

THE KISAN COOP SUGAR FACTORY LTD SARSAWA
DISTT. SAHARANPUR U.P.

Email: kcsf.ssw@gmail.com

Website: www.upsugarfed.org

COMPETITIVE e-bidding
FOR

BOILER RETUBING WORK FOR SEASON 2023-24 THE KISAN COOP SUGAR
FACTORY LTD SARASWA, DISTT SAHARANPUR

e-bid REFERENCE : CA/02/2023-24 **DATED 08.08.2023**

LAST DATE AND TIME FOR SUBMISSION OF E-BIDS : 07.08.2023 UPTO 6:30 PM

DATE AND TIME OF OPENING OF ON LINE TECHNICAL e-Bids : 08.08.2023 AT 11:30 AM

PLACE OF OPENING OF e-Bids : THE KISAN COOP SUGAR FACTORY L,
SARSAWA, Distt. Saharanpur.

ADDRESS FOR COMMUNICATION : General Manager
THE KISAN COOP SUGAR FACTORY LTD
SARSAWA, Distt. Saharanpur.

e-BID E.M.D. : Rs. 40000/- (RS.FOURTY THOUSAND ONLY)

THIS DOCUMENT CONTAINS-- 34 PAGES

It will be the responsibility of the e-Bidders to check U.P. Government e-Procurement website <http://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/Cost:- Rs.500.00

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**THE KISAN COOP SUGAR FACTORY LTD
SARSAWA (SAHARANPUR-247232)**

E-mail: kcsf.ssw@gmail.com

www.upsugarfed.org

E-TENDER NOTICE

Ref.No.CA/02/2023-24

Dated: 29.07.2023

On line e-tenders are invited from manufacturers/authorized distributors/importers/stockiest/channel partners/authorized dealers (As per details give in tender documents) for supply of following items, to The Kisan Coop Sugar factory Ltd Sarsawa District Saharanpur. The e-tender documents with detailed specifications, make, terms and conditions etc. can be downloaded from web site <http://etender.up.nic.in> as per mentioned below.

S. No.	NAME OF THE ITEMS	TECHNICAL BID OPENING AT 11.30 A.M.	COMMERCIAL BID OPENING AT 2.00PM	EMD RS.	STARTING DATE OF UPLOADING OF E-TENDER
1.	BOILER TUBE DISMANTLING FABRICATION AND ERECTION WORK WITH COMPLETION OF BOILER FORMALITIES etc.	08.08.2023	08.08.2023	40000.00	29.07.2023

Other details of submission of e-bids along with eligibility, date and time, opening of Technical/Financial bids, E.M.D., experience and other terms and conditions will be available on UPLC e-tender portal <http://etender.up.nic.in> and federation website www.up.sugarfed.org from the date 29.07.2023 at 6:30 PM from where tender documents may be downloaded by any tender. The tender fee is Rs.500.00 (non refundable) and required E.M.D. by way of RTGS scheduled bank in favor of The Kisan Coop Sugar factory Ltd Sarsawa (Saharanpur) payable at **PNB SALEMPUR, Account No. 1335002100000016 IFSC Code No. PUNB0133500** Sarsawa which will be deposited in factory office before opening of Technical bid. E-tender without earnest money shall be liable to be rejected. The General Manager of this unit reserves the right to cancel any or all bids/annual e-bidding process without assigning any reason to & decision of General Manager will be final & binding for all.

D.D YADAV
P.C.S
General Manager

INVITATION FOR e-BIDS

Online e-Bids are invited for **Boiler Retubing Work For Season 2023-24** from original manufacturers /authorized vendors to The Kisan Coop Sugar factory Ltd Sarsawa, Dist Saharanpur.

1. Bidders are advised to study the tender document carefully. Submission of e-Bid against this tender shall be deemed to have been done after careful study and examination of the producers, terms and conditions of the tender Document with full understanding of its implications.
2. The e-Bid prepared in accordance with the procedures enumerated in ITB Clause 15 of Section-I should be submitted through e-Procurement website <http://etender.up.nic.in>.
3. The tender document is available at e-Procurement website <http://etender.up.nic.in> or Federation Website www.upsugarfed.org from 29.07.2023 at 6.30PM 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:

(a)	Date of publication of e-tender notice and availability of Tender document	Tender Notice has been published over e-Procurement website http://etender.up.nic.in and Federation website www.upsugarfed.org and tender Document will be available from 29.07.2023 at 6:30 PM at e-Procurement website http://etender.up.nic.in and Federation's website www.upsugarfed.org
(b)	Availability of tender document on website	29.07.2023 from 6:30 PM at e-Procurement website http://etender.up.nic.in and Federation's website www.upsugarfed.org
(c)	Clarification start date and time	29.07.2023 FROM 6:30PM
(d)	Clarification end date and time	07.08.2023 upto 6:30 PM
(e)	e-Bid submission start date and time (Submission of e-tender fee, EMD and other supporting documents in PDF/XLS FORMAT)	29.07.2023 FROM 6:30 PM
(f)	e-Bid submission end date & time	07.08.2023 upto 6:30 PM
(g)	Online technical e-Bid opening date & time	08.08.2023 at 11:30 AM
(h)	Online financial e-Bid opening date and time (only of technically qualified bidders)	08.08.2023 at 2.00 PM
(i)	Venue of opening of technical and financial e-Bids	The Kisan Coop Sugar factory Ltd Sarsawa, Saharanpur
(j)	Contact Officer	Mr. KARAN SINGH, PURCHASE INC. Mob. No. 6395410383
(k)	Cost of e-Bid document	Rs.500.00 (Rs. Five Hundred rupees only) (non-refundable)
(l)	e-Bid E.M.D.	Rs. 40000/- (Rs. FOURTY thousand only)

