

**KISAN SAHAKARI CHINI MILLS LTD.**  
**Sampurna Nagar, Lakhimpur Kheri -262904**  
Telephone: (05871) 222228 Fax: (05871) 222226  
Email: [kscmsamp@yahoo.co.in](mailto:kscmsamp@yahoo.co.in)  
Website: [www.upsugarfed.org](http://www.upsugarfed.org)

**COMPETATIVE e-Bidding**  
**FOR**  
**Job Work Of Re-Construction Of Godown No.- 01**

**E-Bid REFERENCE** : 701/CIVIL/GM/2023-24  
Dated 29.06.2023

**LAST DATE AND TIME FOR SUBMISSION OF E-Bids** : **17.07.2023** – **AT 06.55 P.M.**

**DATE AND TIME OF OPENING OF ON LINE TECHNICAL e-Bids** : **18.07.2023** – **AT 10.30 A.M.**

**PLACE OF OPENING OF e-Bids** : Kisan Sahakari Chini Mills Ltd,  
Sampurna Nagar, Lakhimpur Kheri  
-262904

**ADDRESS FOR COMMUNICATION** : General Manager  
Kisan Sahakari Chini Mills Ltd,  
Sampurna Nagar, Lakhimpur Kheri  
-262904

**E-Bid EMD** : **Rs. 378000/-**

This Document Contains -- 27 **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 2714.00 with GST**

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**INVITATION FOR E-Bids**  
**KISAN SAHKARI CHINI MILLS LTD, SAMPURNA NAGAR , LAKHIMPUR KHERI U.P)**  
**E- TENDER NOTICE FOR SEASON 2023-24**

Ref. 701 /civil/ G.M/2023-24

Dated 28 /06/2023

E tenders are invited from reputed contractors, Of the following job work for the season 2023-24. Tenders will be opened on the due date as stated below at 10.30 AM & negotiation will be held if seems necessary. The e-tender documents with detailed specifications, make, Earnest money, Tender form fee, Tender form, terms and conditions etc can be downloaded from [www.etender.up.nic.in](http://www.etender.up.nic.in) Tenders will have to deposit earnest money, tender form fee through Bank draft/RTGS in favour of mill society as per details given in E portal. Right to reject any or all the tenders without assigning any reason is reserved with undersign.

Sl no	Name of the item	Technical bid opening at 10.30am	Commercial bid opening	E.M.D. (in Rs.)	Starting date of uploading of E-Tender
1	Reconstruction of Sugar Godown No.1	18.07.2023	20.07.2023	378000.00	30.06.2023

  
General Manager

Ref. 701 /civil/ G.M/2023-24

Dated 29 /06/2023

Copy:- Forwarded for information & necessary action to.

1. Administrator / District Magistrate, Lakhimpur – kheri
2. Managing Director , U.P Cooperative Sugar Factories Fed. Ltd., Lucknow.
3. System Analyst U.P Cooperative Sugar Factories Fed. Ltd., Lucknow for display in federation website.
4. All Coop. Sugar Factories U.P.
5. Notice Board D.M Office, Tehsil Palia Kalan, Chini Mill Sampurna Nagar – Kheri.
6. Related Manufacturer / Authorized dealers/ Distributors/ Stockiest.
7. All Departmental heads, Chini Mill Sampurna Nagar – Kheri.
8. A.E.D.P. Kisan Sahkari Chini Mills Ltd. Sampurna Nagar – Kheri.

  
General Manager

## INVITATION FOR e-Bids

Online e-Bids are invited for **JOB WORK OF RE-CONSTRUCTION OF GODOWN NO.-01** within UP and outside state from bonafide Suppliers.

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 procedures, 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's website [www.upsugarfed.org](http://www.upsugarfed.org) from **30.06.2023 at 10.00 AM**. 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 & availability of Tender Document	Tender Notice has been published over e-Procurement website <a href="http://etender.up.nic.in">http://etender.up.nic.in</a> and Federation's website <a href="http://www.upsugarfed.org">www.upsugarfed.org</a> and Tender Document will be available from <b>30.06.2023 at 10.00 AM</b> e-Procurement web site <a href="http://eTender.up.nic.in">http://eTender.up.nic.in</a> and Federation's website <a href="http://www.upsugarfed.org">www.upsugarfed.org</a>
(b)	Availability of Tender document on website	<b>30.06.2023 at 10.00 AM</b> at e-Procurement web site <a href="http://etender.up.nic.in">http://etender.up.nic.in</a> and Federation's website <a href="http://www.upsugarfed.org">www.upsugarfed.org</a>
(c)	Clarification start date & time	<b>30.06.2023 at 10.00 AM</b>
(d)	Clarification end date & time	<b>17.07.2023 upto 02.00 PM</b>
(e)	E-Bid submission start date & time (Submission of e-Tender fee, EMD and other supporting documents in PDF/XLS format)	<b>30.06.2023 at 10.00 AM</b>
(f)	E-Bid submission end date & Time	<b>17.07.2023 upto 06.55 PM</b>
(g)	Online technical e-Bid opening date & time	<b>18.07.2023 from 10.30 AM</b>
(h)	Online financial e-Bid opening date & time (Only of technically qualified bidders)	<b>20.07.2023 from 11.30 AM</b>
(i)	Venue of opening of technical & financial e-Bids	KISAN SAHAKARI CHINI MILLS LTD. Sampurna Nagar, Lakhimpur Kheri -262904.
(j)	Contact officer	<b>Name: CIVIL.ENGINEER.</b> <b>Mobile: +91-6389025193</b> <b>Tel-Fax No. (05871) 222226,</b> <b>Email:<a href="mailto:kscmsamp@yahoo.co.in">kscmsamp@yahoo.co.in</a> ,</b>
(k)	Cost of e-Bid document	Rs 2714.00 with GST (Rupees Two Thousand Seven Hundred Fourteen Only) (Non-refundable)
(l)	E-Bid Earnest Money	Rs <b>378000 (Rupees Three Lacs Seventy Eight Thousand Only).</b>

4. The bidders need to submit the proof/cost of e-Bid document/processing as stated in the above table in Cash in the office or through RTGS in favor of Kisan Sahakari Chini Mills Ltd, Sampurna Nagar, Lakhimpur Kheri -262904 (herein after referred as MILL payable at Sampurna Nagar, Lakhimpur Kheri -262904. The scanned copy of the Cash Deposit Receipt or RTGS must be enclosed along with the E-Bids but the original RTGS should reach the office of MILL payable at Sampurna Nagar, Lakhimpur Kheri -262904 before opening of technical E-Bid.

