

**U.P. CO-OPERATIVE SUGAR FACTORIES FEDERATION LTD DISTILLERY UNIT NANAUTA  
SAHARANPUR.  
DISTILLERY UNIT NANAUTA (SAHARANPUR)**

Telephone: 7880888850	
Email : nntDistillery@yahoo.co.in	Website: etender.up.nic.in

**COMPETITIVE E-BIDDING**

**COMPETITIVE E-BIDDING FOR SUPPLY OF FULLY AUTOMATIC POWER FACTOR CONTROL PANEL 500 KVAR APFC HEAVY DUTY, CAPACITOR 525 VOLT WITH ALL ACCESSORIES FOR L & T MAKE NANAUTA DISTILLERY (SEE ANNEXURE I FOR DETAILS OF WORK) Repair & Supply of work**

e-bid REFERENCE	:	NNT/D1/2023-24/293	Dt. 17.06.2023
e-Bid DOWNLOAD start date	:	17.06.2023 6:30 PM ONWARDS	
e-Bid SUBMISSION start date	:	17.06.2023 6:30 PM ONWARDS	
LAST DATE AND TIME FOR SUBMISSION OF e-Bids	:	24.06.2023 UPTO 6:30 PM	
DATE AND TIME OF OPENING OF ON LINE TECHNICAL e-Bids	:	26.06.2023 AT 11:00 AM	
DATE AND TIME OF OPENING OF ON LINE FINANCIAL e-Bids	:	26.06.2023 AT 03:00 PM	
PLACE OF OPENING OF e-Bids	:	U.P. Co-operative Sugar Factories Federation Ltd. Distillery Unit Nanauta (Saharanpur)	
ADDRESS FOR COMMUNICATION	:	General Manager U.P. Co-operative Sugar Factories Federation Ltd Distillery Unit Nanauta (Saharanpur)	
e-Bid E.M.D	:	Rs.25000.00	

It will be the responsibility of the e-Bidders to check U.P. Government e-Procurement website <https://etender.up.nic.in> for any amendment through corrigendum in the e-tender document. In case of any amendment, e-Bidders will have to incorporate the amendments in their e-Bids accordingly.

e-tender Document Processing fee /Cost : Rs.500+18% GST =Rs 590

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DISTILLERY UNIT NANAUTA (SAHARANPUR)**

<b>Telephone: 7880888850</b>	
<b>Email :nntDistillery@yahoo.co.in</b>	<b>Website: etender.up.nic.in</b>

**e-Tender Notice**

**COMPETITIVE E-BIDDING FOR SUPPLY OF FULLY AUOMATIC POWER FACTOR CONTROL PANEL 500 KVAR APFC HEAVY DUTY, CAPACITOR 525 VOLT WITH ALL ACCESSARIES FOR L & T MAKE NANAUTA DISTILLERY (SEE ANNEXURE I FOR DETAILS OF WORK) REPAIR & SUPPLY OF WORK**

The tender Document may be downloaded from portal <http://etender.up.nic.in> and Federation's website [etender.up.nic.in](http://etender.up.nic.in)

**Schedule of Tenders:**

1	Name of the department	UP Co-operative sugar factories federation ltd., Distillery Unit Nanauta.
2	Procedure for obtaining E-Bid	Tender form is to be down loaded from E-tender portal <a href="http://etender.up.nic.in">http://etender.up.nic.in</a> from 28.06.2021 at 6.55 onward
3	Price of bid document(Tender fee)	Rs. 500/- (Rs. Five hundred only) + 18% GST = Rs 590/- through DD (Non refundable) drawn on any Nationalized Bank/Scheduled Bank in Favor of UP Co-operative sugar factories federation ltd., Distillery Unit Nanauta Saharanpur Payable at <b>Nanauta</b> .
4	E-Bid EMD	Rs. 25000.00 (Rs. Fifty thousand Rs only) drawn on any Nationalized Bank/Scheduled Bank in Favor of UP Co-operative sugar factories federation ltd., Distillery Unit Nanauta Saharanpur Payable at <b>Nanauta</b> . Or online transfer by RTGS/NEFT IN ACCOUNT NO. 3726000102068647 IFSC CODE PUNB0372600 OF UP Co-operative sugar factories federation ltd., Distillery Unit Nanauta
5	E-bid submission start date	17.06.2023 6:30 PM ONWARDS
6	Last date & time of submission of bids	24.06.2023 up-to 6.55 PM
7	Opening of technical bid (date & time)	26.06.2023 at 11.00 AM
8	Opening of financial bid (date & time)	26.06.2023 at 03:00 PM
9	Time of Completion/Validity of Tender	1 Month From the date of Agreement./3 month

The tender fee (non refundable) and E.M.D. will be deposited in Distillery office on or before the date & time specified. E-Tender without E.M.D. shall be rejected. The Distillery reserves the right to cancel any or all bids or the e-bidding process without assigning any reason thereof. The decision of Distillery will be final & binding upon bidders

**GENERAL MANAGER**

## INVITATION FOR e-Bids

### **COMPETITIVE E-BIDDING FOR SUPPLY OF FULLY AUTOMATIC POWER FACTOR CONTROL PANEL 500 KVAR APFC HEAVY DUTY, CAPACITOR 525 VOLT WITH ALL ACCESSORIES FOR L & T MAKE NANAUTA DISTILLERY (SEE ANNEXURE I FOR DETAILS OF WORK) REPAIR & SUPPLY OF WORK**

- Bidders are advised to study the tender document carefully and are advised to visit the Distillery Unit Nanauta to assess the actual work.**, Submission of e-Bid against this tender shall be deemed to have been done after site visit, careful study and examination of the procedures, terms and conditions of the tender Document with full understanding of its implications.
- The e-Bid prepared in accordance with the procedures enumerated in ITB Clause 15 of Section-I should be submitted through e-Procurement website <https://etender.up.nic.in>.
- The tender document is available at e-Procurement website <https://etender.up.nic.in> from dated 17.06.2023 at 06:30 PM onwards. Interested bidders may view, download the e-Bid document, seek clarification and submit their e-Bid online up to the date and time mentioned in the table below:**

1	Name of the department	UP Co-operative sugar factories federation ltd., Distillery Unit Nanauta.
2	Procedure for obtaining E-Bid	Tender form is to be down loaded from E-tender portal <a href="http://etender.up.nic.in">http://etender.up.nic.in</a> from 17.06.2023 at 6.55 onward
3	Price of bid document(Tender fee)	Rs. 500/- (Rs. Five Hundred only) + 18% GST = Rs 590/- through DD (Non refundable) drawn on any Nationalized Bank/Scheduled Bank in Favour of UP Co-operative sugar factories federation ltd., Distillery Unit Nanauta Saharanpur Payable at Nanauta.
4	E-Bid EMD	Rs. 25000.00 (Rs. Fifty thousand only) drawn on any Nationalized Bank/Scheduled Bank in Favour of UP Co-operative sugar factories federation ltd., Distillery Unit Nanauta Saharanpur Payable at Nanauta.
5	E-bid submission start date	17.06.2023 6:30 PM ON WARDS
6	Last date & time of submission of bids	24.06.2023 upto 6.55 PM
7	Opening of technical bid (date & time)	26.06.2023 at 11.00 AM
8	Opening of financial bid (date & time)	26.06.2023 at 03.00 PM
9	Contact officer	Name: Mr.Pradeep Kumar Pundir, Distillery Manager Nanauta Mob:- 7880888850

- The bidders need to submit the proof of submission of cost of e-Bid document as stated in the above table through Demand Draft drawn on any nationalized/scheduled bank in favour of U.P. Co-

operative Sugar Factories Federation Ltd Distillery Unit Nanauta Saharanpur **Distillery Unit Nanauta** (hereinafter referred as the Distillery / the Purchaser) payable at **Nanauta**. The scanned copy of Demand Draft must be enclosed along with the e-Bids but the original Demand Draft should reach the office of the Distillery/ the Purchaser at Nanauta (Saharanpur) before opening of Technical e-Bid.

5. All e-Bid must be accompanied by e-Bid Earnest Money Deposit (EMD) in the form of Demand Draft, drawn on any nationalized/scheduled bank in favour of U.P. Co-operative Sugar Factories Federation Ltd Distillery Unit Nanauta Saharanpur., payable at Nanauta. The scanned copy of the demand draft for e-Bid EMD must be submitted along with the e-Bid and the original should reach the Distillery Unit Nanauta before opening of Technical e-Bids. No Interest would be payable on e-Bid Earnest Money deposited with the Nanauta Distillery.
6. The e-Bids will be electronically opened in the presence of bidder's representatives, who choose to attend the venue on the date and time mentioned in the above table. An authority letter of bidders' representative will be required to be produced.
7. The Distillery reserves the right to accept or reject any or all the e-Bids/annul the e-Bid process without assigning any reason thereof. The decision of the Federation will be final and binding on bidders.
8. In the event of date specified for e-Bids opening being declared a holiday for the Distillery Unit Nanauta office then the due date for opening of e-Bids shall be the following working day at the appointed time and place.
9. **All the required documents including Price Schedule/BOQ should be uploaded by the e-Bidder electronically in the PDF/XLS format. The required electronic documents for each document label of Technical (Fee details, Qualification details, e-Bid Form and Technical Specification details) schedules/packets can be clubbed together to make single different files for each label.**
10. The companies/firms who are reg1ered at e-Procurement portal for e-tendering with UP Electronics Corporation Ltd, 10 Ashok Marg, Lucknow-226002, would only be eligible for participating in this e-tender as well as in e-tendering system of U.P. Govt. departments. All companies/firms who have not reg1ered themselves with UPLC Ltd, Lucknow for e-tendering till date can get their reg1ration done by depositing a filled in form issued by UPLC Ltd, Lucknow along with reg1ration fee of Rs. 6000.00 (Rupees Six thousand only) for participating in this e-tender. The companies/firms, who are not having digital signature, can also get their digital signature on deposit of processing fees of Rs.1500.00 (Rupees One thousand Five Hundred only). The companies/firms may contact the officials on phone numbers (0522) 4130303 Extn 305 & 307, 09721451211, for their Reg1ration/Digital Signature Certificate related queries. The reg1ration fee may also be deposited through RTGS. The details of RTGS are as under:

M/s U.P. Electronics Corporation Ltd, Lucknow  
Indian Bank  
Ashok Marg, Lucknow  
A/C No. 772819168  
IFC code- IDIBOOOL002  
CBS code- 00527

Rs.6000/-

### **For E-bid submission process Enquiry Please Contact Following Persons**

Sri Pradeep Kumar Pundir - 7880888850

## **SECTION I : INSTRUCTIONS TO BIDDERS (ITB)**

### **(A) THE BID DOCUMENT**

#### **1- Cost of e-Bid**

- a) The bidder shall bear all costs associated with the preparation and submission of its e-Bid and U.P. Co-operative Sugar Factories Federation Ltd Distillery Unit Nanauta Saharanpur,( hereinafter referred to as “the Purchaser”), will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the e-Bid process.
- b) This tender document is available on the web site <https://etender.up.nic.in> to enable the bidders to view, download the e-Bid document and submit e-Bids online up to the last date and time mentioned in e-Tender notice/e-tender document against this e-Tender. The bidders shall have to pay e-Tender document fee of Rs.500/- (Rs. Five Hundred only)+18%GST = Rs 590/- through RTGS Draft drawn on any nationalized/scheduled bank payable in favour of U.P. Co-operative Sugar Factories Federation Ltd Distillery Unit Nanauta Saharanpur, Payable at Nanauta. The scanned copy of the Demand Draft must be enclosed along with the e-Bid but the original Demand Draft should reach the Purchaser’s office before opening of the technical e-Bid. This e-tender document fee Rs.500/- (Rs. . Five Hundred only ) +18% GST = Rs 590/- will be non-refundable.

#### **2- Contents of e-Bid Document**

- 2.1 The goods required to be supplied; e-Bid procedure and contract terms and conditions are prescribed in the e-Bid document. The e-Bid document includes:  
Invitation for e-Bid

Section I	: Instruction to bidders (ITB);
Section II	: Conditions of E-tender/ Contract (CC),
Section III	: Technical e-Bid;
Section IV	: Financial e-Bid;

- 2.2 The bidder is expected to examine all instructions, forms, terms and specifications in the e-Bid document. Failure to furnish all information required as per the e-Bid document or submission of e-Bid not responsive to the e-Bid document in every respect will be at the bidder’s risk and may result in rejection of the said e-Bid.