1. The bidders need to submit the proof/cost of e-Bid document/processing as stated in the above table in cash in the Purchaser's Office or through RTGS in favour of **The Kisan Coop Sugar factory Ltd., Sarsawa , Saharanpur** Here in after referred as **Chini Mills Sarsawa /Purchaser Payable at Sarsawa**. The scanned copy of the Cash Deposit Receipt or RTGS or Banker's Cheque must be enclosed along with the e-Bids but the original RTGS or Banker's Cheque should reach the office of **Chini Mills Sarsawa/ Purchaser, Saharanpur** before opening of technical e-Bid.
2. All e-Bid must be accompanied by e-Bid Earnest Money Deposit (EMD) in the form of RTGS, drawn in favour **The Kisan Coop Sugar factory Ltd Sarsawa ,Saharanpur**. The scanned copy of the e-Bid EMD must be submitted along with the e-Bid and the original should reach the Factory Office at Sarsawa before opening of technical e-Bids. No interest would be payable on e-bid(Earnest money) deposited with the Factory
3. The e-Bids will be electronically opened in the presence of bidder's representatives, who Choose to attend at the venue, date and time mentioned in the above table. An authority letter of bidder's/OEM representative will be required to be produced.
4. The Factory reserves the right to cancel any or all the e-Bids/annual the e-Bid process without assigning any reason thereof,. The decision of Factory will final and binding.
5. In the event of date specified for e-Bids opening being declared a holiday for Federation Office then the due date for opening of e-Bids shall be the following working day at the appointed time and place.
6. **All the required documents including Priced A 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 Specifications details) schedules/packets can be clubbed together to make single different files for each label.
7. The companies/firms who are registered 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 registered themselves with UPLC Ltd, Lucknow for e-tendering till date can get their registration done by depositing a filled in form issued by UPLC Ltd, Lucknow along with registration fee of Rs.6000/-(Rs. Six thousand only) for participating in this e-tender and other e-tenders of U.P. Govt. departments. The companies/firms, who are having digital signatures, can also get their digital signature on deposit of processing fees of Rs.15000/-(Rs. One thousand five hundred only). The companies/firms may contact the officials on phone numbers0522-4130303 Ext.305 and 307,097821451211, for their Registration/Digital Signature Certificate related queries. The registration 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 IDIB000L002
CBS CODE 00527
RS.6000/-

FOR E-TENDERING ENQUIRY PLEASE CONTACT FOLLOWING PERSONS
SRI RITVIK SAXENA FEDERATION: 9415526023, 7880888823
SRI RASHID HUSSAIN: 9935149327 U.P.L.C.
SRI SIDDHARTH SHUKLA: 9005621259 U.P.L.C.
SRI KARAN SINGH: 6395410383 PURCHASE INCHARGE SARSAWA CHINI MILL

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

1. COST OF e-BID

- (a) The bidder shall bear all costs associated with the preparation and submission of its e-BID and Kisan Sahkari Chini Mills Ltd .Sarsawa. Saharanpur. here in after 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 <http://etender.up.nic.in> and www.upsugarfed.org 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.500.00 (Rs. Five Hundred only)** in cash or through RTGS or Banker’s Cheque payable in favour of The Kisan Coop Sugar factory Ltd Sarsawa ,Saharanpur The Kisan Coop Sugar factory Ltd Sarsawa ,Saharanpur The Kisan Coop Sugar factory Ltd Sarsawa ,Saharanpur The Kisan Coop Sugar factory Ltd Sarsawa ,Saharanpur .The scanned copy of the Cash Deposit Receipt or RTGS or Banker’s Cheque must be enclosed along with e-Bid but the original RTGS or Banker’s Cheque should reach the Purchaser’s office before opening of the technical e-Bid. This e-tender document fee of **Rs.500.00** will be non-refundable.

2. CONTENTS OF e-BID DOCUMENT:

- 2.1 The goods required to be supplied/ works to be done as per, e-Bid procedure and contract terms and conditions are prescribed in the e-Bid document. The e-Bid document includes:

- 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 <http://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 Purchase through the e-Procurement website which can be read by the bidder through the “Clarification” option

under Bid Submission menu. The Purchaser/Factory may also respond to clarifications raised by the prospective bidders on Purchaser's e-mail address kcsf.ssw@gmail.com

The bidder may also visit the factory for sample related items or job works etc and seek clarification from concerned department.

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 [http:// e-tender.up.nic.in](http://e-tender.up.nic.in) and Purchaser's web site www.upsugarfed.org 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 <http://e-tender.up.nic.in> and www.upsugarfed.org 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 amendments, 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 Procurement website <http://etender.up.nic.in> and Purchaser's web site www.upsugarfed.org.

(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 will comprise of:

(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 full fill 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 Section-III© of e-tender document in PDF format.
- (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 in XLS format to be filled in after downloading from the e-Procurement website for this e-tender.

7. e-Bid Form;

- 7.1 The bidder shall complete e-Bid Form and 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 The bidder shall quote separately in the downloaded spread sheet file for the Price of hardware to be supplied.
- 8.2 Prices quoted by the bidder shall be fixed during the bidder's performance of the Contract and not subject to variation on any account subject to ITB Clause 25.1.A e-Bid submitted with an adjustable price quotation unless asked for shall be treated as non-responsive and rejected.

9. E-Bid Currency 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. The documentary evidence of bidder's qualification to perform the Contract if its e-Bid is accepted shall be as per Qualification Requirements specified in Section III(D) of e-tender document.

11 DOCUMENTS ESTABLISHING GOODS '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 contract. The documentary evidence should be in the PDF file format.