**RTGS DETAILS:-**

**KISAN SAHKARI CHINI MILLS LTD, SAMPURNA NAGAR.**

**BANK NAME- STATE BANK OF INDIA,**

**BRANCH - PALIA KALAN, KHERI**

**AC/NO – 10951521788**

**IFSC CODE- SBIN0002592**

5. All E-Bid must be accompanied by e-Bid Earnest Money Deposit (EMD) in the form of Demand Draft/RTGS, drawn in favour of KISAN SAHKARI CHINI MILLS LTD., Sampurna Nagar, and Lakhimpur Kheri 262904. The scanned copy of the **E-Bid EMD** must be submitted along with the e-Bid and the original should reach the MILL's office at Sampurna Nagar before opening of technical e-Bids. No Interest would be payable on e-Bid (Earnest Money) deposited with the Federation.
6. 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 bidders' representative will be required to be produced.
7. The MILL reserves the right to cancel any or all the e-Bids/annul the e-Bid process without assigning any reason thereof. The decision of GENERAL MANAGER will be final and binding.
8. In the event of date specified for E-Bids opening being declared a holiday for in mills then the due date for opening of E-Bids shall be the next 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) schedules/packets can be clubbed together to make single different files for each label.
10. The companies/firms who are registered at E-Procurement portal for E-Tendering with **UP Electronics Corporation Ltd, 10 Ashok Marg, Lucknow-226001**, 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 **UP Electronics Corporation Ltd** for E-Tendering till date can get their registration done by depositing a filled in form issued by **UP Electronics Corporation Ltd** along with registration fee of 6000.00 (Rupees Six thousand only) for participating in this e-Tender and other e-Tenders of U.P. Govt. Department. The companies/firms, who are not having digital signature, can also get their digital signature on deposit of processing fees of 12714.00 with GST (Rupees One thousand five hundred only). The companies/firms may contact the officials on phone numbers **(0522) 4130303 (Extn: 305/307) or (M: 09721451211)**, for their Registration/Digital Signature Certificate related queries.

## For E-Tendering Enquiry Please Contact Following Persons

01. Civil Eng., Sugar mill - **06389025193**

## **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 Kisan Sahakari Chini Mills Ltd., Sampurna Nagar, Lakhimpur-262904, hereinafter referred to as “the Mill”, 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](http://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 2714.00 with GST (Rupees Two Thousand Seven Hundred Fourteen Only)** in cash or through RTGS payable in favour of Kisan Sahakari Chini Mills Ltd., Sampurna Nagar, Lakhimpur - 262904. The scanned copy of the Cash Deposit Receipt or RTGS must be enclosed along with the e-Bid but the original RTGS should reach the Mill's office before opening of the technical E-Bid. This E-Tender document fee of **Rs. 2714.00 with GST** will be non-refundable.

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

- 2.1 The **JOB WORK OF RE-CONSTRUCTION OF GODOWN NO.- 01** 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 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 Mill through the e-Procurement website which can be read by the bidder through the "Clarification" option under Bid Submission menu. The Mill may also respond to clarifications raised by the prospective bidders on Mill's e-mail address [kscmsamp@yahoo.co.in](mailto:kscmsamp@yahoo.co.in).

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

- 4.1 At any time prior to the deadline for submission of e-Bid, the Mill 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://etender.up.nic.in> and Mill's web site [www.upsugarfed.org](http://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://etender.up.nic.in> and [www.upsugarfed.org](http://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 Mill 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 Mill, at his discretion, may extend the deadline for the submission of e-Bids. Such extensions shall be uploaded on the e-Procurement website <http://etender.up.nic.in> and Mill's web site [www.upsugarfed.org](http://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 Mill 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 (EMD) 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 Consumption 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.
- (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 Mill.



- (iv) **Technical Specification Details** – includes copy of filled in Technical Specifications as per **Section-III(C)** 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 the e-Bid Form and the appropriate Price Schedule/BOQ furnished in the e-Bid document, including the goods to be purchased, 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 **JOB WORK OF RE-CONSTRUCTION OF GODOWN NO.- 01** to be supplied to Mill.
- 8.2- The price of **JOB WORK OF RE-CONSTRUCTION OF GODOWN NO.- 01** exclusive of all other taxes and duties and Packing & Forwarding Charges @1%.
- 8.3- Prices quoted by the bidder shall be fixed during the validity period 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 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.

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 e-Tender document.

### **11 Documents Establishing JOB WORK OF RE-CONSTRUCTION OF GODOWN NO.- 01 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 Lifting under the contract. The documentary evidence should be in 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 378000 (Rs. Three Lacs Seventy Eight Thousand Only)** in the form of Demand Draft/RTGS, in favour of KISAN SAHAKARI CHINI MILLS LTD., Sampurna Nagar, Lakhimpur Kheri -262904. The scanned copy of the e-Bid EMD must be submitted along with the e-Bid and the original should reach the Mill's office at Chini Mill Sampurna Nagar before opening of technical e-Bid.