#### **3- Clarification of e-Bid Document**

A prospective bidder requiring any clarification of the e-Bid document may raise his/her point of clarification through Bid Management Window after successfully login to the e-Procurement website <https://etender.up.nic.in>. The bidder may seek clarification by posting query in the relevant window after clicking "Seek Clarification" option in the view e-tender details window for e-tender which can be selected through my tender option of e-Bid submission menu. The clarification will be replied back by the Purchaser through the e-Procurement website which can be read by the bidder through the "Clarification" option under Bid Submission menu. The Purchaser may also respond to clarifications raised by the prospective bidders on Purchaser's e-mail address [nntDistillery@yahoo.co.in](mailto:nntDistillery@yahoo.co.in).

#### **4- Amendment of e-Bid Document**

- 4.1 At any time prior to the deadline for submission of e-Bid, the Purchaser may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the e-Bid document by amendments. Such amendments shall be uploaded on the e-Procurement website <https://etender.up.nic.in> through corrigendum and shall form an integral part of e-Bid document. The relevant clauses of the e-Bid document shall be treated as amended accordingly.
- 4.2 It shall be the sole responsibility of the prospective bidders to check the web site <https://etender.up.nic.in> from time to time for any amendment in the e-tender document. In case of failure to get the amendments, if any, the Purchaser shall not be responsible for it.
- 4.3 In order to allow prospective e-Bidders a reasonable time to take the amendment into account in preparing their e-Bids, the Purchaser, at his discretion, may extend the deadline for the submission of e-Bids. Such extensions shall be uploaded on the e-Procurement website <https://etender.up.nic.in>.

## **(B) PREPARATION OF e-Bid**

### **5- Language of e-Bid**

- 5.1 The e-Bid prepared by the bidder, as well as all correspondence and documents relating to the e-Bid exchanged by the bidder and the Purchaser shall be written either in English or Hindi language. The correspondence and documents in Hindi must be accompanied by embedded/separate Hindi font files. Only English numerals shall be used in the e-Bid.

### **6- Documents Constituting the e-Bid**

- 6.1 The e-Bid prepared by the bidder shall comprise the following components:

- (a) **Technical e-Bid** - Technical e-Bid For U.P. Cooperative Sugar Factories Federation Limited. Distillery Unit Nanauta (Saharanpur)

- (i) **Fee Details** - includes copies of e-tender document processing/Cost and e-Bid Earnest Money Deposit furnished in accordance with ITB Clause 12 in PDF format.
- (ii) **Qualification Details** – includes copies of required documents as per ITB Clauses 10 and 11 in PDF format justifying that the bidder is qualified to perform the contract if his/her bid is accepted and that the bidder has financial, technical and production capability necessary to perform the contract and meets the criteria outlined in the Qualification Requirement and Technical Specification and fulfill all the conditions of the Contract and that the goods and ancillary services to be supplied by the bidder conform to the e-Bid document and Technical Specifications.
- (iii) **e-Bid Form** – includes copy of filled in e-Bid Form as per Section-III(A) of e-tender document in PDF format justifying that the bidder is complying with all the conditions of the Contract and Technical Specifications of the e-Bid Document as no deviation will be acceptable to the Purchaser.
- (iv) **Technical Specification Details** – includes copy of filled in Technical Specifications as per Annexure-II of Technical e-bid. HMBD will be submitted in technical bid.

- (b) **Financial e-Bid** – Financial e-Bid will comprise of:

- (i) **e-Bid Form** – includes copy of filled in e-Bid Form as per Section-IV (A) of e-tender document in PDF format.
- (ii) **Price Schedule/BOQ** - includes Price Schedule/BOQ as per Section-IV (B) in XLS format to be filled after downloading from the e-Procurement website for this e-tender.

### **7- e-Bid Form**

- 7.1 The bidder shall complete the e-Bid Form and the appropriate Price Schedule/BOQ furnished in the e-Bid document, including the goods to be supplied, their quantities and prices in the format given in the e-Bid document.



## **8- e-Bid Price**

### **8.1 COMPETITIVE E-BIDDING FOR SUPPLY OF FULLY AUOMATIC POWER FACTOR CONTROL PANEL 500 KVAR APFC HEAVY DUTY, CAPACITOR 525 VOLT WITH ALL ACCESSARIES FOR L & T MAKE NANAUTA DISTILLERY (SEE ANNEXURE I FOR DETAILS OF WORK) REPAIR & SUPPLY OF WORK**

**8.2** The price is F.O.R Destination including all duties and other taxes. GST Extra

The price quoted as above as 8.1 will be The rates , (including dismantling ,Fabrication and Erection , packing & forwarding, freight charges, Loading/Unloading charges, custom duty/GST, insurance, all other taxes & duties) levied by Central/State Government and other relevant miscellaneous expenses etc. ,

**8.3** Prices quoted by the bidder shall be fixed (during the bidder's performance period of the Contract) and not subject to variation on any account subject to ITB Clause. E-Bid submitted with an adjustable price quotation unless asked for shall be treated as non-responsive and rejected.

## **9- e-Bid Currencies**

Prices shall be quoted in Indian Rupees only.

## **10- Documents Establishing bidder's Qualification**

**10.1** Pursuant to ITB Clause 6, the bidder shall furnish, as part of its Technical e-Bid, documents establishing the bidder's qualification to perform the Contract if its e-Bid is accepted. The documentary evidence should be submitted by the bidder electronically in the PDF format.

**10.2** The documentary evidence of bidder's qualification to perform the Contract if its e-Bid is accepted shall be as per Pre Qualification Requirements given in section II (2) and shall be submitted as specified in e-tender document.

## **11- Documents Establishing Good's Conformity to e-Bid Documents**

**11.1** Pursuant to ITB Clause 6, the bidder shall furnish, as part of its e-bid, documents establishing the conformity to the e-Bid documents of all goods and services which the bidder proposes to supply under the contract. The documentary evidence should be in form of the PDF file format.

## **12- e-Bid Earnest Money Deposit (EMD)**

**12.1** Pursuant to ITB Clause 6, the bidder shall furnish, as part of its e-Bid, an e-Bid EMD of Rs. 25000.00 (Rs. Twenty Five thousand only) in the shape of RTGS of any nationalized/ scheduled bank /RTGS/NEFT in favour of U.P. Co-operative Sugar Factories Federation Ltd Distillery Unit Nanauta Saharanpur. The scanned copy of the demand draft for e-Bid EMD must be submitted along with the e-Bid and the original should reach the Purchaser's office at Distillery before opening of technical e-Bid. No Interest on EMD will be paid.

The technical bid should accompany a demand draft/ pay order of nationalized/ Scheduled reputed Bank drawn in favour of U.P. Cooperative Sugar Factories Federation Ltd. Distillery Unit Nanauta payable at Nanauta for an amount of Rs ( Fifty Thousand only) as EMD.

- (A) EMD furnished by all unsuccessful bidders will be returned to them (except successful and L2 bidder) without any interest whatsoever at earliest but not later than 30 days of issue of LOI. EMD of L2 will be refunded, without any interest after execution of Agreement with successful bidder. EMD of the successful bidder will be adjusted into security, without any interest whatsoever.

The scanned copy of the NEFT/RTGS for e-Bid EMD must be submitted along with the e-Bid and the original should reach the Purchaser's office at Nanauta before opening of technical e-Bid. No Interest on EMD will be paid.

- 12.2 The e-Bid E.M.D is required to protect the Purchaser against the risk of bidder's conduct which would warrant the EMD's forfeiture, pursuant to ITB Clause 12.7.
- 12.3 The e-Bid E.M.D shall be in Indian Rupees and shall be in the following forms only:  
A demand draft/Pay order payable in favour of U.P. Co-operative Sugar Factories Federation Ltd Distillery Unit Nanauta Saharanpur at Nanauta.
- 12.4 Any e-Bid not secured in accordance with ITB Clauses 12.1 and 12.3 above shall be treated as non-responsive and rejected by the Purchaser.
- 12.5 Unsuccessful bidder's e-Bid E.M.D will be returned upon the written request through cheque or DD/RTGS/NEFT in original submitted at the time of E-bid as promptly as possible after the expiration of the period of e-Bid validity prescribed by the Purchaser, pursuant to ITB Clause 13.
- 12.6 The e-Bid E.M.D may be forfeited:  
(a) if a bidder (i) withdraws its e-Bid during the period of e-Bid validity specified by the bidder on the e-Bid Form; or (ii) does not accept the correction of errors pursuant to ITB Clause 22.2; or (iii) modifies its e-Bid price during the period of e-Bid validity specified by the bidder on the e-Bid form or  
(b) in case of a successful bidder, if the bidder fails:  
(i) to sign the Contract with the Purchaser in accordance with ITB Clause 28  
(ii) to furnish performance security in accordance with ITB
- 12.7 The successful bidder's e-Bid E.M.D will be converted into security deposit which shall be 5% of the Contract Price. The balance amount shall be deducted from the bills on prorata basis if seller fails to produce the bank guarantee against security money. The required security amount shall be deducted from the each bill submitted by seller.

### 13- Period of Validity of e-Bid

- 13.1 e-Bid shall remain valid for 90 days from the opening of financial bid pursuant to ITB Clause 19.B-2. An e-Bid valid for a shorter period shall be rejected by the Purchaser as non-responsive.
- 13.2 In exceptional circumstances, the Purchaser may solicit the bidder's consent to an extension of the period of e-Bid validity. The request and the response thereto shall be made in writing. A bidder may refuse the request without forfeiting its e-Bid security. A bidder granting the request will not be required nor permitted to modify its e-Bid.

### 14- Format and Signing of e-Bid

- 14.1 The bidder shall prepare one electronic copy each of the Technical e-Bid and Financial e-Bid separately.
- 14.2 The e-Bid document shall be digitally signed, at the time of uploading, by the bidder or a person or persons duly authorized to bind the bidder to the Contract. The letter authorization shall be indicated by a scanned copy of written power-of-attorney accompanying the e-Bid. All the pages/documents of the e-Bid that are to be uploaded shall be digitally signed by the person authorized to sign the e-Bid.

### 15- Submission of e-Bid

The Bid Submission module of e-Procurement website <https://etender.up.nic.in> enables the bidders to submit the e-Bid online in response to this e-tender published by the Purchaser. Bid Submission can be done only from the Bid Submission start date and time till the Bid Submission end date and time given in the e-tender. Bidders should start the Bid Submission process well in advance so that they can submit their e-Bid in time. The bidders should submit their e-Bid considering the server time displayed in the e-Procurement website. This server time is the time by which the e-Bid submission activity will be allowed till the permissible time on the last/end date of submission indicated in the e-tender schedule. Once the e-Bid submission date and time is over, the bidders cannot submit their e-Bid. For delay in submission of e-Bid due to any reasons, the bidders shall only be held responsible.

The bidders have to follow the following instructions for submission of their e-Bid:

- 15.1 For participating in e-Bid through the e-tendering system, it is necessary for the bidders to be the registered users of the e-Procurement website <https://etender.up.nic.in>. The bidders must obtain a User Login Id and Password by registering themselves with U.P. Electronics Corporation Limited, Lucknow if they have not done so previously for registration. Refer to details given in Invitation for e-Bid Clause 10.
- 15.2 In addition to the normal registration, the bidder has to register with his/her **Digital Signature Certificate (DSC)** in the e-tendering system and subsequently he/she will be allowed to carry out his/her e-Bid submission activities. Registering the Digital Signature Certificate (DSC) is one time activity. Before proceeding to register his/her DSC, the bidder should first log on to the e-tendering system using the User Login option on the home page with the Login Id and Password with which he/she has registered as per clause 15.1 above.

For successful registration of DSC on e-Procurement website <http://etender.up.nic.in> the bidder must ensure that he/she should possess Class-2/ Class-3 DSC issued by any certifying authorities approved by Controller of Certifying Authorities, Government of India, as the e-Procurement website <https://etender.up.nic.in> is presently accepting DSCs issued by these authorities only. The bidder can obtain

User Login Id and perform DSC registration exercise as described in clauses 15.1 and this clause 15.2 above even before e-Bid submission date starts. The Purchaser shall not be held responsible if the bidder tries to submit his/her e-Bid at the last moment before end date of submission but could not submit due to DSC registration problem.