12. e-Bid Earnest Money Deposit (EMD)

- EMD
- 12.1 Pursuant to ITB Clause 6, the bidder shall furnish, as part of its e-Bid, and e-Bid EMD of Rs. 40000/- (Rupees FOURTY thousand only) in form of RTGS, in favour of The Kisan Coop Sugar factory Ltd.,Sarsawa. Saharanpur. The scanned copy of the e-Bid must be submitted along with the e-Bid and the original should reach the Purchaser's office at Lucknow before opening of technical e-Bid. No interest on EMD will be paid.
- 12.2 The e-Bid EMD is required to protect the Purchaser against the risk of bidder's conduct which would warrant the E.M.D.'s forfeiture, pursuant to ITB Clause 12.7.
- 12.3 The e-Bid EMD shall be in Indian Rupees and shall be in the following forms only:
A RTGS payable in favor of The Kisan Coop Sugar factory Ltd., Sarsawa, Saharanpur.
- 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 in original submitted at the time of e-Bid as promptly as possible after expiration of the period of e-Bid validity prescribed by the Purchaser, pursuant to ITB Clause 13.
- 12.6 The successful bidder's e-Bid E.M.D. will be converted in security and in addition to EMD equal amount of security will be deposited with Federation, pursuant to ITB Clause 28, and furnishing the performance security, pursuant to ITB Clause 29.
- 12.7 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: or
 - (ii) To furnish performance security in accordance with ITB Clause 29.

13 Period of Validity of e-Bid

- 13.1 e-Bid remain valid up to 180 days and the Rate Contract for the period up to which the crushing season 2023-24 continues of the Cooperative factories of federation or 30.07.2024 which ever is later after the date of e-Bid opening prescribed by the Purchaser, pursuant to ITB Clause 16. 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 <http://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 <http://etender.up.nic.in>. The bidders must obtain a User Logging Id and Password by registering themselves with U.P. Electronics Federation 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 <http://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 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 detail) and financial (e-Bid Form and Price Schedule/BOQ) schedules/packets given in the tender details. The details of the RTGS 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 date 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 or 21”,e-Bid Form as per “Section-III(A) 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 file 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 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 <http://etender.up.nic.in> not later than time 6.55 PM and 07.08.2023 that date as mentioned on page 4 (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 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 deadline as extended.

17. LATE e-BID

- 17.1 The server time indicated in the Bid Management window on the e-Procurement website <http://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 <http://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 width draw 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 EMD pursuant to ITB Clause 12.7.
- 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 purpose. 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 <http://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 resubmitted. After selecting the "Bid Resubmission" open, 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 and 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

- 19A-1 The Purchaser will open all technical e-Bids, in the presence of bidders representatives who choose to attend at 11:30 AM on 08.08.2023 at The Kisan Coop Sugar factory Ltd Sarsawa 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.
- 19A-2 The bidder's names and the presence or absence of requisite e-Bid security and such other details as the Purchaser as its direction 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.
- 19A-3 The Purchaser will prepare minutes of the e-Bid opening.
- 19A-4 The General Manager of this mill 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.

19(B) OPENING OF FINANCIAL e-BID:

- 19B-1 After evaluation of technical e-Bid, the Purchaser shall notify those bidders whose technical e-Bid 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.

- 19B-2 The financial e-Bids of technically qualified bidders shall be opened on 08.08.2023 at 2.00 PM in the presence of bidders who choose to attend the opening of financial bid. The name of bidders, Unit Price quoted for various items etc. will be announced at the meeting.
- 19B-3 The Purchaser will prepare the minutes of the e-Bid opening.

20. CLARIFICATION OF e-BID:

- 20.1 During evaluation of e-Bid, the Purchaser will examine the 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.
- 20.2 In event of any clarifications regarding fabrication jobs the bidder may visit the factory sites and contact the department concerned for clarification & assessment of works with consent of General Manager, The Kisan Coop Sugar factory Ltd Sarsawa

21 EVALUATION OF TECHNICAL e-BID AND EVALUATION CRITERIA:

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

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

- 21.1 The bidder should have adequate experience of supply of Boiler Tubes (ERW/Air Heater Tubes) for sugar factories for which last three years order copies along with performance certificate if any should also be enclosed with the tender.
- 21.2 The bidder shall submit required documentary proof, failing which the tender shall be rejected.
- 21.3 The bidder shall submit the copies of the detail of E.M.D..
- 21.4 The bidder shall submit the copies of the Authorization letter by the competent authorities for the authorized person.
- 21.5 The bidder shall submit the copies of authorized dealership where ever feasible
- 21.6 The bidder shall submit the copies of orders for satisfactory supply of Hardware to sugar factories of Govt. and Private Sector during last three year turnover duly certified by Chartered Accountant.

- 21.7 The bidder should submit the detail of last three years turnover duly certified by Chartered Accountant.
- 21.8 The bidder shall submit the copies of the last submitted Income Tax Return & PAN card (copy self attested).
- 21.9 The bidder shall submit the copies of the details of Trade Tax/CST registration/TIN No./GST No./Central Excise Registration.
- 21.10 The bidder shall submit the documentary proof of the Status of the Company along with names of Directors/Partners/Proprietor along with documents.
- 21.11 The bidder shall submit the certificate of experience to be given by the party along with technical bid.
- 21.12 The e-Bids found to be not responsive to and not filling 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 mentioned in the e-tender document or are not in conformity with the conditions of the contract shall be rejected.
- 21.13 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.
- 21.14 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.