#### **RTGS DETAILS:-**

**KISAN SAHKARI CHINI MILLS LTD, SAMPURNA NAGAR.**  
**BANK NAME- STATE BANK OF INDIA,**  
**BRANCH - PALIA KALAN, KHERI**  
**AC/NO – 10951521788**  
**IFSC CODE- SBIN0002592**



- 12.2 The e-Bid EMD is required to protect the Mill against the risk of bidder's conduct which would warrant the Earnest'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 favour of Kisan Sahakari Chini Mills Ltd, at Sampurna Nagar, Lakhimpur Kheri.
- 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 Mill.
- 12.5 Unsuccessful bidder's e-Bid EMD will be returned upon the written request through cheque as promptly as possible.
- 12.6 The e-Bid **EMD** may be forfeited:
- (a) if a bidder (i) withdraws its e-Bid during the period of e-Bid validity specified by the Mill 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 Mill on the e-Bid form or
  - (b) In case of a successful bidder, if the bidder fails:
    - (i) To sign the Contract with the Mill 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 shall remain valid upto 45 days and the Rate contract for the period up to end of the crushing season 2022-23.
- 13.2 In exceptional circumstances, the Mill 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 later 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 Mill. 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 Login 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 a 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](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 Mill 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 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 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 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 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 **Mill 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 the time **17.07.2023 at 6.55 PM** (as the server time displayed in the e-Procurement website).
- 16.2 The Mill 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 Mill 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 <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 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 Mill with a letter, attaching the proof of withdrawal and submission of e-Bid EMD in the office of Mill, to return back the e-Bid 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 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 <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 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 Mill**

- 19.A.1 The Mill will open all technical e-Bids, in the presence of bidders' representatives who choose to attend on **18.07.2023 at 10.30 A.M.** in Kisan Sahkari Chini Mills Ltd., Sampurna Nagar, Lakhimpur Kheri - 262904. 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 Mill, 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 EMD and such other details as the Mill 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 Mill 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.**

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

- 19.B.1 After evaluation of technical e-Bid, the Mill 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 Mill will simultaneously notify the bidders, whose technical e-Bids were considered acceptable to the Mill. 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 **20.07.2023 at 11.30 PM** in the presence of bidders who choose to attend. The name of bidders, Unit Price quoted for various items etc will be announced at the meeting.
- 19.B.3 The Mill will prepare the minutes of the e-Bid opening.

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

- 20.1 During evaluation of e-Bid, the Mill 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 Mill 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-Bids 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 e-Bid submitted without required documentary proof shall be rejected.
1. The tenderer has to submit earnest money of **Rs. 378000/- (Rs. Three Lacs Seventy Eight Thousand Only)** by RTGS of any Nationalized/Scheduled Bank in favour of Kisan Sahkari Chini Mills Ltd, Sampurna Nagar - Lakhimpur Kheri The. The scanned copy of EMD should be uploaded with tender for **JOB WORK OF RE-CONSTRUCTION OF GODOWN NO.- 01.**

2. Tenderer must have registration in the Sales Tax Department/GST & has to submit TIN issued by the department.
  3. Tenderer must have registration in the Central Excise Department & has to submit Registration Certificate.
  4. Tenderer must have registration in the Income Tax Department & has to submit copy of PAN/GST no.
  5. In case, tenderer has supplied **JOB WORK OF RE-CONSTRUCTION OF GODOWN NO. - 01**, to other Mills/Industries, copies of orders should be submitted as a proof of **JOB WORK OF RE-CONSTRUCTION OF GODOWN NO.- 01**
- 21.2 It shall be the discretion of the Mill to decide as to whether an e-Bid fulfils the evaluation criterion mentioned in this e-Tender or not.
- 21.3 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 Comparison of e-Bid**

- 22.1 The Mill 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 Mill.
- 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 EMD may be forfeited.
- 22.3 The Financial Bids will be opened by Tender Evaluation Committee [TEC] in the 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.
- 22.4 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) The bidders are required to give their Lowest rates in the Tenders though generally negotiation will not be held but if required then it will be done with the highest bidder (L-1) unit wise.
  - b) 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.
  - c) 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 at the rates quoted by L-1.
  - d) 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.
  - e) 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 Mill**

- 23.1 Subject to **ITB Clause 20**, no bidder shall contact the Mill 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 Mill, he/she can do so in writing.
- 23.2 Any effort by a bidder to influence the Mill 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 mill 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 Mill 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.

**25 Mill's right to vary Quantities at the Time of Award**

- 25.1 **The Mill reserves the right at the time of contract award to increase or decrease the quantity of goods and services originally specified in the schedule of Requirements without any change in unit price or other terms and conditions, depending upon the requirement of end-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 Mill.

**26 Mill's right to accept any E-Bid and to reject any or all e-Bids**

- 26.1 The General Manager reserves the right to accept or reject any E-Bid, and to annul 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 Prior to the expiration of the period of e-Bid validity, the Mill will notify the successful bidder in writing by letter/e-mail/fax, that its e-Bid has been accepted.

**28 Signing of Contract**

- 28.1 At the same time as the mill notifies the successful bidder that his e-bid has been accepted, the mill will send the bidder the work order/contract form provided in the e-bid document, incorporating all conditions of the agreement between the parties i.e. mill & successful bidder.
- 28.2 Within 07 days of receipt of the contract form, the successful bidder shall execute, Sign & date the work order/contract & returned it to the Mill.



## **SECTION II: CONDITIONS OF CONTRACT(CC)**

### **1. ELIGIBILITY**

E-tenders are invited from reputed Suppliers/Manufacturers for **JOB WORK OF RE-CONSTRUCTION OF GODOWN NO.- 01** for Sugar Mill.

### **2. EARNEST MONEY**

Each tender shall be accompanied by an earnest money of **Rs. 378000 (Rs. Three Lacs Seventy Eight Thousand Only)** in the form of Bank Draft of a Nationalized Bank in favour of Kisan Sahkari Chini Mills Ltd, payable at Sampurna Nagar-Lakhimpur Kheri. No interest shall be payable on the earnest money.

#### **RTGS DETAILS:-**

**KISAN SAHKARI CHINI MILLS LTD, SAMPURNA NAGAR.  
BANK NAME- STATE BANK OF INDIA,  
BRANCH - PALIA KALAN, KHERI  
AC/NO – 10951521788  
IFSC CODE- SBIN0002592**

### **3. PAYMENT**

Payment shall be made Fortnightly after verification of Job Work Of Re-Construction Of Godown No.- 01 by the concerning officer.

### **4. ARBITRATION**

Any dispute arising of the work order shall be refer to the mill, the District Magistrate, Lakhimpur Kheri will act as Sole Arbitrator. The decision of the Arbitrator shall be final & binding on both the parties.