- 15.3 The bidder can search for active tenders through "Search Active tenders" link, select a tender in which he/she is interested in and then move it to 'My Tenders' folder using the options available in the e-Bid Submission menu. After selecting and viewing the tender, for which the bidder intends to e-Bid, from "My Tenders" folder, the bidder can place his/her e-Bid by clicking "Pay Offline" option available at the end of the view tender details form. Before this, the bidder should download the e-tender document and Price Schedule/Bill of Quantity (BOQ) and study them carefully. The bidder should keep all the documents ready as per the requirements of e-tender document in the PDF format except the Price Schedule/Bill of Quantity (BOQ) which should be in the XLS format (Excel sheet).
- 15.4 After clicking the 'Pay Offline' option, the bidder will be redirected to the Terms and Conditions page. The bidder should read the Terms & Conditions before proceeding to fill in the Tender Fee and EMD offline payment details. After entering and saving the Tender Fee and EMD details, the bidder should click "Encrypt & Upload" option given in the offline payment details form so that "Bid Document Preparation and Submission" window appears to upload the documents as per Technical (Fee details, Qualification details, e-Bid Form and Technical Specification details) and financial (e-Bid Form and Price Schedule/BOQ) schedules/packets given in the tender details. The details of the Demand Draft or any other accepted instrument which is to be physically sent in original before opening of technical e-Bid, should tally with the details available in the scanned copy and the data entered during e-Bid submission time otherwise the e-Bid submitted will not be accepted.
- 15.5 Next the bidder should upload the Technical e-Bid documents for Fee details (e-tender fee and EMD), Qualification details as per "ITB Clause 10 and 21", e-Bid Form as per "Section-III(A) to III(I)" and Technical Specification details as per "Section-III(C):Technical Specifications" and Financial e-Bid documents as per "Section-IV(A):e-Bid Form" and "Section-IV(B):Price Schedule/BOQ" of e-tender document. Before uploading, the bidder has to select the relevant Digital Signature Certificate. He may be prompted to enter the Digital Signature Certificate password, if necessary. For uploading, the bidder should click "Browse" button against each document label in Technical and Financial schedules/packets and then upload the relevant PDF/XLS files already prepared and stored in the bidder's computer. The required documents for each document label of Technical (Fee details, Qualification details, e-Bid Form and Technical Specification details) and financial (e-Bid Form and Price Schedule/BOQ) schedules/packets can be clubbed together to make single different files for each label.
- 15.6 The bidder should click "Encrypt" next for successfully encrypting and uploading of required documents. During the above process, the e-Bid documents are digitally signed using the DSC of the bidder and then the documents are encrypted/locked electronically with the DSC's of the bid openers to ensure that the e-Bid documents are protected, stored and opened by concerned bid openers only.
- 15.7 After successful submission of e-Bid document, a page giving the summary of e-Bid submission will be displayed confirming end of e-Bid submission process. The bidder can take a printout of the bid summary using the "Print" option available in the window as an acknowledgement for future reference.
- 15.8 Purchaser reserves the right to cancel any or all e-Bids without assigning any reason.

## **16- Deadline for Submission of e-Bid**

- 16.1 e-Bid (Technical and Financial) must be submitted by the bidders at e-Procurement website <https://etender.up.nic.in> not later than 24/6/2021 upto 06:30 PM (as the server time displayed in the e-Procurement website).
- 16.2 The Purchaser may, at its discretion, extend this deadline for submission of e-Bid by amending the e-Bid document in accordance with ITB Clause 4, in which case all rights and obligations of the Purchaser and bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

## **17- Late e-Bid**

- 17.1 The server time indicated in the Bid Management window on the e-Procurement website <https://etender.up.nic.in> will be the time by which the e-Bid submission activity will be allowed till the permissible date and time scheduled in the e-tender. Once the e-Bid submission date and time is over, the bidder cannot submit his/her e-Bid. Bidder has to start the Bid Submission well in advance so that the submission process passes off smoothly. The bidder will only be held responsible if his/her e-Bid is not submitted in time due to any of his/her problems/faults, for whatsoever reason, during e-Bid submission process.

## **18- Withdrawal and Resubmission of e-Bid**

- 18.1 At any point of time, a bidder can withdraw his/her e-Bid submitted online before the bid submission end date and time. For withdrawing, the bidder should first log in using his/ her Login Id and Password and subsequently by his/her Digital Signature Certificate on the e-Procurement website <https://etender.up.nic.in>. The bidder should then select "My Bids" option in the Bid Submission menu. The page listing all the bids submitted by the bidder will be displayed. Click "View" to see the details of the e-Bid to be withdrawn. After selecting the "Bid Withdrawal" option, the bidder has to click "Yes" to the message "Do you want to withdraw this bid?" displayed in the Bid Information window for the selected bid. The bidder also has to enter the bid Withdrawing reasons and upload the letter giving the reasons for withdrawing before clicking the "Submit" button. The bidder has to confirm again by pressing "OK" button before finally withdrawing his/her selected e-Bid.
- 18.2 The bidder has to request the Purchaser with a letter, attaching the proof of withdrawal and submission of e-Bid EMD in the office of Purchaser, to return back the e-Bid security/EMD as per the manual procedure.
- 18.3 No e-Bid may be withdrawn in the interval between the deadline for submission of e-Bids and the expiration of period of e-Bid validity. Withdrawal of an e-Bid during this interval may result in the bidder's forfeiture of his/her e-Bid E.M.D
- 18.4 The bidder can re-submit his/her e-Bid as and when required till the e-Bid submission end date and time. The e-Bid submitted earlier will be replaced by the new one. The payment made by the bidder earlier will be used for revised e-Bid and the new e-Bid submission summary generated after the successful submission of the revised e-Bid will be considered for evaluation purposes. For resubmission, the bidder should first log in using his/her Login Id and Password and subsequently by his/her Digital Signature Certificate on the e-Procurement website <https://etender.up.nic.in>. The bidder should then select "My Bids" option in the Bid Submission menu. The page listing all the bids submitted by the bidder will be displayed. Click "View" to see the details of the e-Bid to be resubmitted. After selecting the "Bid Resubmission" option, click "Encrypt & Upload" to upload the revised e-Bid documents by following the methodology provided in clauses 15.4 to 15.7.
- 18.5 The bidders can submit their revised e-Bids as many times as possible by uploading their e-Bid documents within the scheduled date & time for submission of e-Bids.
- 18.6 No e-Bid can be resubmitted subsequently after the deadline for submission of e-Bids.

### **(C) e-Bid OPENING AND EVALUATION OF e-Bid**

#### **19(A)- Opening of Technical e-Bid by the Purchaser**

- 19.A-1 The Purchaser will open all technical e-Bids on 26.06.2023 at 11:00 AM, in the presence of bidders' representatives who choose to attend in the meeting hall of U.P. Co-operative Sugar Factories Federation Ltd, Distillery Unit Nanauta Saharanpur. The bidder's representatives who are present shall sign a register evidencing their attendance. In the event of the specified date of e-Bid opening being declared a holiday for the Purchaser, the e-Bids shall be opened at the appointed time and place on the next working day.
- 19.A-2 The bidder's names and the presence or absence of requisite e-Bid security and such other details as the Purchaser at its discretion may consider appropriate, will be announced at the opening. The name of such bidders not meeting the Technical Specifications and qualification requirement shall be notified subsequently.
- 19.A-3 The Purchaser will prepare minutes of the e-Bid opening.
- 19.A-4 General Manager reserves the right to postpone the date and time of opening of Technical & Financial E-Bid in unavoidable circumstances and all the bidders will be informed accordingly.

#### **19(B)- Opening of Financial e-Bid**

- 19.B-1 After evaluation of technical e-Bid, the Purchaser shall notify those bidders whose technical e-Bids were considered non-responsive to the Conditions of the Contract and not meeting the technical specifications and Qualification Requirements indicating that their financial e-Bids will not be opened. The Purchaser will simultaneously notify the bidders, whose technical e-Bids were considered acceptable to the Purchaser. The notification may be sent by letter, fax or by e-mail.
- 19.B-2 The financial e-Bids of technically qualified bidders shall be opened on 26.06.2023 at 03:00 PM in the presence of bidders who choose to attend the bid opening. The date for opening of financial bids will be communicated to the technically qualified bidders subsequently after completion of technical e-bid evaluation. The name of bidders and quoted F.O.R. Price will be announced at the meeting.
- 19.B-3 The Purchaser will prepare the minutes of the financial e-Bid opening.

#### **20- Clarification of e-Bid by Purchaser**

- 20.1 During evaluation of e-Bid, the Purchaser may, at its discretion, ask the bidder for a clarification of his/her e-Bid. The request for clarification and the response shall be in writing.

#### **21- Evaluation of technical e-Bid and Evaluation Criteria**

The Purchaser will examine the e-Bid to determine that they are complete, whether they meet all the conditions of the Contract as per prequalification of bidder that required e-tender fee, e-Bid EMD, experience of similar projects and plant balancing details and other required documents have been furnished, that the documents have been properly digitally signed, and whether the e-Bids are generally in order. Any e-Bid or e-Bids not fulfilling these requirements shall be rejected.

- 21 The bidders shall submit the scanned copies of following as documentary proof for evaluation of their technical e-Bids:-

- 21.1 The bidder shall submit required documentary proof of EMD, failing which the tender shall be rejected.
- 21.2 The bidder shall submit the copies of the detail of E.M.D.
- 21.3 The bidder shall submit the copies of the Authorization letter by the competent authorities for the authorized person.
- 21.4 Bidder's may be any one of the following: - Company (reglered as per Indian Companies Act) or Group of Companies (Companies owned by the promoters of a Single Industrial Group and the Companies must be reglered as per Indian Companies Act) or Limited Liability Partnership – LLP (reglered as per Limited Liability Partnership Act, 2008) or Partnership Firm (reglered as per Indian Partnership Act, 1932) or Firm.
- 21.5 The bidder shall submit the copies of reglration certificate of industries department of the state.
- 21.6 The bidder shall submit the copies of documentary proof for experience of projects executed along with successful performance certificate of similar type of work for amounting Rs.10.00 Lacs in single agreement.
- 21.9 The average turnover of the bidder during last five financial years i.e., 2016-17, 2017- work In proof of it, the bidder will submit the detail of last five years turnover duly certified by Chartered Accountant, along with last five years Balance Sheet.
- 21.10 The bidder shall submit the copies of the last three years submitted Income Tax and GST Return i.e. for the financial year, 2018-19, 2019-20 & 2020-21 with copy of PAN card (copy self attested).
- 21.11 The bidder shall submit the copies of the details of GST Reg1ration.**
- 21.12 The bidder shall submit the documentary proof of the Status of the company along with names of Directors/ Partners/ Proprietor along with documents.
- 21.13 The e-Bids found to be not responsive to and not fulfilling all the conditions of the contract and not meeting Technical Specifications and Qualification Requirements to the satisfaction of Purchaser shall be rejected and may not be subsequently made responsive by the bidder by correction of the non-conformity. The e-Bids of bidders mentioning any of their conditions which are not mentioned in the e-tender document or are not in conformity with the conditions of the contract shall be rejected.
- 21.14 The bidders are advised not to mix financial bid documents with the PDF documents submitted for technical bid. The e-Bids of the bidders having financial bid document in the technical bid will out rightly be rejected.



## TO WHOM IT MAY CONCERN

This is to certify that M/s.....having its reg1ered office at.....is maintaining.....account in our bank at.....Branch. The average monthly transaction in this account is Rs.....(in words). M/s..... is also availing credit facility from this bank upto the limit of Rs.....(in words).

It is further certified that M/s..... is valuable customer of our bank and it's net worth is a sum of Rs.....Crores.

Signature of Bank Manager  
Manager ID No.  
Seal of Bank

- 21.15 The bidder shall submit the copies PAN, GST certificates in true copies / photocopies duly attested by authorized signatory.
- 21.16 The bidder shall submit the documentary proof of the Status of the company along with names of Directors/Partners/Proprietor along with documents.
- 21.17 The e-Bids found to be not responsive to and not fulfilling all the conditions of the contract and not meeting Technical Specifications and Qualification Requirements to the satisfaction of Purchaser shall be rejected and may not be subsequently made responsive by the bidder by correction of the non-conformity. The e-Bids of bidders mentioning any of their conditions which are not mentioned in the e-tender document or are not in conformity with the conditions of the contract shall be rejected.
- 21.18 It shall be the discretion of the Purchaser to decide as to whether an e-Bid fulfils the evaluation criterion mentioned in this e-tender or not.
- 21.19 The bidders are advised not to mix financial bid documents with the PDF documents submitted for technical bid. The e-Bids of the bidders having financial bid document in the technical bid will out rightly be rejected.
- 21.20 It shall be the discretion of the Purchaser to decide as to whether an e-Bid fulfils the evaluation criterion mentioned in this e-tender or not.