22 FINANCIAL EVALUATION AND COMPARISION OF e-BID:

- 22.1 The Purchaser will evaluate and compare the financial rates of individual items 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 supplier 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 Purchaser's evaluation of a Financial bid shall be based on in terms of rated quoted including VAT of Govt. of Uttar Pradesh/CST/GST, by the bidder including the cost of **Boiler Retubing Work For Season 2023-24** offered, such price to include all costs as well as duties and taxes paid, payable on components and raw material incorporated or to be incorporated in the goods, and excise duty on the finished goods, if payable and price of incidental services, freight, insurance and other costs within India incidental to the delivery of the goods to their final destination as mentioned in Para 8.2 of ITB.

22.5 The Financial Bids will be opened by Tender Evaluation Committee (TEC) in-presence of Bidders representatives (only one) 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 register evidencing their attendance.

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 Quantity offered by the L-1 shall be first taken into consideration.

- a) In case L-1 offers to supply the complete order quantity and is assessed to have the adequate capacity to supply the complete order quantity as per the delivery schedule by the Tender Evaluation Committee (TEC) then L-1 shall be contracted to execute the complete supply order.
- b) In case L-1 offers to supply partial order quantity and is assessed to have adequate capacity to supply the offered partial order quantity as per the delivery schedule by the Tender Evaluation Committee (TEC) then the L-1 bidder shall be contracted to supply the reduced quantity (which shall be more than the guaranteed minimum quantity) and rest of the quantity shall be allotted to subsequent bidder(s) provided the successful Bidder(s) are ready to offer the quantity/jobs at the rates quoted by L-1.
- c) The quantity resulting from the split as mentioned above in case (b) shall be offered to the successful Bidder(s) after the assessment by the TEC in terms of their capacity to manufacture and supply.
- d) In case L-1 backs out, the RFP shall be cancelled & Bids shall be invited again L-1 shall however be blacklisted from participating in any future bidding and are liable for legal action taken by The mill society

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. However the bidder may contact purchaser for site inspection of fabrication jobs for assessment of works and clarifications of doubt with the consent of the General Manager The Kisan Coop Sugar factory Ltd Sarsawa, Saharanpur.

23.2 Any effort by a bidder to influence the Purchaser in its decisions of 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 10.2 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 In case L-1 offers to supply partial order quantity and is assessed to have adequate capacity to supply the offered partial order quantity as per delivery schedule by the tender Evaluation Committee(TEC) then the L-1 bidder shall be contracted to supply the reduced quantity (which shall be more than the guaranteed minimum quantity) and rest of the quantity shall be allotted to subsequent bidder(s) provided the successful Bidder(s) are ready to offer the quantity at the rates quoted by L-1. The quantity resulting from the split as mentioned above in case 22.5(b) shall be offered to the successful Bidder(s) after the assessment by the TEC in terms of their capacity to handle the allocated job within the given stipulated time as shall be intimated to the party.

25 PURCHASER’S RIGHT TO VARY QUANTITIES AT THE TIME OF AWARD:

- 25.1 The Purchaser reserves the right at the time of Contract award to increase or decrease the quantity allocated job works without any change in unit price or other terms and conditions, depending upon the requirement of customer. The purchaser may also increase or decrease the quantity even after award of contract up to the validity period of e-bid.
- 25.2 If any taxes/duties are increased/decreased by the Government during the contract period, the same shall be adjusted mutually after submitting the proof by the successful bidder to the Purchaser.

26 PURCHASER’S RIGHT TO ACCEPT ANY e-BID AND TO REJECT ANY OR ALL e- BIDS:

- 26.1 The Purchaser reserves the right to accept or reject any e-Bid, and to NNUL THE E-bid process and reject all e-Bids at any time prior to contract award, without thereby incurring any liability to the affected bidder or bidders.

27 NOTIFICATION OF AWARD:

- 27.1 The Purchaser will notify the successful bidder in writing by letter/e-mail/fax, that its e-Bid has been accepted. Normally it will be informed within 30 days after opening of E-commercial/financial bid except in unavoidable circumstances.
- 27.2 The notification of award will constitute the information of the Contract.
- 27.3 Successful bidders will have to deposit equal amount of security money in addition to E.M.D.

28 SIGNING OF CONTRACT:

At the same time as the purchase notifies the successful bidder that it’s e-bid has been accepted, the purchaser will inform the bidder accordingly.

29 PERFORMANCE/SUPPLY SECURITY

The successful bidder shall deposit the security money as equal amount of E.M.D. no interest will be paid on security. The security deposited with Federation shall be subjected to timely and satisfactory supply of ordered quality of material along with satisfactory performance from sugar factory and full and final adjustment of claims/dues of our units recoverable from them after deducting penalty if any, under these terms.

SECTION II: CONDITIONS OF E-TENDER/CONTRACT

Only fabricators with good track record and work experience of 5 years & fulfilling the required conditions of tender document are eligible to participate in the tender.

1. Price

- (i) The price should be quoted by the bidders on Ex works basis. The rate of Miscellaneous fabrication jobs is inclusive of basic rate, excise duty, VAT/CST/GST, loading charges, transit insurance and other relevant miscellaneous expenses, excluding transport charges. The supplier is required to submit the relevant documents to avail CENVAT /GST reversal benefit.
- (ii) The final rates/discount mentioned in the E-Bid shall remain firm for the crushing season 2023-24 or 30th June 2023.
- (iii) Any change in the rates of excise duty, Taxes etc. may be accepted provided documentary proof of the same is submitted for approval.
- (iv) For concessional Sales Tax, Form-C shall be provided by the purchaser against GST whichever is applicable.