### **5. E-BIDS OPENING**

The tender will be received on the due date in the office of Kisan Sahkari Chini Mills Ltd., Sampurna Nagar-Lakhimpur Kheri & will be opened on due date & time. The bidders of requested to remain present or to send their authorized representatives holding power of attorney on behalf of supplier/manufacturer at the time of opening the Technical Bid.

**GENERAL TERMS & CONDITIONS**  
**Reconstruction of Godown No-1**

Only Firms/Contractor fulfilling the required conditions of tender document are eligible to participate in the tender.

1- The price should be quoted only on the basis of the conditions provided in this tender document. The bidder shall quote his percentage tender rates both in figures and words.

2- The final rates mentioned in the tender shall remain firm & no escalation of rates will be entertained. No claim for increase in rates shall be entertained..

3- Tenderers at the time of purchasing the tender documents will be required to give in the writing the name of work.

4- The tenderers are supposed to know the standard terms and conditions of contract for various types of work and the relevant Indian standard specifications. code of practice and U.P PWD specifications, which shall be followed.

5- The tenders should write their name & address on the tender form.

6- The tenderers should be present at the time of opening of the tenders. If they so desire.

7- The tender must be submitted on prescribed form issued by this office the tenderers shall quote his percentage tender rate both in figure and words.

8- The rates are to be quoted only on basis of bill of quantity provided in the tender documents. Rate as quoted with any additional conditions shall not be considered and such offers shall be rejected.

9- The mill society rejects any or all the tenders or allots to one contractor or spilt up. Divide or distribute the work in many manners among two or more tenderers with out assigning any reason.

10-The mill Society shall however provide necessary drawing and other inputs & clear of all obstructions, similarly for the execution of the said work materials may have to be carted by head load or mules etc which should be taken into accounts while quoting the rates. The tenderes are therefore advised to see the site of the work before tendering.

11-The quantities are given in the bill of quantity are subjected to actual execution of the work. The contractor shall be bound to execute the quantities as per mill requirements on the rates provided in the bill of quantity.

12- All bills would be liable to deductions of 3% towards security besides the 02% earnest money so as to make the total security amount of 5% this amount shall be refunded after expiry of guarantee period of one year from the actual date of completion.

13-whenver work Engineer-in-charge or Asst. Engineer (civil) is mentioned it will be deemed to include the mill society or it's authorized officer.

14-Income tax shall be deducted from all the payments made to the contractor and GST shall be paid to contractor by the mill society as per rule.

**15- EXTRA ITEMS:-**

In case the mill society instructs the contractor to execute any additional item of work not included in the bill of quantities, the rate of such additional/substituted work shall be worked out in accordance with the following provisions in their respective order.

(a) The rates will be derived from the rates for similar type of work or item analogues to the item concerned plus or minus the tendered percentage.

(b) Analysed on the basis of standard PWD detailed analysis of rates after adopting the rates of materials and labour sanctioned by PWD on the date of execution of the work. The tendered percentage above or below shall be paid or deducted from the rates so derived.

(c) Analysed on the basis of standard detailed analysis of PWD after adopting current market rates of labour and materials, if PWD sanctioned rates are not available however

the tendered percentage above or below shall be paid or deducted for the items analysed under this clause.

NOTE:- In case the detailed U.P. P.W.D, analysis of rate is not available for any item C.P.W.D. or N.B.O.'s standard analysis of rates shall be adopted.

16-Extra items prepared as mentioned in items no. 15 above shall be got technically sanctioned from executive Engineer (civil) shall federation office before executing the same at site. The E.E (civil) shall technically check the extra items and accord technical sanction restricting the expenditure within the budgetary allotment.

17-For variation of quantities against all the items of bill of quantities a variation statement shall be prepared by the civil Engineer of factory and get technical approval from E.E (civil) of federation office. The E.E (civil) after technically checking the variation statement, shall accord technical sanction subject to restriction of expenditure within the budgetary allotment if the amount of work done increases the budgetary allotment, then the matter shall be forwarded to the managing director for administrative approval.

18-Steel (structural and reinforcement) and GCI/pre-coated gal-volume sheets to be issued to the contractor for incorporation in the work shall be issued by the factory free of cost under schedules "C" The contractor shall be paid only labour rates for the works for which reinforcement steel and structural steel and GCI sheets/pre-coated gal-volume shall be used.

#### **19- CLAIMS FOR INJURIES:-**

(A) The contractor shall in order to cover the risk, of death, badly injury of his own employees or labourers or to the risk as in Clause 54 and to identify the mills against any claims arising out of any accident resulting in any injury, death etc. will take insurance policy as per statutory provision of various labour laws to the satisfaction of the Engineer-in-charge as per Clause 19(D) of the tender document. In case of default by the contractor, the mill may itself get the insurance done and deduct the expenses incurred on this account from the bill of the contractor.

(B) Where the Contractors under the agreement appoint any other person for execution of the work either the whole or any part of it, the Contractors shall be liable to pay any workmen employed in the execution of the work. any compensation which he would have been liable to pay if such workers had been employed by him and where compensation if claimed from the Contractors, the provisions of Workman Compensation Act, 1923 shall apply.

(C) Notwithstanding above stipulation a workman is not prevented from receiving compensation from the party through whom the Contractors might be getting the work done in the same particular case. these provisions shall not apply in any case where the accident occurred else-where other than Mill premises where the Contractor has undertaken to execute the work on which or otherwise under his control or management.

(D) The Contractor shall be ensured with insurance company of Mill choice in order to cover the risk of death, bodily injury of their own employee or labour. The Contractor shall be liable to pay any compensation as per provisions of Workman Compensation Act, 1923, He will take insurance policy as per statutory provision of various labour law

#### **20- SECURED ADVANCE:-**

Advance payment shall be made for non-perishable construction materials purchased by the contractor, delivered and stored at site for use and incorporation in the works duly measured and verified by the mills. The advance payment shall be 75% of the rate as per PWD schedule. However as regards bricks 90% secured advance can be given.