### 22- Financial Evaluation and Comparison of e-Bid

- 22.1 The Purchaser will evaluate the financial rates of (Total price) quoted in the price schedule/BOQ of e-Bids of those bidders whose technical e-Bids are found responsive as per the conditions of the e-tender only for those items of the bidders which have been technically accepted by the Purchaser.
- 22.2 No additional payments shall be made for completion of any contractual obligation beyond the quoted prices. If the Seller does not accept the correction of errors if any, its e-Bid shall be rejected and its e-Bid security may be forfeited.
- 22.3 No weight age/preference shall be given to the bidder quoting any higher technical specifications against the technical specifications of the items asked in the e-tender.
- 22.4 The Financial Bids will be opened by Tender committee in the presence of Bidder's representatives who choose to attend the Financial Bid opening on date and time to be communicated to all the technically qualified Bidders. The Bidder's representatives who are present shall sign a reg1er evidencing their attendance.**

- a) The name of Bidder, Bid Prices etc shall be announced at the meeting. The commercial quotes of the lowest Bidder shall be notified as L-1. The rate offered by the L-1 shall be first taken into consideration.
- b) In case successful bidder fails to execute Agreement, his EMD will be forfeited and shall be black l1ed from participating in any future bidding in Distillery unit Nanauta and legal action may be taken by the Distillery unit Nanauta for recovery of losses which may have sustained by Distillery on this account. Under these circumstances the Purchaser may award contract to other bidders at the same rate or cancel the tender & invite the bid again.

### **23- Contacting the Purchaser**

- 23.1 Subject to ITB Clause 20, no bidder shall contact the Purchaser on any matter relating to his/her e-Bid, from the time of the e-Bid opening to the time the Contract is awarded. If the bidder wishes to bring additional information to the notice of the Purchaser, he/she can do so in writing.
- 23.2 Any effort by a bidder to influence the Purchaser in its decisions on e-Bid evaluation, e-Bid comparison or contract award may result in rejection of the bidder's e-Bid.

### **(D) AWARD OF CONTRACT**

#### **24- Award Criteria**

- 24.1 The Purchaser will determine to its satisfaction whether the bidder(s) that is selected as having submitted the lowest rate (L-1) evaluated responsive bid meets the criteria specified in ITB Clause 10 and is qualified to perform the contract satisfactorily.
- 24.2 Subject to ITB Clause 26, the Purchaser will award the contract to the lowest rate (L-1) evaluated successful Bidder whose bid has been determined to be responsive to all the conditions of the contract and meeting the Technical specification and qualification requirement of the Bidding Document.
- 24.3 After awarding contract to the successful bidder, Agreements as per Section III (C), will be executed within 15 days of issue of Letter of Intent (LOI). Draft Agreements regarding supply, Erection & Commissioning are enclosed in the bid form.

#### **25- Purchaser's right to accept any e-Bid and to reject any or all e-Bids**

- 25.1 The Purchaser reserves the right to accept or reject any e-Bid, and to annul the e-Bid process and reject all e-Bids prior to contract award at any time without assigning any reasons thereof, without thereby incurring any liability to the affected bidder or bidders.

#### **26- Issue of Letter of Intent (LOI)**

- 27.1 The Purchaser will issue LOI to the successful bidder in writing by letter/e-mail/fax.

#### **28- Signing of Contract**

The successful bidder is required to submit Performance Bank Guarantee and as per provision of ITB Clause 12.2 to sign the Agreements as per draft Agreements provided in the bid document within 15 days from the date of issue of Letter of Intent(LOI).

## SECTION II: CONDITIONS OF E-Tender/ CONTRACT (CC)

### On line E-bidding for **COMPETITIVE E-BIDDING FOR SUPPLY OF FULLY AUTOMATIC POWER FACTOR CONTROL PANEL 500 KVAR APFC HEAVY DUTY, CAPACITOR 525 VOLT WITH ALL ACCESSORIES FOR L & T MAKE NANAUTA DISTILLERY (SEE ANNEXURE I FOR DETAILS OF WORK) REPAIR & SUPPLY OF WORK**

#### **Eligibility Criteria of Bidder :-**

1. Bidder may be any one of the following:- Company(registered as per Indian Companies Act.) or Group of Companies (Companies owned by the promoters of a Single Industrial Group and the companies must be registered as per Indian companies Act) or Limited Liability Partnership & LLP (registered as per Limited Liability Partnership Act, 2008) or Partnership firm (registered as per Indian Partnership Act. 1932) or Firm.
2. The bidder shall submit the copies of documentary proof for experience of successfully Fabrication work in any sugar mill or Distillery for minimum amount of Rs.10.00 Lac in single agreement for any financial year during last three financial years.
3. The bidder having Average turnover not less than Rs.50.00Lacs during last five financial years i.e. 2016-17, 2017-18, 2018-19, 2019-20, & 2020-21. The bidder shall submit last five years turnover duly certified by Chartered Accountant, along with last five years Balance sheet.
4. The bidder shall submit the copies of the last five years submitted Income Tax Return i.e. for the Assessment year i.e., 2019-20, & 2020-21 with copy of PAN Card (copy self attested).
5. The Successful bidder should have Positive Net Worth for this project as on the date of bidding duly certified by banker as per Performa given in technical Bid. If any bidder bids for Distillery duly issued by the banker (Nationalized/Scheduled Bank) and chartered Accountant not earlier than 3 month from the bidding date.
6. Other conditions which are necessary to be fulfilled by the Bidder.
  - a) E.M.D. for Rs. 25000.00 (Rs.Twenty Five Thousand only) in form of Demand Draft/R.T.G.S./NEFT of any Nationalized/scheduled bank in favor of U.P. Co-operative Sugar factories Federation Ltd., NANAUTA Distillery Unit, Nanauta, Saharanpur, Payable at Nanauta. Tender without EMD will be rejected.
  - b) Price of E-bid document for Rs. 500/- (Rupees Five Hundred only) + GST (18%) as Demand Draft/R.T.G.S./NEFT (non-refundable) of any nationalized/scheduled bank drawn in favor of U.P. Co-operative Sugar factories Federation Ltd., NANAUTA Distillery Unit, Nanauta, Saharanpur, Payable at Nanauta.
  - c) All require documents as per tender document
7. Tender may be disqualified if the information provided does not meet any one of the above criteria.
8. The Sellers EMD will be converted in to security deposit which is 5% of Contract Price. The balance/short falls amount of security deposit shall be deducted from the bills on prorated basis, which will be released after successful performance of new equipments 12 months from Commissioning date.
9. Power of Attorney of the person who has signed the tender documents.
10. Affidavit of bidder that he has not been black listed with U.P. Co-operative Sugar factories Federation Lucknow/ All Cooperative/Corporation Sugar Factories of U.P./N.C.D.C./N.F.C.S.F. or by any central/State Government organizations are not eligible.
11. The information given in the bid documents and the plans and drawings forming part thereof is merely intended as general information without any undertaking on the part of the Purchaser as to their accuracy and without obligation relative thereto upon the Purchaser. Before submitting bid, the bidders are advised to inspect the Distillery site of work and the environments and be well acquainted with the actual working and other prevalent conditions, facilities available, rules and regulations of Central and State Government Act governing the construction and operation of the Distillery plant etc. No claim will be entertained later on the grounds of lack of knowledge.

- 12 All staging, structure, staircase & platform will be provided by the party to suit the working facility. Seller shall supply the critical / important equipments among the choices given in Annexure of Draft Agreement, subjected to Purchaser's approval.
13. Valid PAN, GST Registration No., certificates in true copies / photocopies duly attested by authorized signatory.
14. Power of Attorney of the person who has signed the tender documents.
15. Affidavit of bidder that he has not been blacklisted.
16. Net worth certificate of the banker in the following format.

**TO WHOM IT MAY CONCERN**

This is to certify that M/s ..... having its registered office at ..... is maintaining current A/c in our bank at ..... Branch. The average monthly transaction in this account is Rs. .... (in words). M/s ..... is also availing credit facility from this bank upto the limit of Rs. .... (in word).

It is further certified that M/s ..... Is valuable customer of our bank and its net worth is a sum of Rs. .... Crores.

Signature of Bank Manager  
 Manager ID No  
 Seal of Bank

Signature of the representative  
 Of the machinery Seller  
 Name and address of the Bidder  
 (Seal)

Date \_\_\_\_\_

17. If the bidder deliberately gives wrong information in the bid especially wrong performance certificate of successful execution of his earlier work, the Purchaser reserves the right to reject such bid at any stage or to cancel the contract, if awarded and forfeit Earnest money / Security Deposits.

## **18 Disqualification**

Notwithstanding anything to the contrary contained in this Technical and Financial Bid documents and without prejudice to any of the rights or remedies of the UP Coop. Sugar Factories Federation Ltd. Distillery unit Nanauta, the UP Coop. Sugar Factories Federation Ltd. Distillery unit Nanauta, at any stage of the process and its participation in the process and/or its TECHNICAL & FINANCIAL BID and subsequent submissions be dropped from further consideration for any of the reasons including without limitations those listed below:

- a) Failure to produce proof documents given under prequalification of bidder under section-II of conditions of e-tender regarding execution of similar type of works including appropriate HMBD fuel-steam-power balance to achieve the desired results
- b) Bidder blacklisted with U.P. Cooperative Sugar Factories Federation, Lucknow/NCDC/ NFCSF and by any Central/State Government organizations are not eligible; or
- c) Failure to comply with other material requirement of this Technical & Financial Bid; or
- d) UP Coop. Sugar Factories Federation Ltd. Distillery unit Nanauta, is not satisfied with credit worthiness/ownership structure of the Prospective Bidder; or
- e) Failure to comply with the reasonable requests of UP Coop. Sugar Factories Federation Ltd. Distillery unit Nanauta, in relation to the Turn key basis.
- f) If it is discovered at any time that the Prospective Bidder is subject matter of winding up or insolvency or other proceedings of similar nature; or
- g) Any information regarding the Prospective Bidder which becomes known to UP Coop. Sugar Factories Federation Ltd. Distillery unit Nanauta, and which is detrimental to proposed process and/or the interests of UP Coop. Sugar Factories Federation Ltd.; Distillery unit Nanauta.
- h) Initiation or existence of any legal proceedings, by or against the Prospective Bidder in respect of UP Coop. Sugar Factories Federation Ltd. Distillery unit Nanauta,, which proceeding may be prejudiced by the participation of the Applicant in the short listing of Prospective Bidder; or
- i) Any restrictions or limitations have been put on the Prospective Bidder pursuant to any regulatory or statutory guidelines to participate in the process; or
- j) The Prospective Bidder has been convicted for an offence under any legislation designed to protect the members of the public from financial loss due to dishonesty, incompetence or malpractice; or
- k) The Prospective Bidder has been disqualified from participating in any tender either by Government of India or any of the State Governments/ Union Territory Governments, mere pendency of an appeal against the order of disqualification, if any, passed by Government of India or any of the State Governments/ Union Territory Governments will have no effect on the disqualification of Prospective Bidder.
- l) If information becomes known after the Prospective Bidder has been qualified at any stage to proceed with the process, which would have entitled UP Coop. Sugar Factories Federation Ltd. Distillery unit Nanauta, to reject or disqualify the relevant Prospective Bidder, at that time, or at any

time, such information becomes known to the UP Coop. Sugar Factories Federation Ltd. Distillery unit Nanauta,.

m) UP Coop. Sugar Factories Federation Ltd. Distillery unit Nanauta,'s determination that one or more of the events specified above have occurred shall be final and conclusive.

19. All pages of the Bid document including drawing shall be initialed with seal at the lower right hand corner or signed with seal wherever required in the Bid documents by the Bidder or by a person holding power of attorney authorizing him to sign on behalf

of the Bidder before submission of tender. All signatures in Bid documents shall **be dated as well.**

20 . **DECLARATION** (to be submitted by the Bidder)  
(to be submitted on Bidders letter head)

To  
The General Manager  
UP Co-operative Sugar Factories Federation Ltd.  
Distillery Unit Nanauta

Ref: Tender No. NNT/D1./2021-22/

Date:

This has reference to your Tender Notice. Accordingly we are submitting our offer. I/We declare that I/We have gone through and carefully examined the scope of supply, erection and commissioning of equipments/systems as per scope of work in bid document, terms and conditions, technical specifications and other details enclosed with this Agreement. We hereby confirm that the scope of supply & the other technical details of our offer conform strictly to your technical specifications. We have enclosed all technical details, drawings & other information as required in your requisition.