2. EARNEST MONEY:

Each bidder should submit a bank draft of nationalized bank for **Rs.40000.00 (Rs FOURTY Thousand only)** in favour of The Kisan Coop Sugar factory Ltd., Sarsawa (Saharanpur) representing earnest money. The tenders without earnest money as above shall not be entertained (Central/State Government agencies or organizations are exempted from the requirement of EMD)

3. SECURITY MONEY:

Successful bidder shall have to deposit the security amount as equal to EMD amount. No interest shall be paid on the security deposit. The refund of the security deposit shall be subject to timely and satisfactory completion of ordered works of **Boiler Retubing Work For Season 2023-24** and on full and final adjustment of claims/dues of our units recoverable from them after deducting penalty, if any under these terms. Security deposit shall be refunded as per satisfactory work completion & performance report along with the submission of consent of boiler operation from boiler directorate and the satisfactory report of chief engineer.

PAYMENT TERMS:

Payments shall be made in accordance to the completion of jobs and assessment of work on pro-rata basis as per report of concerned sectional engineer and departmental head. Security money shall be released by the concerned department after trouble free operation of equipments at the termination of crushing season and as per report of C.E

4. INSPECTION AND REJECTION:

The jobs should strictly conform to the IBR and other specifications given in the work order/ISI Specifications.

5. SANCTITY

The Work order is final agreement between supplier and the mill society. Any terms and conditions of enquiry/letter, tender/quotation or any other documents inconsistent with the terms of work order will have no effect and will be null and void.

6. DELIVERY & PENALTY:

- (i) All works are to be completed timely as per instruction within 15 days. If the jobs are not completed within stipulated period, the mill society reserves the right to get the in completed/entrusted/ wrongly operated job done by other sources and means at the cost and expenses of the supplier and shall recover all losses made in arranging alternative measures from other sources. The mill society also reserves the right to cancel the order and may claim all the amount paid against the order together with interest along with all expenses incurred by the buyer in addition to the loss mentioned above.
- (ii) In case the mill societies accept late deliveries, the liquidated damages for delayed delivery @ of 0.5% per week for the unsupplied part of material subject to maximum of 5% may be charged by the mill society.

7. VARIATION:

The purchase order do not provide any right to supply for a particular quantity and the Purchaser may vary the quantity as per assessment of requirement and also change the delivery schedule in exigency without giving any notice to the supplier.

8. Negotiation:

Normally negotiation of rate shall not be done, if required negotiation of rate can be done with L-1 bidder. The proprietor/partner/ representative of the bidder shall either be present personally or depute their Senior Executive capable of taking spot decision.

9. ARBITRATION:

Any dispute arising between the Purchaser and the supplier shall be referred to a sole Arbitrator. The Arbitrator appointed by Chairman/ District Magistrate, Saharanpur, will act as sole arbitrator under the Arbitration and conciliation Act 1996 whose decision shall be final and binding on both the parties.

In case of non compliance of the conditions of the contract the General Manager of The Kisan Coop Sugar factory Ltd Sarsawa, Saharanpur shall have the power to rescind, cancel and annual the contract, between the Purchaser and the Supplier/contractor apart from black-listing the Supplier, and in that event, the sum deposited towards security shall be forfeited and the Supplier shall be further liable to pay actual amount of loss and damages as provided in Indian Contract Act to The Kisan Coop Sugar factory Ltd Sarsawa, Saharanpur U.P. to the extent the same exceeds the security money.

- 10. The bidders who are awarded with the work order shall arrange the completion of the assigned jobs strictly as per work order as per instructions of sectional officers and head of departments

11. In case of any dispute between the Fabrication contractor and the factory the Courts subordinate there to of the District in which the mill is situated shall alone have jurisdiction to the exclusion of all other courts.
12. Incomplete tender or those without the prescribed EMD may be rejected.
13. The supplier should be registered with the applicable taxable authorities ie GST, Sales Tax etc and should provide GST and TIN nos. to this mill society.
14. If the rates stipulated in the work order of the Mill Society are higher in comparison to rates of sister co operative sugar mills of U.P and Uttarakhand , the amount due to such rate difference is recoverable from the contractor. Charging of higher rates in comparison to Uttarakhand / Nearby co-operative Sugar Factories may also make the Fabrication contractor (tender) liable for cancellation of work order together with considering black listing their firm and forfeiting the security money/EMD.
15. The Mill Society reserves the right to reject any or all tenders without assigning any reason. Mill Society also reserves the right to amend or altogether change the terms and conditions in the overall interest of the Organization before finalization of the Purchase Order.
16. **The contractor should mention the guarantee/warranty period** of items to be supplied to our mill society, In case the working of fabricated unit or is not satisfactory, the same shall be replaced by the supplier on free of cost basis and loss of materials and consumables maybe recovered from out standings and EMD of the contractor in the form of liquidated damages.
17. Validity of approved rates shall be up to **30.07.2024.**
18. Guarantee/Warranty period One crushing season is mandatory.
19. Also it is to be understood that in the event of quality and quantity being rejected by the mill society the seller shall arrange immediate refund/replacement of same as per purchaser's discretion without any extra charges.
20. **Other terms and conditions:-**
 - (a) The contractor shall arrange all the tools and tackles, welding machine, gas cutters, etc along with LPG cylinder at his own expense. Only electrodes, oxygen cylinders, other related consumables shall be provided by the mill. Power for the fabrication jobs shall be provided by the
 - (b) The contractor should comply and abide by the factories act and labor laws and such related acts and laws.
 - (c) Factory shall not be responsible for any mishap or accident of his staff.
 - (d) The contractor shall ensure that his staff do not cause any damage to the mill society or the work adversely affects the progress of mill or workmen of mill then the loss accessed by mill committee may be recovered from the out standings and EMD of the contractor . In case of any misbehavior or damage by contractor staff the concerned person shall have to be removed as and when desired by the mill with immediate effect.
 - (e) If During the work the work progress of the contractor is found less and unsatisfactory the mill may arrange the completion of such work through other sources at the cost of expenditure incurred therein shall be recovered from the contractor.
 - (f) The scrap of dismantled unit is to be removed by the contractor to the scrap yard side indicated by the C.E. / mill authorities.
 - (g) The decision of general manager shall be final and binding to both parties.