#### **21- REJECTED MATERIALS:-**

Any materials rejected by the Engineer-in-charge shall not be used in the works and shall be removed within 3 days from the site otherwise a penalty of Rs 500/- per day may be imposed and or the rejected materials may after notice to the contractor be auctioned at the cost and expenses of the contractor (No secured advanced for such rejected material will be made by the mills)

## **22- COMPLIANCE OF LAWS:-**

The contractor shall comply with the provisions of the payment of wages Act, 1936, Minimum wages Act, 1948, Employer Liability Act, 1938. Workmen's compensation Act, 1923, industrial disputes Act, 1947. Maternity benefit Act, 1961 and mines Act, 1952 or any modifications there of any other law relating thereto and rules made there under from time to time.

23-Right to reject any or all the tender without assigning any reason is reserved with under sign.

## **24- Negotiation:**

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

25-The Contractor will be required to produce the copy of partnership decd/copy of Registration of declaration of ownership under Indian Registration Act,1908 duly notarized.

26- In case of non compliance of the conditions of the contract the General Manager of Mill Society shall have the power to rescind, cancel and annul the contract, including black-listing the Contractor, and in that event, the sum deposited towards security shall be forfeited and the Contractor shall be further liable to pay actual amount of loss and damages as provided in Indian Contract Act to Mill society the extent the same exceeds the security money.

## **27 -Work Experince**

(i)- The parties intending to submit their E-Tender should have at-least executed the Civil Work of similar nature as per Clause No.29 satisfactorily within specified time. Preference will be given to those parties having the experience of executing the civil works in Sugar Industries & other organization. Bidder will be required to produce valid registration certificate in any government organization for civil works and valid registration certificate of G.S.T.

28- Tenderer should have sufficient Engineers, Technical Staff & labours with T&P execute the Civil Works.

29- The applicant should have:

1. The Tenderer should have successfully completed similar nature of work like godown and high rise building within specified time during last seven year ending March 2023 to the one in which applications are invited should be either of the following: -

1.1 Three similar completed works costing not less than the amount equal to 40(forty) percent of the estimated cost; or

1.2 Two similar completed works costing not less than the amount equal to 50 (fifty) percent of the estimated cost; or

1.3 One similar completed work costing not less than the amount equal to 80 (eighty) percent of the estimated cost; and

30. Any bidders having criminal record is not allowed to participate in the bidding process. Any person who is having criminal cases against him or involved in the organized crime or gangster activities or Mafia or Goonda or Anti-social activity are strictly prohibited to participate in the bidding process. If it is established that any bidder has criminal record, his bid shall be automatically cancelled. Bidder will have to furnish proof regarding the same.

31. Any bidder who is an Advocate and Registered with any State Bar Council Shall not be allowed to participate in the bidding. If it is established that the contractor is registered with the state bar council, his bid shall be automatically cancelled. Bidder will have to furnish proof regarding the same.

32. Bidders will register the labours with labour department in concerned district.
33. PF of workers employed by the Contractor shall be deposited with the concerned PE authorities department of Government, proof of this effect is to be produced by the Contractor before final payment. The provision of the Minimum wages act will be observed by the Contractor.
34. Income tax shall be deducted from all the payment made to the Contractor as per standing order of the government from time to time and a certificate for the amount deducted against Income Tax, shall be issued by the Mill Society when-ever desired by the Contractor. However GST as applicable shall be paid extra.
35. The work must be completely finished to the satisfaction of the Engincer-In-charge of the Factory within specificd time as given in time schedule.
36. The bidders should write their full name and address on tender form, erazors and over-writings are not permissible. All cancellations and interpolations should be signed by the bidders.
37. Unless the person whose tender is accepted signs the contract bond within 7 days on the proper stamp paper after he is required to do so failing which so, the acceptance of his tender shall be withdrawn and the earnest money deposited shall he forfeited
38. In case of a firm, the tender must be signed by each partner or any partner holding the power of attorney on behalf of the firm. A copy of the power of attorney attested by a Gazetted Officer must accompany the tender
39. The tendered rates shall include all quarrying, royalty, testing, screens toots and plants, railway freights, carriage of materials but exclusive of GST. The Contractor's rate will be deemed for the complete items in all respect. However, GST as applicable shall be paid extra by the concerning Sugar factory/Mill Society.
40. The quantities given in the schedules are approximate and are subject to variations. No claim shall be entertained for variation in quantities the Contractors shall be bound to execute quantities as per mill requirement on the rates provided in the contract.
41. If desired by the Contractor an advance of 10% of the contract price may be given to him against a unconditional Bank guarantee of any Nationalized bank in proper format, in the name of the General Manager of the factory, and the Contractor shall have to pay interest of 1% above the Bank lending rate, on such advance. Mobilization advance without interest may be given to the Contractor against a Bank Guarantee of any nationalized bank on the security of machines and T&P brought to site in working order for constant use for execution of the work and also for temporary hutments and stores made at site by the contractor for their labour and storage of materials to the extent of 75% of the cost of machinery and temporary buildings as assessed by the Engineer In-charge up-to a maximum of 10% of the cost of agreement, whose assessment shall be final. The recovery of these advances shall be made from the first 3 measured running bills of the work in equal installments.
42. If the Contractor want to draw any material other than specified in the Schedule © from the stores of the Mill Society, the contractor shall pay value of the stock at cost of actual purchase by Mill Society plus 10% for handling charges.
43. In order to expedite the work, on account of payment on lump-sum basis for the work done but not measured may be paid on the basis of report of Engineer In-charge certifying that the work to the extent of payment being recommended has actually been executed but not measured

#### **44. SCOPE OF CONTRACT AND THE PRICE**

- A. The Contractor hereby agrees to fabricate, manufacture and erect steel structure and construct, erect, supervise the construction and erection of all civil works and jobs, and to complete the said works at the rates quoted by him in the final negotiations.
- B. The quantities hereinafter given in the bill of quantities are approximate and the contractor hereby agrees to get payment on the basis of actual quantities executed.

