, power supply, approach road from the main road and other amenities and facilities to the staff of the Corporation. The accommodation amenities and facilities shall continue to be provided by the factory to the Corporation even after the actual work of ginning and pressing is over, until the disposal of the bales, the by-products and all other goods of the Corporation.
9. 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.
10. The factory is a company/partnership/proprietary/joint family concern. Copies of documents evidencing this fact are annexed hereto.
11. 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.
12. 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.
13. 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.

14. 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 : _____

DECLARATION

I hereby request to The Cotton Corporation of India Limited, _____ on behalf of M/s-----
----- Factory -----
----- in the capacity of authorized representative
that I give my consent to issue one T.D.S. Certificate for each completed financial year
i.e.20_ - _ & 20_ - _ separately for the amount of Income Tax deducted at source
(T.D.S).

For _____