Authorized signature with  
Co. Rubber Stamp.

We have read and understood the above terms & conditions of this tender and hereby agree to abide by them and the same are acceptable to us.

Date:

Place:

## **SECTION III: TECHNICAL E-BID**

- III(A) e BID FORM**
- III(B) SCHEDULE OF REQUIREMENTS**
- III(C) DRAFT AGREEMENT FOR SUPPLY**
- III(D) DRAFT AGREEMENT FOR ERECTION & COMMISSIONING**
- III(E) CAPABILITY STATEMENT**
- III(F) DRAFT M.O.U. FOR CONSORTIUM**
- III(G) DRAFT AFFIDAVIT**

**SECTION III(A): e-BID FORM**

e-bid Ref. No NNT/D1/2023-24/293

Date: 17.06.2023

To:

The General Manager,  
U.P. Co-operative Sugar Factories Federation Ltd  
Distillery Unit Nanauta  
Saharanpur, 247452

Dear Sir,

Having examined the e-Bid Documents, we, the undersigned, offer to **COMPETITIVE E-BIDDING FOR SUPPLY OF FULLY AUOMATIC POWER FACTOR CONTROL PANEL 500 KVAR APFC HEAVY DUTY, CAPACITOR 525 VOLT WITH ALL ACCESSARIES FOR L & T MAKE NANAUTA DISTILLERY (SEE ANNEXURE I FOR DETAILS OF WORK) REPAIR & SUPPLY OF WORK**

complete in all manners as per drawing and as per specification given by Distillery within specified time of 1 Months after the date of agreement.

in addition to this, the particulars of our organization such as legal status, details of experience & past performance, capability statement & required e-bid EMD\* for Rs. 25000.00 in the form of demand draft or RTGS / NEFT in favour of U.P. Co-operative sugar factories fed. Ltd., Distillery Unit Nanauta Payable at Nanauta is furnished with this e-bid form.

Until a formal contract is prepared and executed, this e-Bid, together with your written acceptance thereof and your Letter of Intent shall constitute a binding contract between us.

We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1998".

We understand that you are not bound to accept the lowest or any e-Bid you may receive.

Dated this.....day of.....21.....

-----

Signature

(in the capacity of)

Duly authorized to sign e-Bid for and on behalf of.....



### **SECTION III (C)- DRAFT AGREEMENT FOR SUPPLY**

(on Rs. 100/- non-judicial stamp paper)

THIS AGREEMENT MADE on the day of ..... between U.P. Cooperative Sugar Factories Federation Limited Distillery Unit Nanauta (Saharanpur), Uttar Pradesh through Sri-----,----- (hereinafter referred to as the 'Purchaser' which expression shall, unless repugnant to the subject or context include their successors) of the One Part and ....., a company registered under the Companies Act, 1956, having its registered office at ....., and work place of business at ....., represented by Shri ..... (hereinafter referred to as the "Seller" which expression shall unless repugnant to the subject or context include their legal representatives, administrators, successors).

**WHEREAS the Bid of the 'Seller' contained in their bid document dated ..... as modified after subsequent techno commercial discussion with the 'Purchaser' in the meeting of the Tender Committee, held on ..... to supply, erection and commissioning (including designing, engineering, manufacturing, procurement of bought out items, civil and structural works etc.)**  
**COMPETITIVE E-BIDDING FOR SUPPLY OF FULLY AUTOMATIC POWER FACTOR CONTROL PANEL 500 KVAR APFC HEAVY DUTY, CAPACITOR 525 VOLT WITH ALL ACCESSARIES FOR L & T MAKE NANAUTA DISTILLERY (SEE ANNEXURE I FOR DETAILS OF WORK) REPAIR & SUPPLY OF WORK**

Trial of system to norms in accordance with the delivery schedule specified in the Schedule of Requirements (Section III (B) at Distillery Unit Nanauta (Saharanpur) , Uttar Pradesh has been accepted by the Purchaser and the Seller has been awarded the Letter of Intent No. .... dated....., according to specifications etc. given in **Annexure I to VI** forming part of this Agreement on the terms and conditions hereinafter appearing.

**AND WHEREAS the Contract Price hereinafter mentioned is based on the Seller's undertaking to supply, erection and commissioning (including designing, engineering, manufacturing, procurement of bought out items, civil and structural works etc.)**  
**COMPETITIVE E-BIDDING FOR SUPPLY OF FULLY AUTOMATIC POWER FACTOR CONTROL PANEL 500 KVAR APFC HEAVY DUTY, CAPACITOR 525 VOLT WITH ALL ACCESSARIES FOR L & T MAKE NANAUTA DISTILLERY (SEE ANNEXURE I FOR DETAILS OF WORK) REPAIR & SUPPLY OF WORK**  
as per specifications and scope of work given in the bid document. The date of completion of project is \_\_\_\_\_ and the Seller will give trials by ----- in which respect time is the essence of contract & if the Seller fails to do so, the Seller shall pay liquidated damages as hereinafter provided, as per terms of this Agreement, subject to the Purchaser fulfilling the obligation in time except under force majeure conditions.

NOW THEREFORE, the parties hereto have agreed on the following terms for procuring, manufacturing, supplying the said Machinery and Equipment & performance and other matters connected therewith referred to herein.

#### **1.0 DEFINITION**

- (a) **Site:** Site shall mean the location of Distillery Unit Nanauta where the aforesaid plant & machineries of system are to be set up.
- (b) **Machinery and Equipment:** **COMPETITIVE E-BIDDING FOR SUPPLY OF FULLY AUTOMATIC POWER FACTOR CONTROL PANEL 500 KVAR APFC HEAVY DUTY,**

**CAPACITOR 525 VOLT WITH ALL ACCESSARIES FOR L & T MAKE NANAUTA DISTILLERY (SEE ANNEXURE I FOR DETAILS OF WORK) REPAIR & SUPPLY OF WORK**

- (c) **Purchaser:** Purchaser means (Distillery Unit Nanauta) and their legal successors in title to the Purchaser but not (except with the consent of the Seller) any assignee of the Purchaser.
- (d) **Seller:** Seller means successful bidder M/s. \_\_\_\_\_ Seller) India, whose bid has been accepted by the Purchaser and legal successor in title to the Sellers but not any assignee of the Sellers.
- (e) **Contract Price:** Contract Price means the sum stated in the Contract mentioned in clause 3.1.2.
- (f) **Bid:** Bid means the price offered by the successful bidder to the Purchaser for the supply of system for **COMPETITIVE E-BIDDING FOR SUPPLY OF FULLY AUTOMATIC POWER FACTOR CONTROL PANEL 500 KVAR APFC HEAVY DUTY, CAPACITOR 525 VOLT WITH ALL ACCESSARIES FOR L & T MAKE NANAUTA DISTILLERY (SEE ANNEXURE I FOR DETAILS OF WORK) REPAIR & SUPPLY OF WORK**
- (g) **Completion Time:** Completion time means 1 Month from the date of agreement. Completion clearly means that all supplied equipments/systems will be ready in all respect to run.
- (h) **Basic Price** means price stated in clause 3.1(i).

## 2.0 SCOPE OF WORK

### ANNEXURE I

Sr. No.	Equipment Name	Quantity
1.	SUPPLY OF FULLY AUOMATIC POWER FACTOR CONTROL PANEL 500 KVAR HEAVY DUTY, CAPACITOR 525 VOLT WITH ALL L & T MAKE ACCESSARIES FOR DISTILLERY NANAUTA	1

#### **Terms & Conditions:**

1. G.S.T. @ 18% Extra.
2. Transportation Charges F.O.R. DISTILLERY
3. Guarantee- 01(One) Year
4. Warranty – 2 (Two) years.
5. Payment 90% After Supply and rest balance After Six month Success Full running.
6. Delivery 3 weeks receipt of order.
7. The General Manager of this unit reserves the right to cancel bidding process without assigning any reason to & decision of General Manager will be final & binding for all.

Any dispute arising between the Purchaser and the supplier shall be referred to a sole Arbitrator. The Arbitrator appointed by Managing Director, Federation, Lucknow, whose decision shall be final and binding on both the parties

## ANNEXURE III

### Inspections / Review Meetings

Making the arrangements for periodical and final inspection of all major equipment at own or sub-contractor's works.

Attending the periodical review meetings at site or at the agreed locations.

- a. While preparing the delivery schedule, the Seller shall ensure that the machinery and equipment are delivered in sequence of priority for erection so that the items which are to be erected first as per erection schedule shall be sent first and with the same order of priority the progress of delivery shall be maintained thereafter accordingly.
- b. The said monthly delivery schedule shall also indicate the approximate value of the major equipments. The Seller may send some critical items with the written consent of the Purchaser before the due date of delivery. However, if the delivery of any of the item as per delivery schedule is delayed, the delivery of the subsequent items shall not be held up on this Account.

2.3 The performance of the equipments to be demonstrated as per details given in this Agreement.

2.4 Provided further that in case the Purchaser requires any additional items related to the machinery & equipment or ask for any major changes in the specifications as given in bid document forming part of this Agreement, the Seller hereby agree to make such supplies, additions, modifications, alterations or changes and the Purchaser shall bear the cost of the same.

2.5 The makes of the critical equipments to be supplied by the Seller will be strictly according to the alternative given in the bid document.

2.6 The Seller shall furnish money requirement towards supply of machinery and Fabrication , Etc. t.

2.7 The equipments/system is to be commissioned on the desired date finalized by the Purchaser without any price escalation. The price and date of delivery and commissioning of the machinery is firm.

2.8 The equipments in Distillery unit Nanauta shall be designed, manufactured, supplied erected and commissioned & performed as per term & conditions of the Bid document

2.9 The system shall be erected on the available land/ dismantled and levelled land within / outside the existing premises.

### 3.0 CONTRACT PRICE

**3.1 Supply, erection and commissioning (including designing, engineering, manufacturing, procurement of bought out items, civil and structural works etc.) COMPETITIVE E-BIDDING FOR SUPPLY OF FULLY AUOMATIC POWER FACTOR CONTROL PANEL 500 KVAR APFC HEAVY DUTY, CAPACITOR 525 VOLT WITH ALL ACCESSARIES FOR L & T MAKE NANAUTA DISTILLERY (SEE ANNEXURE I FOR DETAILS OF WORK) REPAIR & SUPPLY OF WORK**

at as per specifications and scope of work given in the bid document, in accordance with the delivery schedule specified in the Schedule of Requirements (Section II of technical e-bid document at **Distillery Unit Nanauta from our manufacturing works/units as per specifications and scope of work.**

The Seller shall also need to complete all associated electrical, mechanical, PLC system, instrumentation work including all control rooms required for installation, commissioning of entire equipment and proving performance other related works herein mentioned at a total price of Rs ..... lacs (Rs ..... only) (hereinafter referred to as the 'Contract Price') subject to terms and conditions, hereinafter, provided. (NA)

Sl. No.	Particulars	Amount (in lakhs)
i)	Basic Price Ex-works (ex-bidder's or their sub-contractor's workshop or place of supply) price of the plant and machinery in accordance with specifications & details of Draft Agreement excluding following	
ii)	GST	
iii)	Freight to Sugar Mill site	
iv)	Packing and forwarding charges	
v)	Insurance	
	<b>Total Contract Price 3.1 (i) to (v) above</b>	

3.1.2 **Total of 3.1 (i) to (v) above** : **Rs.....**

Total Contract Price Rs. \_\_\_\_\_ Lacs \_\_\_\_\_)

3.2 It is to be clearly understood that the total Contract Price is Rs..... lakhs (Rupees ..... only) which includes the following:

- i) Foundation bolts and packing plates
- ii) Cost of all other items which are necessary for completing supply as per scope of supply.
- iii) All other taxes, duties and octroi paid by the Sellers or their sub-contractors on raw materials, components and other material for their own manufacturer of finished equipments or part of finished equipments.
- iv) Custom duty on imported machinery, equipment, raw material and finished goods.
- v) Freight and insurance costs.
- vi) Lagging, Painting materials, cost of pipeline etc.

**Note:**

Purchaser shall be entitled for the GST Credit benefits wherever legally permissible as per applicable provision relating to GST from time to time. Sellers shall ensure, in time, the requisites from their end to this effect.