C. The price includes all charges required for the material, labour, sheds for the Storage of material, transportation of material and equipment, double scaffoldings, centering materials, temporary accommodation and plumbing works, for labour, tools and plants, marking out and cleaning of the site during execution of various items of works where cement has been used by Keeping these constantly moist for 14 days reckoned from the date of completion of concreting and for doing all things necessary to provide and complete the items of works consistent with attached specifications to and Forming part of this Tender The rates are also inclusive of Octroi but exclusive of GST.

D. The cement and steel will be supplied by the Mills at rates specified in Schedule © at the Mills stores. All the indents for cement Will be placed by the Contractors on the basis of consumption based on yard-sticks' specified in schedule (C) and shall be checked and verified by the Engineer in charge for issue from store

#### **45.INSPECTION OF SITE**

A. The bidders are requested to see the site before tendering and take all aspects into consideration, necessary for the completion of work. They are also advised to study the lines of communication to reach the site Including necessary information as to the means of access to the site, accommodation they may require and risks, contingencies and other circumstance which may influence or affect the execution of works by them. No extra charges consequent on any misunderstanding or otherwise shall be allowed however for the works the site are not approachable for carting of building materials, temporary approaches including drain crossing if any shall be made by the contractor for which no extra payment will be made to him. However in any case no delay in execution of works shall be allowed on the pretext of site being unapproachable.

B. The Contractor have carefully examined and have fully informed and satisfied themselves as to the nature of work to be executed.

#### **46- TIME OF COMPLETION**

A. Time is the essence of the contract. The work shall be commenced within 5 days of the date of execution of the agreement and shall be completed within: Seven months Time. The details of the construction programme shall be intimated to the contractor from time to time as per requirement of the Mill Society and he shall be required to complete the Work within the agreed time.

B. The construction programme finalized by the Mill Society shall be strictly adhered by the Contractor and he shall proceed with the work With all due diligence, time being the essence of contract on the part of Contractor failing which he shall pay liquidated damages as provided in Clause 46[C] hereinafter.

C. If the Contractor fails to complete the work either in accordance with: the construction programme or by the Schedule date of completion of whole of the work, or the time extended by the Mill Society, he shall without demur or objection pay liquidated damages equal to 1/2% of the cost of work, that remains incomplete, for every Week or part thereof beyond the agreed specified date of completion till the date the work remained incomplete so however, that the total amount of such liquidated damages shall not exceed 10% of the total value of the contract.

D. Within the time stated in the Contract Data, the Contractor shall submit to the Engineer for approval a Programme showing the general methods, arrangements, order, and timing for all the activities in the Works, along with monthly cash flow forecasts for the construction of works.

E. The Contractor shall submit the list of equipment and machinery being brought to site, the list of key personnel being deployed, the list of machinery/ equipments being placed in field laboratory and the location of field laboratory along with the Program. The Engineer shall cause these details to be verified at each appropriate stage of the program.

F. An update of the Programme shall be a programme showing the actual progress achieved on each activity and the effect of the progress achieved on the timing of the remaining Works, including any changes to the sequence of the activities.

G. The Contractor shall submit to the Engineer for approval an updated Programme at intervals of 60 Days no longer than the period stated in the Contract Data. If the Contractor does not submit an updated Programme within this period, the Engineer may withhold the amount stated in the Contract Data from the next payment certificate and continue to withhold this amount until the next payment after the date on which the overdue Programme has been submitted.

#### **47- ARRANGEMENT OF MATERIALS**

A. It will be the sole responsibility of the Contractor to arrange all materials except that mentioned in Schedule © which shall be supplied by the Mill Society.

B. The Contractor shall arrange to collect the materials at their own risk & cost and store the same in godowns at the site of the works, and also bear all expenses incurred in connection therewith including transport and all taxes, octroi, rents, charges etc.

#### **48- MILL NOT LIABLE FOR LOSS**

The Contractor shall not be entitled to any compensation for any loss on account of delays in commencing or executing the work, due to delay on the part of the Mill Society in arranging the materials mentioned in Schedule © or in making available working drawings or other inputs. He shall however be sanctioned necessary extension of time on account of above delay, if required.

#### **49. COMPONENTS OF THIS DOCUMENT**

This document includes the followings

A. Tender Notice

B. Bill of quantities

C. Schedule © for the materials to be supplied by the Mill Society

#### **50-SUPERVISION OF ENGINEER INCHARGE**

1. The Contractor shall execute the whole and every items of the work in accordance with the specifications, drawings and designs approved by Mill and orders issued by the engineer In-charge in a substantial and workman like manner both as regards the materials used and otherwise in every respect in accordance with thy specifications etc and on the directions of the engineer in charge.

2. The Engineer In-charge shall have the power to make any minor alteration or addition to the original specifications, drawings, designs and may issue written instructions that may appear to him to be necessary and advisable during the progress of the works, the Contractor shall be bound carry out the work in accordance with the orders and instruction shall not alter or invalidate he contract.

#### **51.COVERING UP**

All work under or in course of execution to be executed in pursuance of this Tender, shall be opened for inspection and supervision by the Engineer In-charge. The Contractor shall give not less than one day notice in writing to the Engineer In-charge before covering up or placing any work beyond the reach of measurement und checking in order that the same may be cheeked for correctness of specifications and quantity. If the Contractor fails to inform and cover up the work and place beyond the reach of measurement and checking, the same shall be uncovered at the Contractor's expense or in default thereof such deductions, therefore shall be made from the Contractor's bill as may be determined by the Engineer In-charge.

#### **52.DAMAGE OF WORK**

If the Contractor or his work people or servant shall break, deface, injure or destroy or deface any part of the building or the roads, Factory, land etc. while in progress, due to any reason whatsoever, the Contractor shall make good the same at their expenses or in default, the Engineer In-charge may cause The same to be made good by other works and deduct the expenses (for which the certificate of the Engineer In-charge shall be final, conclusive and binding on the Contractors) from any sums that may then or it any time thereafter become due to the Contractors or from their security deposit.