- (h) The complete formalities for consent from boiler Directorate authorities are to be undertaken by the contractor. The necessary government fees shall be arranged by the factory.
- (i) Fabrication of spacer lugs and other site requirement as per original tubes are to be done by the contractor

D D YADAV
P.C.S

General Manager

SECTION III : TECHNICAL E-BID

III (A) e-BID FORM

III (B) SCHEDULE OF REQUIREMENTS

III (C) TECHNICAL SPECIFICATIONS

III (D) CONTRACT FORM

III (E) PERFORMANCE STATEMENT

III (F) CAPABILITY STATEMENT

III (G) PERFORMANCE SECURITY FORM

SECTION III(A): e bid FORM

DATE

To (Name and address of Purchaser)
General Manager
Kisan Sahkari Chini Mills Limited.,
Sarsawa(Saharanpur)

Dear Sir,

Having examined the e-Bid Documents, we the undersigned, offer to deliver **Boiler tube dismantling fabrication and erection work with completion of boiler formalities etc.** (Description of Goods and services) in conformity with the said e-Bid Documents(section II) of the e-Bid Document and will supply of Hardware items from our manufacturing works/unit/ shop as per the specifications(Section III©) to your Chini Mill. In addition to this, the particulars of our organization such as legal status ,details of experience and past performance ,capability statement and the required e-Bid EMD for **Rs. 40000/- (Rs FOURTY thousand only)** in the form of RTGS in favour of The Kisan Coop Sugar factory Ltd Sarsawa (Saharanpur) are furnished with this e-Bid form.

We further undertake, if our e-Bid is accepted, to deliver the Hardware items in accordance with the delivery schedule specified in the schedule of Requirements (section III(b)).

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 notification of award shall constitute a binding contract between us. All the terms and conditions of the e-tender Document are acceptable to 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..... day of20

(Signature & Name of official)

(In the capacity of)

Duly authorized to sign. E-Bid for an on-behalf of.....

SECTION III (B) SCHEDULE OF REQUIREMENTS

Item Code	Brief Description	Destination	Delivery Schedule	e-BID E.M.D.
As per the details given in the SECTION III © TECHNICAL SPECIFICATIONS	<u>Boiler Retubing work for Season 2023-24</u>	The Kisan Coop Sugar factory Ltd Sarsawa, Distt - Saharanpur	To be dispatched as per requirement and delivery schedule of purchase order.	<u>40000/-</u>

SECTION III(C) TECHNICAL SPECIFICATIONS

TERMS & CONDITIONS:

1. All Taxes Extra as Applicable.
2. Rates of Fabrication are ex-Saharanpur.
3. Inspection Fee Extra.
4. Free Accommodation will be Arranged by the factory.
5. Payment after Completion of Job/Supply and as Per Recommendation of Chief Engineer.
6. All the dismantled material shall be dumped in factory scrap yard by the contractor from the dismantled place.
7. All the jobs works are to be completed by approved I.B.R. welder as per drawing/samples.
8. All the tubes, pipes and steels shall be provided by the factory.
9. All the consumable items like welding electrodes, gas etc. during the course of dismantling and fitting of tubes shall be issued free of cost from our store on the proper requisition slip except boiler tubes, welding electrodes shall be provided by you.
10. Qty. of the work may be increased/decreased as per work demand, Qty./Quality will be verified by our Chief Engineer.
11. If the factory suffers any loss directly/indirectly due to your labor during the course of the work shall be recovered from your bills.
12. If you fail to complete the entire jobs within stipulated period the factory reserved the right to get completed the balance work by engaging the other contractors and payment to that contractor, will be deducted from your *account*. In that case the security money deposited towards the jobs will also for fitted.
13. Inspection of the Boilers by the Directorate of Boilers, Kanpur shall be arranged by you, Inspection fees what shall be deposited by the factory.
14. In case of any disputes the decision of the General Manager shall be final and bindings.
15. GST tax extra as applicable on Supply/job work extra on supply items.
16. If the rates stipulated in Order of the Mill Society are higher in comparison to job order/supply made by your firm to Cooperative sugar mills of U.P./ Utrakhand the amount due to such rate difference is recoverable from the supplier. Charging of higher rates in comparison to other cooperative sugar factories may also make the supplier liable for Cancellation of order together considering black listing your firm and for feting the security money/E.M.D.
17. Other respective relevant condition will remain effective as per tender documents.
18. Payment 30% After Dismantling, 50% After Fabrication work and Rest 20% After Completion of work and Satisfactory Hydraulic Testing and Submission of IBR inspection/ Approval.

D D YADAV
P.C S
General Manager

SECTION III(D) AGREEMENT

ACCEPTANCE OF ORDER WILL BE TREATED AS AGREEMENT EXECUTED

SECTION III(E): PERFORMANCE STATEMENT

Boiler Retubebing work for season 2023-24_satisfactorily in previous Three year to sugar mills RFC and public sector undertaking

Name of Company/Firm.....

Order placed by(full address of Purchaser	Order No. & Date	Description & Quantity of order	Value of order	Date completion of delivery/ work		Remarks indicating reasons for late delivery, if any
				As per contract	Actual	
1	2	3	4	5	6	7

Signature and seal of the E-Bidder
With name of the authorized person

SECTION III (F): CAPABILITY STATEMENT (CS)

1. (a) Name and complete mailing address of the business/sale office of the bidder.