3.3 The total Contract Price amounting to Rs..... lakhs above at 3.1.2 is firm up to satisfactory performance of the equipment and machinery. However, any increase or decrease in statutory taxes or duties will be made applicable to both the Purchaser & Seller subject to the authenticated proof. The increase in the amount of taxes and duties will be on Seller's account if the material is not supplied within the schedule time period.

The total price offered at above is inclusive of the total amount in respect of CGST/SGST, and other taxes which shall be payable by the Purchasers from time to time. The total price offered is also inclusive of GST and other duties at the destination point, on finished bought out items supplied

directly to site from sub-contractors works. The goods will be sent duly insured by a Insurance Companies regulated by IRA as mentioned in clause 4.0.

All the above details of GST/taxes, duties actually paid by the Sellers shall be shown separately for own manufactured items and for bought out items and claimed by the Sellers from the Purchasers as a reimbursement of the same, in each invoice/bills to be submitted by the Sellers limited to the amount shown against column no. 3.1 (ii) and (vi). The amount shown in Seller's bill for payment of all such taxes, sur-charges and duties will be computed on the basis of relevant statutory provisions in force on the date of dispatch and shall be the actual amount as paid by the Sellers. The Sellers shall furnish to the Purchasers with their bills excise duty gate pass in support of excise duty and special excise duty paid.

In order to pass on the GST benefits to the Purchaser, the Seller will have to deliver the transport copy of invoice along with relevant documents to the Purchaser as per timely requirement of CGST/SGST/IGST. The Seller shall also provide the relevant documents to claim GST Credit benefits as required by concerned authorities. The Seller shall supply necessary documents as may be deemed necessary in this regard.

- 3.3.1 PROVIDED ALWAYS THAT the Purchaser or their authorized representatives shall be shown all original documents and accounting records in support of CGST/SGST/IGST, customs duties on imported machinery/components and original bills of the sub-contractors for satisfying that the CGST/SGST/IGST and other taxes as aforesaid has actually been paid to the sub-contractors including taxes and duties charged in bills.

**3.4 Provided that not later than 15 days of the date of signing of this Agreement**

- 3.5 The sale of Machinery and Equipment under this Agreement shall be governed by Sales of Goods Act/Goods and Services Act and all necessary documents to claiming GST credit will be exchanged between the Purchaser and Seller.

**4.0 INSURANCE**

The Contract Price mentioned in clause 3.1.2 is inclusive of the charges for comprehensive risk insurance of all Machinery and Equipment and other consumables including Transit Insurance. Machinery and Equipments shall be directly dispatched to the Purchaser's of Distillery Plant site from Seller/sub-contractors or sub-Sellers respective places of manufacture and dispatch and the transit insurance policy in respect thereof shall be arranged by the Seller at such premium rates with such insurance company as may be approved by the Purchaser and kept in full force and effect until commissioning of the said project.

The Sellers shall have the interest of the Purchasers noted upon such policies of insurance. The insurance policies shall be taken by the Sellers in the joint name of the Sellers and the Purchaser.

If any consignment is received at the place of destination in damaged condition or is lost in transit, the representative of the Purchaser will take open delivery from the carriers and will give suitable remarks in the delivery book maintained by the Station Master or other carriers about the loss or breakage in transit. The representative of the Seller shall lodge claims with the Railways or other carriers on behalf of the Purchaser in time with a copy to the Sellers Head Office to enable them to lodge claim with the insurance company. All realization of claims from the carrier/railway and insurance company, whether in the name of the Seller or the Purchaser, shall be to the account of the Seller. The Seller shall supply the replacement of Machinery and Equipment, goods or parts lost or damaged in transit, free of cost delivered at 'site' to the Purchaser within the time so as to adhere to the date of Performance Trial i.e. ....

It shall be responsibility of the Sellers to lodge the claims, if any, with the Insurance Company and to replace the items of plant and machinery lost or damaged. Such replacement to be done by the Sellers free of cost delivery at site within stipulated time so as to suit the date of Performance Trial. All moneys received against claims shall be to the account of the Sellers. In case of replacement no amount either in form of price or duty or tax or anything shall be paid to the Sellers, and GST, if again paid by the Sellers/their sub-contractors/sub-Sellers on replacement shall not be reimbursed.

## **5.0 DELIVERY**

### **5.1 Seller agree for COMPETITIVE E-BIDDING FOR SUPPLY OF FULLY AUTOMATIC POWER FACTOR CONTROL PANEL 500 KVAR APFC HEAVY DUTY, CAPACITOR 525 VOLT WITH ALL ACCESSARIES FOR L & T MAKE NANAUTA DISTILLERY (SEE ANNEXURE I FOR DETAILS OF WORK) REPAIR & SUPPLY OF WORK**

**at Distillery Unit Nanauta from our manufacturing works/units as per specifications and scope of works outlined in bid document.**

The Seller agree start the supply of Machinery and Equipments, construction of foundations & buildings and erection and commission of machinery and Equipments specified, so that the supply of Machinery and Equipment and construction of foundations, and commissioning of Machinery and Equipments are completed within eight months from the date of agreement. will be made between Distillery Unit Nanauta and the seller within 15 days after issue of letter of intent.

5.2 The Seller shall prepare and submit following to the Purchaser within 15 days from date of signing of this Agreement,

- a) Finalize the drawings, with Purchaser's approval will be approved by mill/Fed.
- b) A delivery schedule of Machinery and Equipments, the Seller shall ensure that the machinery and equipment are delivered in sequence of priority for erection so that the items which are to be erected first as per erection schedule shall be sent first and with the same order of priority the progress of delivery shall be maintained thereafter accordingly.

5.3 The Seller shall place orders and furnish to the Purchasers the order acceptance copies from respective sub-vendors (on their official letter heads) in case of bought out items for supply progressively of long delivery items, subject to the approval of Purchaser, before claiming the 1<sup>st</sup> installment of advance and shall keep the Purchaser informed about the same.

5.4 The Seller shall provide to the Purchaser load data, coordinating drawings etc. along with foundation drawing to Purchaser for the purpose of approval of design and to enable the Purchaser to inspect/check machinery foundations according to schedule referred to therein to ensure commissioning of all equipments & machineries.

5.5 The Sellers shall supervise the erection, commissioning & performance work to be carried out to the satisfaction of Purchasers. Since time is the essence of the contract, Seller shall ensure that erection work is completed in such a manner that Machinery & Equipment is commissioned by.....

## **7.0 VISIT TO WORKSHOP AND INSPECTION:**

- 7.1 The quality and design features and workmanship of the system equipments and machineries shall be strictly in accordance with bid document forming part of this Agreement and standard engineering practices. The Purchaser shall inspect the items, as per inspection procedure laid down in bid document .  
Inspection team will visit the place of manufacture, assembly of the machinery and also Purchaser plant site and inspect the same.  
The Seller and their sub-contractors for bought out items shall offer the plant and machinery for inspection during the course of manufacture as well as before dispatch. Scheduled visits may be fixed by the Inspection team. The Seller shall give at least 7 days clear notice to the Purchaser and their nominated consultant before the dispatch of the machinery to the site. In case the Inspection Agency feels that inspection will be delayed before dispatch, they will accordingly send a certificate to the Seller with an instruction to dispatch the material attaching the certificate itself. Such materials will be inspected at site. The Seller shall supply necessary details of designs with calculations and drawings wherever required by the inspection agency for the verification of the details of specifications and for the purpose of inspection as incorporated in the Agreement. Details of items to be inspected and procedure there of etc.. The Purchaser or their Inspection Agency shall have the right to reject any material or assemblies or sub-assemblies if these are not of the specified quality and workmanship on the ground that they cannot be rectified.
- 7.2 The Purchaser or their nominee shall be within their rights to bring to the notice of the Seller any deviation observed from the specifications or standard engineering practices and the Seller shall be required to rectify such defects and deviations, if any, at their own cost. Such inspection by the Purchaser or their nominees shall not absolve the Seller from their responsibility of supplying the plant and machinery in accordance with the and terms of this Agreement. Seller shall provide the necessary facilities to the inspecting agency for proper inspection and testing of the equipment at Seller's or his sub-contractors works.
- PROVIDED THAT in case of any major change in procedure, the Inspection Agency shall give sufficient advance intimation to the Seller. The Seller shall also provide inspection facilities normally available at the plant site for machinery inspection.
- 7.3 The Seller or their sub-contractors shall also satisfy the Purchaser and/or their Inspection Agency that adequate provisions have been made (a) to carry out instructions of the Purchaser and/or the Inspection Agency fully and with promptitude (b) to ensure that parts or materials required to be inspected are not used before inspection and (c) to prevent rejected materials or parts from being used.
- 7.4 Where parts, assemblies or sub-assemblies not approved/passed by the Inspection Agency have been rectified or altered, such parts, assemblies or sub-assemblies shall be segregated for separate inspection and approved before being incorporated in the plant and machinery.
- 7.5 The Purchaser or their Inspection Agency shall have the right to give their inspection mark on all items inspected by them.

## **8.0 TRIALS**



- 8.1 The water and other trials shall be conducted by the Seller, before the commissioning of the Machinery and Equipment after complete delivery and the erection by the Seller to the entire satisfaction of the Purchaser.
- 8.2 On completion of the steam, water and vacuum trials to the entire satisfaction of the Purchaser and to that effect the Purchaser furnishes a certificate to the Seller that all the Machinery and Equipment Specification mentioned in Tender form have been inspected and approved by the Inspection Agency, delivered as per detailed part I1 of material referred to above, erection and trials have been conducted satisfactorily under the supervision of Seller in accordance with the terms and condition of this Agreement.

**9.0 PERFORMANCE TRIAL AND GUARANTEE:**

9.1 The Seller hereby guarantee:

- 9.1.2 That all the Machinery and Equipment are supplied as specified in tender form under scope of work and technical specifications forming part of this Agreement.
- 9.1.3 That all the machinery and equipment will be brand new of latest design and state of art technology, standard specifications and first class material and workmanship. Any part found defective within Twenty four months from the date of commissioning of the plant, shall be replaced fully or satisfactorily rectified by the Seller free of cost.
- 9.1.4 Entire Machinery and Equipment shall perform to establish the parameters detailed, under specifications and (Performance Parameters.) .

To get the above performance , the Seller shall conduct the performance tests of the equipments as per terms of this Agreement. The Purchaser shall give Ten days clear notice to the Seller for witnessing the performance trial. The performance trial should be conducted for three days in the presence of representative of:

1. Purchaser
2. Seller
3. Uttar Pradesh Coop. Sugar Factories Federation Ltd.
4. National Federation of co-operative sugar factories fed ltd, New Delhi

Out of the said four authorized representative minimum three of them shall be necessary to form quorum for the said committee to conduct the performance trial.. The equipments and systems will give the performance as per entire satisfaction of Distillery .

**10.0 PURCHASER'S RESPONSIBILITIES:**

- a) The Purchaser shall handover the site after clearance for installation of the plant within 07 days from the date of this Agreement.
- b) The Purchaser may, on the request of Seller, provide suitable area for site fabrication of items provided that the details of essential fabrication works to be done at factory site shall be furnished by the Seller to the Purchaser well in advance.
- c) Timely approval of layout, drawings, PERT/CPM, delivery schedule, payment schedule etc. subject to timely submission by the Seller.
- d) The Purchaser shall provide, and electricity metered connection for site fabrication, in accordance with above, for which a separate energy meter will be installed by the seller , so that the Seller pays to the Purchaser the actual cost of electricity consumed for site fabrication purpose. The U.P. Electricity Board's commercial Rates will be applicable.
- e) The Purchaser shall provide adequate water supply free of cost to the Seller at factory site. The necessary pipeline connection shall be arranged by the Seller.

- f) The Purchaser shall provide, electricity for startup of machinery and equipment/systems.