### **53. TOOL, MATERIAL SCAFFOLDING**

The Contractor shall arrange at his own cost all materials, plants, tools, Implements tackles, scaffolding etc. required for Proper and efficient execution of Work included in the specifications or in schedule of works

### **54.SETTING OUT**

The Contractor shall have the requisite number of persons like engineer with the Men and materials necessary for the purpose of setting out the work and counting and weighing and assisting in the examination of the material to be used on these works, failing which the same may be provided by the engineer in charge at the expenses and cost of the Contractor and such expenses may be deducted from any sums due to the contractor under the agreement or from their security deposits

If any other equipment is issued departmentally, rent will be recovered from the contractor bill at current rates fixed by the Mills. The terms of such issue may be ascertained by the Contractor from the Mills in Writing in advance. The contractor shall also provide all necessary fencing and lights required to protect public from accidents and shall be bound to pay costs of damages which may be awarded in any action, suit or legal proceedings due to any default in this respect.

### **55. ASSIGNMENT OF CONTRACT**

The Contractor shall not sublet or assign the contract whether in part or in whole except with the permission and concurrence of the Mill previously obtained in writing, and if the Contractor shall assign or sublet this contract or attempt to do so, become insolvent or commence any insolvency Proceedings or may any composition with his creditors, or attempt to do so or if any bribe, gratuity gift. loan perquisite, reward or advantage preliminary or otherwise shall either directly or indirectly be given promised or offered by the Contractor or any his servant or agents, to any such Officer or person in employment. or if any such officer or person shall become in any way directly or indirectly interested in the agreement, the officer accepting the contract on behalf of the Mills, may, there upon, by notice in writing rescind the contract and the security deposit of the Contractor shall thereupon stand forfeited and be absolutely at the disposal of the Mill and the same consequence shall be to the disposal of the Mill and the same consequence shall be ensured as if the contract has been rescinded under Clause65.

### **56.ELECTRICITY AND WATER**

The electricity will be supplied on cost on availability and water will be supplied free of cost by the Mill as per actual requirement at site. The Contractor shall be responsible for the maintenance of all water pipes and electric lines including temporary wiring, switch boards, fittings, couplings and other temporary works.

### **57.CONSTRUCTION OF TEMPORARY OFFICES ETC**

The Contractor shall construct at his cost temporary quarters, offices, cabins and stores on site at suitable height and locations as directed by the engineer In-charge so that the same do not interfere with free movement of trucks etc., during construction. However, one B,C/D type residence shall be allotted if a Civil Contractor during the execution of the work for his senior staff at site for which no rent shall be charged.

### **58.DRAWING ETC. MILLS SOCIETY**

All drawings, tracing and photo prints, writings except letters given to the Contractor shall be Mills sole property and shall be returned to the Mills Society on completion of work.

## **59. SAMPLES & TESTING OF MATERIALS**

A. The samples of materials (supplied by the Contractor) to be used in work shall be got approved from Engineer In-charge Materials not confirmed to the approved samples shall be rejected and no claim whatsoever in respect thereof shall be entertained.

B. Testing of different materials as per procedure laid in relevant up-to-date I.S. standards shall be carried out at the cost of the Contractor as and when instructed by the engineer in charge. Alternatively the Contractor should maintain a laboratory for testing of bricks, sand RCC, etc.

## **60. COMPLETION CERTIFICATE**

On completion of work, the Contractor shall send notice by registered post to the Mill with a copy to the Engineer In-charge giving the date of completion and requesting them to grant a certificate of completion but no such certificate shall be granted or the work shall be considered complete until the contractor has removed the surplus materials and the debris from all works and has applied one coat priming Paint as per specification on the steel frame work further, cleared off the floors and other parts of the works. If the Contractor fails to carry out this requirement, the Engineer In-charge may at the expense of the Contractor remove such scaffoldings and rubbish etc. The Mills may at the same time dispose off after notice to the Contractor, the materials remained unused on the premises and recover or adjust, as the case may be and the amount to be realized from the bills, of the Contractor due to him.

## **61. REGULATIONS OF AUTHORITIES**

The Contractors shall comply with the bye-law and regulations of statutory authorities, local bodies having jurisdiction over the area of work and shall be responsible for the payment of all fees and other charges chargeable directly and the giving and receiving of all the necessary notices, drawings, test certificates etc

## **62. Drawings and Photographs of the Works:**

62.1 The contractor shall do photography/video photography of the site firstly before the start of the work, secondly mid-way in the execution of different stages of work and lastly after the completion of the work. No separate payment will be made to the contractor for this.

62.2 The Contractor shall not disclose details of Drawings furnished to him and works on which he is engaged without the prior approval of the Engineer in writing. No photograph of the works or any part thereof or plant employed thereon, except those permitted under clause 58.1, shall be taken or permitted by the Contractor to be taken by any of his employees or any employees of his sub-Contractors without the prior approval of the Engineer in writing. No photographs/ Video photography shall be published or otherwise circulated without the approval of the Engineer in writing

## **63. DEFECT LIABILITY PERIOD AND REFUND OF SECURITY**

i. The Contractor shall be responsible for any repairs, replacements and for reconstruction of any work or part of the work resulting from defective execution or failure to execute it according to the specifications herein provided. They shall be responsible for removing any defect discovered in case of all other civil works within a period of One year from the date of completion.

ii. All money payable by the Contractors to the Mills under and in accordance with or in pursuance of the terms of the agreement may be deducted or recovered from the security deposit or any resources to bank Guarantee or from any sum or sums that may become due to the Contractor on any account whatsoever and in the event of the amount of security deposit of Bank Guarantee having been reduced by reason of any such deductions the Contractor shall within 15 days of being so asked make good in case or by a fresh bank guarantee. The sum of sums which might have been already deducted or realized from his security deposit.

#### **64.NEGLIGENCE**

In case of non performance or faulty performance in any manner or shape of all the components and conditions of the agreement, the Mills shall require by written notice to the Contractor to perform or repair the same within 15 days of the date of receipt thereof, In the event of failing us aforesaid the Mill shall have the right to get the obligation of the Contractor performed by any other agency and be entitled to deduct the amount spent and the certificate as to the expenses incurred in that behalf of the Engineer In-charge shall be final, conclusive and binding on the Contractor and the amount certified by the Engineer In-charge.