- (b) Name of Authorized Official
- © Phone
- (d) Fax
- (e) E-Mail:
- (f) Principal place of business
- (g) Website of Bidder's Firm
2. Parties will Have to furnish Under Noted Information During The Technical Discussion with Documentary Proof:

<u>Boiler Retubebing Work for Season 2023-24</u>		
1	Manufacturing License Boiler Retubebing Work for Season 2023-24 issued by Industries department of State for supply direct through manufacturer.	
2	Production capacity per month	
3	Acceptance of supply of Hardware given in the technical bid and amended up to date.	
4	Authorization letter by the competent authority for the authorized person	
5	Detail of E.M.D./Tender fee	
6	Orders for supply of Boiler Retubebing Work for Season 2023-24 in last three year to sugar mills of Govt./Private sector as per Specification given in technical bid.	
7	Details of last three years turnover duly certified by Chartered Accountant	
8	Copy of last submitted Income Tax Return And PAN card(self attested) and GST registration	
9	Copy of last audited balance sheet	
10	Details of Trade Tax/CST/Tin No./GST No. as applicable	
11	Central Excise Registration Certificate as applicable	
12	Status of the Company along with names of Directors/Partners/Proprietor along with documents.	
13	Sample of the product to be given by the party along with the technical bid(if) feasible.	

Seal and signature of the bidder.....

With Name of Authorized

Official signing the agreements

CHECK LIST

SNO.	CLAUSE	INSTRUMENT/DOCUMENTS REQUIRED	PAGE NO.
1	Clause 4 (Invitation for e-Bids)	Cost of e-Bid Document in Physical Form	
2	-do-	Scanned Copy of Cost of e-Bid Document	
3	Clause 5 (Invitation for e-Bids)	e-Bid EMD in Physical Form	
4	ITB Clause 21.1 & 21.6	Proof for supply of..... Satisfactorily in last three year to sugar mills of Govt. and private sector as per Specification given in the technical bid.	
5	ITB Clause 21.3	Copy of detail of FEE and EMD	
6	ITB Clause 21.4	Copy of Authorization letter by the component authority for the authorized person.	
7	ITB Clause 21.5	Copies of the registration certificate of industries department of the state for Boiler Tubes(ERW/Air Heater Tubes)	
8	ITB Clause 21.7	Detail of last three turnover duly certified by Chartered Accountant.	
9	ITB Clause 21.8	Copies of details of last submitted Income Tax Return/PAN card (self attested).	
10	ITB Clause 21.9	Details of Trade tax/CST Registration/TIN No./GST No. and Central Excise Registration Certificate.	
11	ITB Clause 21.10	Documentary proof of the Status of the company along with names of Directors/Partners/Proprietor along with documents.	
12	ITB Clause 21.11	Submit sample of the product to be given by the party along with technical bid(if feasible) duly stamped and signed by the e-Bidder.	
13	SECTION II	Acceptance to the conditions of Contract	
14	SECTION III(A)	e-Bid Form	
15	SECTION III(B)	Schedule of Requirements	
16	SECTION III©	Technical Specifications	
17	SECTION III D	Agreement/Order Acceptance	
18	SECTION III (E)	Performance Statement	
19	Section iii(f)	Capability Statement	
20	SECTION IV(A)	e-Bid Form	
21	SECTION IV (B)	BOQ.	

SECTION IV: FINANCIAL e-BID

IV(A) e-BID FORM

IV(B) PRICE SCHEDULE/BOQ

SECTION IV(A): e bid FORM

To (Name and address of Purchaser)
General Manager
Kisan Sahkari Chini Mills Limited.,
Sarsawa (Saharanpur)

Dear Sir,

Having examined the e-Bid Documents, we the undersigned, offer to undertake **Boiler Retubebing Work for Season 2023-24** (Description of Goods and services) in conformity with the said e-Bid Documents for the rates as may be ascertained in accordance with the schedule of rates attached herewith and made part of this e-bid, and hereby undertake that we accept all terms and conditions of E-Tender/contract(section II) of the e-Bid Document and **will complete the works of the aforesaid Boiler Retubebing Work for Season 2023-24** per the Technical specifications(Section III©) at your Chini Mill. In addition to this, the particulars of our organization such as legal status principal place of business ,details of experience and past performance, capability statement and the required e-Bid security in the form of RTGS in favour of The Kisan coop sugar factory ltd Sarsawa (Saharanpur) are furnished with this e-Bid form.

We further undertake, if our e-Bid is accepted, to deliver the goods in accordance with the delivery schedule specified in the schedule of Requirements (section III (b)).

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 you, written acceptance thereof and your notification of award 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..... day of20

(Signature & Name of official)

(In the capacity of)

Duly authorized to sign. E-Bid for an on-behalf of

Tender Inviting Authority: THE KISAN COOP SUGAR FACTORY LTD SARSAWA, SAHARANPUR

Name of Work: e-BIDDING FOR Boiler Retubebing Work for Season 2023-24

Contract No: CE/1/2023-24 Dated : 18.07.2023

Name of the Bidder/ Bidding Firm / Company :

PRICE SCHEDULE

(This BOQ template must not be modified/replaced by the bidder and the same should be updated after filling the relevent columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only)