**11.0 SELLER'S RESPONSIBILITIES:**

- a) Within 15 days of the signing of this Agreement, the Seller shall provide the equipment-wise break-up prices for major items of equipments mutually agreed between Purchasers & Sellers. The seller will get pice break-up an billing schedule approved from the Purchaser within 15 days.
- b) The Seller undertake to hand-over within 07 days from the date of signing of this Agreement, a time schedule of deliveries relating to major equipment's and erection work as detailed in Agreement
- c) A PERT/CPM/Composite bar chart shall be finalized, with the mutual consultation between the Purchaser and Seller and authorized agency, within 10 days after signing of this Agreement. The Seller will get PERT/CPM/Composite bar charts approved from the Purchaser within 15 days.
- d) An insurance coverage by a insurance company regulated by IRDA for the transit safety of equipment from places of concerned manufacturers works to the Purchaser site at **Distillery Unit Nanauta**, Saharanpur Uttar Pradesh. This insurance coverage shall be valid till 30 days of receipt of the entire Machinery and Equipment at Site.
- e) The Seller shall adhere to schedules price break-up submission of drawings, manual and other documents as mentioned
- f) The Seller shall ensure that all the major and important machinery items, equipments, plant and machinery dispatched from the Sellers works/their sub-contractors works are encased in packing boxes to prevent from any losses, damage etc. Any equipment, devices or material even if not included in specifications, but found necessary for the safe and satisfactory functioning of the unit, shall be supplied by the Seller at no extra cost to the Purchaser, as though, such equipment, material or work were not originally specified and formed part of the scope of work.
- g) All the consumable required for erection & Commissioning like gas ,all type of welding/brazing or soldering rod ,Amrey paper, grinding paste, hold lights, graphite, kerosene oil, Rustburg, back joints stem packing etc. are also included in the scope of supply.
- h) All type of tools & tackles like ho1ing tools. Chain block, pulleys, wire rope hooks' tube expanders, hydraulic pumps and all special tools etc. shall be arranged be seller. All staff including engineers, technician' skilled, unskilled worker khalsi required for loading/unloading, fabrications, erection, testing and trails etc. shall be arranged by the seller. The machinery & other requirements delivered at site should b properly stored at site. The transportation of machinery any equipment from the stored place to their respective position shall also be in the scope of seller.
- i) Technical services included in the scope of supply:\_ Project In charge: Seller will retain a qualified, experienced and responsible project engineer/manager to supervise the installation and erection/combining of the site.
- j) All equipment including bought out items shall be offered for inspection before dispatch.
- k) All material of construction and fabrication shall be as per relevant ASME/ASA/AISI/ASTM/ANSI/BS/IS/Standards and acceptable equivalent standards referred to in the Technical Specification herein and in the tender document. They should also comply with standard and good engineering practices acceptable to the purchaser and its expert consultant.
- l) The seller be fully responsible for any mishaps/casualty/fatal accidents of their employees during the contract period of project, Nanauta Distillery Unit, shall not responsible at all for such mishaps whatsoever. The seller shall also be fully responsible for any mishaps/casualty/fatal accidents og purchaser employees/machinery during erection and commissioning.
- m) Any equipment, device or material even if not included in specifications, but found necessary for the safe and satisfactory functioning of the unit, shall be supplied by the seller at no extra cost to be purchaser, as though, such equipment, material or work were not originally specify and formed part of the Agreement.

## **12.0 PATENT:**

### **Patent and/or Copyrights**

The Seller shall hold and save the Purchaser, its officers, agents, servants and employees from liability of any nature or kind including costs and expenses for or on account of any copyright or uncopyright, composition, secret processes, patented or appliance unpatented, articles or manufactured or used in the performance of this contract including their use by the Purchaser unless otherwise specifically stipulated in this Agreement.

In the event of any claim or demand being made or action being brought against the Purchaser for infringement of patent in respect of any machine, plant used or supplied by the Seller under this Agreement or in respect of any method of using or working by the Purchaser or such machine, plant or thing, the Seller will indemnify the Purchaser against such claims or demand and all costs and expenses arising from or incurred by reason or such claim or demand.

PROVIDED THAT the Purchaser shall notify in writing the Seller immediately if any claim is made and that they shall be at liberty, if they so desire with the assistance of the Purchaser, if required, but at the Seller's own expenses, to conduct all negotiations for the settlement of the same or any litigation that may arise there from; and

PROVIDED THAT no such machine, plant or thing shall be used by the Purchaser for any purpose or in any manner other than that for which they have been supplied by the Seller as specified in this Agreement.

## **13.0 FORCE MAJEURE:**

The right of the Seller to proceed with the work shall not be terminated as provided in Agreement because of any delay in the completion of the work due to unforeseen causes beyond the control and without the fault or negligence of the Seller or their sub-contractors including (but not restricted to) act of God or Public, enemy, action of Government in its Sovereign Capacity, floods, epidemics, quarantine, strike, lock-outs, fires, explosives, accident, civil commotion, riots etc. In the event of any of the aforesaid contingencies, unusual or extraordinarily prolonged, the Purchaser will be promptly kept informed by the Seller by FAX/E-Mail followed by Confirmation in writing through a registered letter with AD, with documentary proof within 10 days of the commencement and completion of force majeure circumstances.

- a) Force majeure clause shall be applied only to the machinery equipment fall in the period as per delivery schedule.
- b) Extension of Time – Any period within which the Seller shall, pursuant to this Agreement, complete any action or task, shall be extended by the Purchaser if satisfied, for a period equal to the time during which the Seller was unable to perform such action as a result of Force Majeure.
- c) Measures to be taken – Seller affected by an event of Force Majeure shall take all reasonable measures to remove such Seller's inability to fulfill its obligation hereunder with a minimum of delay. The parties shall take all reasonable measures to minimize the consequences of any event of Force Majeure.
- c) If the seller even after extension of time by the purchaser as per provision of clause 13 ( c ) of this Agreement did not fulfill the contract even during such extended time ,then the purchaser may, if deem fit, rescind this contract and take such penal action as provided in this Agreement.

**14.0 TERMS OF PAYMENT:**

**The Purchaser shall pay the Contract Price in the following manner:-**

- 1. Payment shall be made to the party/seller in Installments after deduction 5% Security money and Advance Paid against supply and Work done after recommendation of Distillery Manager .**
  - 2. The Sellers EMD will be converted in to security deposit which is 5% of Contract Price. The balance/short fall amount of Security deposit shall be deducted from the bills on prorata basis. The Security money will be refunded after 12 months from date of successful commissioning.**
- 14.4 i) Invoices, dispatch l1 and Railway Receipt/ goods receipt to be presented by the Seller against full part of the machinery supplied. In every invoices, the Seller shall give reference of the detailed billing l1 against each items of Machinery and Equipment supplied.**
- ii) GST invoices and gate pass showing the actual amount of CGST/SST/IGST and other taxes and paid on all bills for base price so as to ensure the Purchaser gets GST credit**

**Any wharf age or demurrage attributable to the Seller shall be borne and payable by the Seller and shall be the responsibility of the Seller only. In case the machinery is transported by road, the same shall be duly insured before transportation.**

- 14.5 The Contract Price as at 3.1.2 is firm and holds good till the Performance Trial of equipments. No price escalation will be given. However, any increase or decrease in statutory taxes or duties will be made applicable to both the Purchaser & Seller subject to the authenticated proof. The increase in the amount of taxes and duties will be on Seller's account if the material is not supplied within the schedule time period.**

In case the Sellers fail to supply and delivery all the said equipment within the time agreed herein as per Annexure –I to IV, the Sellers shall be liable to pay to the Purchasers interest at the rate on PLR of State Bank of India on the amount of unadjusted amount paid to the Sellers reckoned from the stipulated date of completion of delivery of the said equipments as specified in Annexure-I to IV, the date of payment in respect thereof is made to the Sellers by the purchasers then interest at State bank lending rate shall be paid by the Sellers to the Purchasers from the date of payment as aforesaid is made till the date the material or equipment concerned is received at site.

- 14.6 All taxes & duties such as CGST/SGST/IGST etc. are to be paid at actual as charged in Invoices & proof of payment is furnished subject to the maximum amount as specified in clause 3.1 (i) & 3.1 (vi)**

**15.0 PENALTIES**

- 15.1 To secure the contractual obligations under this Agreement, the Seller shall be liable to pay the following penalties, if the Sellers:**
- a) fail to deliver any or all the machinery & equipment, , Fabrication erection and commissioning of machinery within the delivery scheduled time specified in the contract, they shall pay penalty by an amount equal to 1.00% per week or part thereof, of the contract Price of any or all equipment but not exceeding 20% ( twenty percent) of the total Contract price mentioned as on clause 3.1.2.**

- b) Fail to supervise the fabrication , erection & commissioning as per scheduled dates. The Seller shall be liable to liquidated damages to Purchaser equal to 0.5% (half per cent) per week subject to the maximum of 10% (twenty percent) of supervision charges provided in clause 3.1.2

#### **16.0 BANK GUARANTEE (N.A)**

- 16.1 To secure the contractual obligations as per this Agreement the Seller at their own cost shall furnish to the Purchaser, the following bank guarantees, by a Nationalized/Scheduled bank. All the guarantees shall be in the formats as applicable enclosed as Annexure X respectively.

#### **17.0 PACKING MATERIALS**

Since the cost of packing materials will be borne by the Purchaser, all containers (including packing cases, boxes, tins, drums and wrapping, etc.) in which machinery and equipment and stores will be supplied shall be considered non-refundable to the Seller.

#### **18.0 EXCESS MATERIALS**

Not to hamper the erection work, the Seller may bring on the site materials such as piping, valves fittings, consumables, cables, and wires, hard wares, insulation materials, refractory bricks, lubricants, paints, electrodes, gases, emery papers, kerosene oil, grease, cotton waste, asbestos rope, red/white lead, shims etc. for completion of work as per this Agreement. Such material as are found surplus after completion of erection shall be treated as the property of Seller and shall be taken back with prior approval of the Purchaser. Any material including tools & tackles etc., brought by the Seller at the site and not paid for by the Purchaser can be taken out by the Seller after the Purchaser's approval.

#### **19.0 ARBITRATION**

If at any time there should be any question, dispute or difference between the parties in respect of any matter arising out of or in relation to this Agreement, the matter shall be referred to the Managing Director, UP Cooperative Sugar Factories Federation Ltd., Lucknow, who shall be the sole arbitrator and his decision shall be binding on both the parties.

The cost of arbitration shall be borne by the parties as may be decided upon by the arbitrators. Jurisdiction for arbitration will be **Saharanpur**, Uttar Pradesh.

The place of arbitration shall be **Saharanpur**.

#### **20.0 TRANSFERABILITY OF THE CONTRACT**

Either party shall not transfer their right and obligations arising out of or in relation to this Agreement except with the written consent of the other party.

#### **21.0 NEGLIGENCE OF THE SELLER**

If the Seller shall neglect to manufacture or supply the all plant, machinery and equipment and factory buildings with due diligence and expedition or refuse or neglect to comply with any reasonable orders given to them in writing by the Purchaser in connection therewith, the Purchaser may give notice intimating to the Seller to make good within a reasonably specified time, the failure, neglect or contravention complained of, and if the Seller still without reasonable cause fails to comply with the notice within the time specified in the notice to be reckoned from the date of

receipt of notice by the Seller, the Purchaser may take over the work of manufacture and supply of the Machinery and Equipment as a whole or in part out of the Seller's hands and/or may give it to another person on contract at a reasonable price and are entitled to recover any excess cost thus incurred by the Purchaser or make it good from any bills or dues of the Seller pertaining to this Agreement or recover such amount from the Seller.