NUMBER #	TEXT #	NUMBER #	TEXT #	TEXT #	NUMBER #	NUMBER #	NUMBER #	TEXT #
Sl. No.	Item Description	Quantity	Units	Quoted Currency in INR / Other Currency	Rate (in Rs.)	TOTAL AMOUNT Without Taxes in Rs. P	TOTAL AMOUNT With Taxes	TOTAL AMOUNT In Words
1	2	4	5	12	13	53	54	55
1	DETAILS OF BOILER REPAIRING WORK							
1.01	Col: yj u0 1 rFk 2 dh Me VnMe V: 1 I kbzt 63-5 , e- , e-vlsMh: X 3.66 , e- e- fFkdud dh ijktuh V: nla dls fMI eBVy djuul Mbak@I siy ds vud kj QschdV djj fQV djus dk dk; 7 djus ds mi jllr gblMfSyx VSLVx nula	1.00	Rate / tube	INR		0.00	0.00	INR Zero Only
1.02	Col: yj u0 1 dh ijktuh Me VnMe dls dVdV dj fudkyuk A V: nla dls det kj fl jla ds dVdV dj ubZ V: nla l s ofVMax djuk VQschdV djuul Mbak@I siy ds vud kj QschdV djj fQV djus dk dk; 7 djus ds mi jllr gblMfSyx VSLVx nula	1.00	Rate / tube	INR		0.00	0.00	INR Zero Only
1.03	Col: yj u0 3 dh Me VnMe V: 1 I kbzt 50-8 , e- , e-vlsMh: X 3.66 , e- e- fFkdud dh ijktuh V: nla dls fMI eBVy djuul Mbak@I siy ds vud kj QschdV djj fQV djus dk dk; 7 djus ds mi jllr gblMfSyx VSLVx nula	1.00	Rate / tube	INR		0.00	0.00	INR Zero Only
1.04	Col: yj u0 1 rFk 2 dh I kbM oMly V: 1 I kbzt 76-2 , e- , e-vlsMh: X 3.66 , e- e- fFkdud dh ijktuh V: nla dls fMI eBVy djuul Mbak@I siy ds vud kj QschdV djj fQV djus dk dk; 7 djus ds mi jllr gblMfSyx VSLVx nula	1.00	Rate / tube	INR		0.00	0.00	INR Zero Only
1.05	Col: yj u0 3 dh I kbM oMly V: 1 I kbzt 63-5 , e- , e-vlsMh: X 3.66 , e- e- fFkdud dh ijktuh V: nla dls fMI eBVy djuul Mbak@I siy ds vud kj QschdV djj fQV djus dk dk; 7 djus ds mi jllr gblMfSyx VSLVx nula	1.00	Rate / tube	INR		0.00	0.00	INR Zero Only
1.06	Col: yj u0 1 rFk 2 dh LOhu V: 1 I kbzt 76-2 , e- , e-vlsMh: X 3.66 , e- e- fFkdud dh ijktuh V: nla dls fMI eBVy djuul Mbak@I siy ds vud kj QschdV djj fQV djus dk dk; 7 djus ds mi jllr gblMfSyx VSLVx nula	1.00	Rate/tube	INR		0.00	0.00	INR Zero Only
1.07	Col: yj u0 3 dh LOhu V: 1 I kbzt 63-5 , e- , e-vlsMh: X 3.66 , e- e- fFkdud dh ijktuh V: nla dls fMI eBVy djuul Mbak@I siy ds vud kj QschdV djj fQV djus dk dk; 7 djus ds mi jllr gblMfSyx VSLVx nula	1.00	Rate/tube	INR		0.00	0.00	INR Zero Only
1.08	Col: yj u0 1 rFk 2 dh I dlyktu V: 1 I kbzt 76-2 , e- , e-vlsMh: X 3.66 , e- e- fFkdud dh ijktuh V: nla dls fMI eBVy djuul Mbak@I siy ds vud kj QschdV djj fQV djus dk dk; 7 djus ds mi jllr gblMfSyx VSLVx nula	1.00	Rate/tube	INR		0.00	0.00	INR Zero Only
1.09	Col: yj u0 1 rFk 2 dh , s j ghVj V: 1 I kbzt 63-5 , e- , e-vlsMh: X 2.64 , e- e- fFkdud dh ijktuh V: nla dls fMI eBVy djuul Mbak@I siy ds vud kj QschdV djj fQV djus dk dk; 7 djus ds mi jllr gblMfSyx VSLVx nula	1.00	Rate/tube	INR		0.00	0.00	INR Zero Only
1.1	Col: yj u0 3 dh , s j ghVj V: 1 I kbzt 63-5 , e- , e-vlsMh: X 2.64 , e- e- fFkdud dh ijktuh V: nla dls fMI eBVy djuul Mbak@I siy ds vud kj QschdV djj fQV djus dk dk; 7 djus ds mi jllr gblMfSyx VSLVx nula	1.00	Rate / tube	INR		0.00	0.00	INR Zero Only
1.11	Col: yj u0 1 rFk 2 dh jllr j V: 1 I kbzt 76-2 , e- , e-vlsMh: X 3.66 , e- e- fFkdud dh ijktuh V: nla dls fMI eBVy djuul Mbak@I siy ds vud kj QschdV djj fQV djus dk dk; 7 djus ds mi jllr gblMfSyx VSLVx nula	1.00	Rate / tube	INR		0.00	0.00	INR Zero Only
2.11	Col: yj u0 3 dh jllr j V: 1 I kbzt 101-6 , e- , e-vlsMh: X 3.66 , e- e- fFkdud dh ijktuh V: nla dls fMI eBVy djuul Mbak@I siy ds vud kj QschdV djj fQV djus dk dk; 7 djus ds mi jllr gblMfSyx VSLVx nula	1.00	Rate / tube	INR		0.00	0.00	INR Zero Only
3.11	Col: yj u0 1 , oa2 dh : Q V: 1 I kbzt 76-2 , e- , e-vlsMh: X 3.66 , e- e- fFkdud dh ijktuh V: nla dls fMI eBVy djuul Mbak@I siy ds vud kj QschdV djj fQV djus dk dk; 7 djus ds mi jllr gblMfSyx VSLVx nula	1.00	Rate / tube	INR		0.00	0.00	INR Zero Only