## **22.0 MAINTENANCE / WARRANTY**

- 22.1 The period of warranty shall be Twenty four months from the date of commissioning of the equipments/systems. All Sugar Mill Machineries and Equipments shall be deemed to be under maintenance/warranty period and the Seller shall remain liable to rectify/replace any Machinery and Equipment or parts thereof, such may be found to be defective or below the rated capacity under proper use and arising due to faulty design, materials or workmanship during the warranty period. The Purchaser shall give the Seller notice in writing setting out the particulars of the defects or failures and the Seller shall thereupon make good the defective or underrated equipments or replace the same free of cost to make it comply with the requirements of the Agreement. If the Seller fails to do so within a period of 10 days so as to reduce the production loss to the minimum as required by the Purchaser, the Purchaser may rectify/replace at the cost of the Seller the whole or any portion of Machinery and Equipment, as the case may be, which is defective or under rated or fails to fulfill the requirements of the Agreement and may recover the actual cost thereof from the Seller or adjust the same from any balance payment to be made to the Seller or adjust it against the amount of security deposit. The Purchaser shall also have the right to charge an additional amount upto maximum of 50% of the actual cost of replacement. Such rectification/replacement shall be carried out by the Purchaser within as short a time as possible and at a reasonable price and under advice to the Seller. In case of such rectification/replacement by the Purchaser, the Seller shall be liable to pay the Purchaser the whole cost of such rectification/replacement done and The Purchaser shall also have the right to charge an additional amount up to maximum of 50% of the actual cost of replacement the defective equipments on being replaced shall be taken away by the Seller at their own cost. The Purchaser shall have the right to operate the Machinery and Equipment after the commissioning date except that this shall not be considered to permit operation of any part which may be materially damaged by such operation before any required rectification or alteration have been carried out.
- 22.2 If it becomes necessary for the Seller to replace or renew any defective part of the machinery under this clause, the provisions of the first paragraph of this clause shall apply to the parts of the machinery and equipments so replaced or renewed until the expiration of six months from the date of such replacement or renewal or until the end of the aforesaid maintenance period whichever is later. (To be checked)
- 22.3 The rectification of new parts will be delivered F.O.R. Purchaser's factory site. The Seller shall also bear the cost of rectification/replacement carried out on their behalf by the Purchaser as mentioned above at the plant site. At the end of the maintenance period, Seller's liability shall cease. In respect of machinery and equipment not covered by the first paragraph of this clause, the Purchaser shall be entitled to the benefit of any guarantee given to the Seller by the original Sellers of the manufacturer of such machinery and equipment
- 22.4 The responsibility of the Seller for rectification/replacement under this clause shall extend to the actual cost of rectification/replacement of the defective items of machinery and equipment and shall not be in any way be deemed to be limited to the amount of performance guarantee and security deposit. The Security Deposit (after deducting the cost of repair/replacement if any of the machinery/equipment of the expansion of plant carried out by the Purchaser during the warranty period) with the Purchaser shall be refunded by the Purchaser to the Seller within 30 days of expiry of the warranty period.

22.5 The Seller shall operate the commissioned equipments and systems for crushing season 2019-20.

### **23.0 RIGHTS UNDER THE AGREEMENT**

Unless otherwise specifically agreed, any concession shown by the parties to the Agreement to one another shall not prejudice their individual rights under this Agreement.

### **24.0 GROUNDS ENTITLING THE SELLER FOR EXTENSION OF TIME FOR DELIVERY OF THE MACHINERY AND EQUIPMENT**

The Seller shall not be entitled to any extension of time mentioned in tender form for any reason whatsoever except the following:

- 24.1 If the Purchaser expressly in writing for the supply and/or execution of the work by the Seller to be suspended for a substantial period of time for no fault of the Seller, the Seller shall be entitled to a reasonable extension of time.
- 24.2 If the Purchaser fail to fulfill the responsibility as detailed at clause 10.0 for a substantial period the Seller shall be entitled to a reasonable extension of time.
- 24.3 If the Purchaser fails to make financial arrangements as detailed at Clause 14.0 for making payments for a substantial period, the Seller shall be entitled to a reasonable extension of time, provided the Seller have complied with all contractual obligations which have become due upto that time.
- 24.4 The Seller shall be entitled to a reasonable extension of time due to Force Majeure Clause 13.0 of this Agreement.
- 24.5 If the Purchaser fail to make payment of 1 and IInd advance to the Seller within the time stipulated in this Agreement and the Seller have fulfilled all their due contractual obligations, the extension of time as may be mutually agreed upon will be granted to the Seller by the Purchaser.

### **25.0 POWER TO CLOSE WORK**

**27.1** If at any time after signing this Agreement, the Purchaser shall, in order to comply with any directives of the Government of Uttar Pradesh not require the whole or any part of the work relating to designing, preparing engineering lay out, manufacturing, procuring, supplying of the proposed machineries & equipments for the said project system under the terms of this Agreement , to be carried out, the Purchaser shall give notice in writing of the fact to the Sellers who shall have no claim to any payment by way of compensation or otherwise on account of any profit or advantage which they might have derived from the execution of the said work in full but which they could not derive in consequence of the giving up of the work before completion. The Sellers shall be paid at contract rates for the full amount of work, any labour and material collected at site or arrangement made for execution of the work which could not be utilised either fully or partially on the work on account of the giving up of work as aforesaid. Where partial utilisation of material and arrangements as aforesaid have been made, the payment will be made in proportion to the value of the work done to the satisfaction of the Purchaser to the value of the whole work covered by the contract.



In the event of the closing of the work as above the Sellers undertake to refund within 120 days all outstanding unutilized and unadjusted amount of the advance payment, if any, thereafter with interest at the lending rate of State Bank's prevailing at that time.

## 26.0 Termination of Contract

The Purchaser reserves the right to terminate the whole or part of this Contract due to any or all the following conditions :

- 26.0.1 If the Seller assigns the contract, or sub-let the the Contract without the consent of the Purchaser and Sellers has failed or refused to take remedial steps, or the Seller :
- a) Has abandoned the contract, or
  - b) has without reasonable excuse suspended performance of the contract for 30 days after receiving from the Purchaser written notice to proceed, or
  - c) Despite previous warnings in writing from the Purchaser is not manufacturing/ supplying/ erecting the Plant and equipment in accordance with the Contract, or is failing to proceed with due diligence or is neglecting to carry out his obligations so as to affect adversely the Performance of the Contract.
- 26.0.2 The Purchaser may give 21 days' notice to the Sellers of its intention to proceed in accordance with the provisions of this Clause. Upon the expiry of such notice the Purchaser may without prejudice to any other remedy under the contract and without affecting the rights and powers conferred by the contract on the Purchaser, terminate this Agreement. Upon such termination the Purchaser shall be entitled to purchase Plant and equipment in substitution for the Plant and equipment at seller's expense or may itself complete the Plant and equipment.
- 26.0.3 As soon as practicable after the Purchaser has terminated the Agreement the Purchaser shall, by or after reference to the Parties and after making such enquiries as he thinks fit, determine the amount then due to the Sellers as at the date of termination and certify the amount thereof. The amount so certified is herein called 'Termination Value'.
- 26.0.4 **Payment and termination** - The Purchaser shall not be liable to make any further payments to the Sellers until the costs of completing the Plant and equipment or obtaining substitute Plant and equipment elsewhere and all other expenses incurred by the Purchaser have been ascertained and the amount payable certified by the Purchaser (herein called 'the Cost of Completion'). If the Cost of Completion when added to the total amounts already paid to the Seller as at the date of termination exceeds the total amount which the Purchaser certifies would have been payable to the Sellers under the Contract on completion the Purchaser shall certify such excess and the Sellers shall upon demand pay to the Purchaser the amount of such excess. Any such excess shall be deemed a debt due by the Sellers to the Purchaser and shall be recoverable accordingly. If there is no such excess the Sellers shall be entitled to be paid the difference (if any) between the Termination Value and the total of all payments received by the Sellers as at the date of termination.
- 26.0.5 If the Purchaser have any information that the Seller has become bankrupt or insolvent, or Receiver has been appointed, or compound with his creditors, or being a corporation commence to be wound up, not being a members' voluntary winding up for the purpose or amalgamation or reconstruction, or have an administration order made against him or carry on his business under an administrator or a receiver or manager for the benefit of his creditors or any of them, the Purchaser may be entitled to:



- a) To terminate the Agreement forthwith by 21 days' notice to the Sellers or to the receiver, manager, administrator or liquidator or to any person in whom the contract may become vested, or
- b) To give such receiver, manager, administrator or liquidator or other person the option of carrying out the Contract subject to his providing a guarantee for the due and faithful performance of the Contract up to an amount to be agreed.

**27. DEATH, BANKRUPTCY ETC.**

If the Sellers shall die or commit any act of bankruptcy, or being a corporation commenced to be wound up except for re-construction purposes or carry on its business under a Receiver, the executors, successors, or other representatives in law of the state of the Sellers or any such receiver, liquidator, or any person in whom the Contract may become vested shall forthwith give notice thereof in writing to the Purchasers and shall for one month during which he shall take all reasonable steps to prevent stoppage of the execution of this contract have the option of carrying out the contract subject to his or their providing such guarantee as may be required by the Purchaser but not exceeding the value of the Sugar Mill Plant for the time being remaining unexecuted. In the event of stoppage of the manufacturer of the Sugar Mill Plant the period of the option under this clause shall be 14 days only. Provided that, should the above option not be exercised, the Contract may be determined by the Purchaser by notice in writing to the Sellers and the Purchasers may exercise the same power which they could exercise and will have the same rights which they would have under the clause 21 if the work had been taken out of the Sellers hands under the clause. Further the claims of the Purchaser shall be preferred over the claims of other secured and unsecured creditors.

**28.0 PARTIES TO INFORM THEMSELVES FULLY**

Either Party shall be deemed to have noted that time is the essence of the contract and have carefully examined and satisfied themselves as to the terms and conditions, specifications, schedules, appendices and drawings etc. mentioned in Annexure -XI, other formats and appendices attached to this Agreement.

**29.0 EFFECT AND JURISDICTION OF THE CONTRACT**

**30.1 The laws applicable to this contract shall be the laws in force in India.**

For the purpose of jurisdiction, the courts at Saharanpur have the jurisdiction to entertain suit or legal proceedings arising of this Agreement, subject to the arbitration under this Agreement.

**31.0 LIMITATION OF LIABILITY**

The liquidated damages and replacement shall be limited to the Performance Guarantee under Clause 16.1(iv) of this Agreement and the Warranty under of this Agreement and beyond this, the Purchaser shall have no right to any other claims.

**32.0 COMPLETION OF CONTRACT**

Unless earlier terminated under the provisions of this Agreement shall be deemed to have been completed at the expiration of the warranty period as provided for under the warranty clause

**33.0** This Agreement including the tender document , formats and appendices annexed hereto has been executed in two copies, the original remains with the Purchaser and the second copy will remain with the Seller. By signing this Agreement, both the parties -the Purchaser and the Seller agree to abide by its Clauses. Any alterations amendments or changes in this Agreement or its Annexures etc. will be valid only if agreed to by and between the Purchaser and the Seller in writing.

**34.0** Stamp duty livable on this Agreement shall be borne by the Seller



## CHECK L1 OF DOCUMENT FOR THE ABOVE TENDER

S.No	Document Requirement	Page no
1	Cost of E-Bid in Physical Form	
2	Scanned Copy of E-Bid document	
3	E-Bid EMD in Physical	
4	Scanned copy of Pan No .	
5	Scanned copy of Central Excise Reg1ration	
6	Scanned copy of GST	
7	Scanned copy of E-Bid EMD	
8	Copies of Work order and Experience Certificate of similar Type of Work of amounting Rs.10.00 Lacs in single order Lacs in Sugar mill or Distillery	
9	Scanned copy of last five years turnover duly certified by Chartered Accountant, along with last five years Balance Sheet.	
10	Income Tax Return i.e. for the financial year, <b>2019-20, 2020-21 &amp; 2021-22</b> with copy of PAN card (copy self attested).	

**SECTION IV(A): e -bid FORM**

IFB No. NNT/D1/2021-22/

Date :

**To:**

General Manager,  
U.P. Co-operative Sugar Factories Federation Ltd  
Distillery Unit Nanauta  
Saharanpur,

Dear Sir,

**Having examined the e-Bid Documents, we, the undersigned, offer COMPETITIVE E-BIDDING FOR SUPPLY OF FULLY AUOMATIC POWER FACTOR CONTROL PANEL 500 KVAR APFC HEAVY DUTY, CAPACITOR 525 VOLT WITH ALL ACCESSARIES FOR L & T MAKE NANAUTA DISTILLERY (SEE ANNEXURE I FOR DETAILS OF WORK) REPAIR & SUPPLY OF WORK**

In addition to this, the particulars of our organization such as legal status, details of experience & past performance, capability statement & required e-bid EMD\* for Rs. 25000.00 in the form of RTGS OR NEFT in favor of U.P. Co-operative sugar factories fed. Ltd., Nanauta Distillery Unit, Nanauta is furnished with this e-bid form.

We further undertake, if our e-Bid is accepted for supply, erection and commissioning (including designing, engineering, manufacturing, procurement of bought out items, civil and structural works etc.) of system Distillery as per specifications and scope of work given in the bid document to deliver the goods in accordance with the delivery schedule specified in the schedule of Requirements .

We agree to abide by this e-Bid for the e-Bid validity period specified in Clause 13.1 of the ITB and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

Until a formal contract is prepared and executed, this e-Bid, together with your written acceptance thereof and your Letter of Intent shall constitute a binding contract between us.

We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1998".

We understand that you are not bound to accept the lowest or any e-Bid you may receive.

Dated this.....day of.....21.....

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Signature

(in the capacity of)

Duly authorized to sign e-Bid for and on behalf of.....