#### **65.RECESSION OF CONTRACT**

If the Contractor neglect to execute the works with due diligence or if they commit breach of any conditions of the contract, the Mills shall have the option to make alternative arrangements to carry out the work or any part thereof debiting the Contractors with cost of materials and labour, or to rescind the contract and forfeit the security deposit. In the event of any of the course mentioned above being adopted by the Engineer In-charge, the Contractor shall have no claim to any compensation or loss sustained by him by reason of his having purchased or procured any materials or entered into any agreement or made any advance on account of or with a view to the execution of the work for the performance of the contract and in case action is taken under any of the provisions aforesaid, the Contractor shall not be entitled to recover or be paid any sum for any work therefore actually performed under the contract unless and until the Engineer In-charge has certified in writing the performance of such work and the value payable in respect thereof and he shall only be entitled to be paid the value so certified.

#### **66.RUNNING BILLS AND RECOVERIES**

Running payment for interim bills shall be made monthly or as may be mutually agreed in the interest of work. The payment shall be made after proper scrutiny and checking of works whenever required. Following deductions will be made from every running bills.

(A) 75% of the value of materials issued and consumed in any particular. job or work advance whereof was made under Clause 66. Value and amount shall be final and be binding on the Contractor as per certificate of the Engineer In-charge as to its value.

(B) All or any payment made to the Contractor whether by way of advance in respect of materials brought at site or intermediate payments shall be regarded payments by way of advance against the final payment and not payment for work actually done and shall not in any manner restrain the Mills from requiring the bad or sub-standard or defective work to be dismantled and reconstruct or re-erected not be deemed and admission of the due performance of the work in any respect or the accrual of any claim nor shall effect in any manner the power of the Engineer In-charge to reject the work nor affect the contract nor the Contractors liability under the conditions nor any of them towards final settlement and adjustment of the account. Non exercise of powers at the one period of time shall not constitute or waive any of the conditions hereof and such power shall notwithstanding be capable of being exercised in the event of any future case of default.

#### **67.CONTRACTOR'S RESPONSIBILITY**

(A) The Contractor shall make adequate arrangement for proper storage, security and mill will not in any way be responsible for any loss thereof.

(B) The Contractor shall ensure that other works of the Mill in progress and in execution within the premises are in no way hampered or obstructed by any action of the Contractor and his workman also this responsibility shall squarely rest on them. The contractor shall be responsible for the safety of all activities on the site.

## **68.FORCE MAJEURE**

The right of the Contractor to proceed with the work should not be terminated nor the Contractor charged with the penalty as provided herein because of any delay in the completion of work due to unforeseen cause beyond the control and Without the fault or negligence on the part of the contractor including but not restricting to acts of God or enemy actions of government in its sovereign capacity, floods epidemics, quarrels, strikes, lockouts, fires, explosions accidents delay in supply of steel and cement in the event of any of the aforesaid contingencies the time for the completion of the work shall be extended by the Mills on the formal written request of the Contractor to the Mills (duty supported by relevant documents) made immediately but not later than 15 days of the date of occurrence of hindrances on account of which extension is desired, The decision of Mills shall in this regard shall be final.

## **69.EXTENSION OF TIME**

As referred to in Clause 68, the Contractor will be given suitable extension of time, if the Mills are satisfied in respect thereof. If the Contractor desires an extension of time for completion of the work on the grounds of his having been unavoidably hindered in its execution or any other ground he shall apply in writing to the officer accepting the contract on behalf of the Mill through the Engineer in-charge and a copy of thereof sent to the Engineer In-charge within 30days of the date of hindrance on account of which he desired such extension as aforesaid and the officer accepting the contract on behalf of the Mill shall, if in his opinion, (which shall be final) reasonable grounds be shown therefore authorize such extension of time, if any, as may in his opinion be necessary or proper provided that such extended time shall not be more than 6 months or half of the time of completion provided in the contract whichever is less. In case however, extension beyond the above period if required the same will be referred for sanction to the authority next higher to the officer accepting the contract on behalf of the Mills, i.e. to the Managing Director of the Federation. Provided always that if the Contractors continue to the work beyond the date of the completion or the extended date, as the case may be without obtaining prior approval for extension as aforesaid the right of the Mill to claim compensation under Clause 46 shall not be deemed to have been waived.

## **70.FINAL BILL**

The final bill shall be submitted by the Contractor within one month after obtaining the certificate of Engineer In-charge if there shall be any dispute about any item or items of the work then the undisputed items shall be paid within the said period of three months. The Contractor shall submit a bill of the disputed items within 30 days from the disallowance thereof and if he fails to do so. The claim shall be deemed to have fully waived and absolutely extinguished.

## **71. ARBITRATION:**

Any dispute arising between contractor/bidder the mill shall be referred to a sole arbitrator. The arbitrator appointed by district magistrate lakhimpur kheri of u.p. will act as a sole arbitrator under the arbitration and conciliation act whose decision shall be final and binding on both the party, contractor. The provision of the Indian Arbitration Act as amended from time to time, shall apply to such arbitration if work under the contract has not been completed when dispute is referred to arbitration the work shall continue during the arbitration proceedings and the payment due to Contractor within the provisions of the contract shall not be withheld on account of arbitration proceedings unless authorized or required by the Arbitrator. The decision of Arbitrator shall be final and binding on the parties Any court proceedings as may arise out of the dealing could be in court having jurisdiction over the District concern subordinate to the High Court of judicature and at Lucknow.

## **72.MISCELLANEOUS**

As soon as there occurs a change In the construction any material change in partnership of the Contractors duc notice with all necessary details shall be furnished to Mills.

It is agreed between the parties that time is the essence of the contract unless otherwise specifically agreed any concession by the parties shall not prejudice their individual rights of the agreement.

### **72.EXTENSION OF TIME IN CONSEQUENCE OF ALTERNATIONS**

The time of completion of the work shall be extended in proportion of the value of altered additional or substituted work to the original contract work and the certificate of the Engineer In-charge shall be conclusive as to such proportion over and above this a further period to the extent of 25% of time so extended may be allowed to the contractor.

73. Any temporary contingent work not specifically provided in the bill of quantities but required to be executed for expediting the work of machinery foundations etc. shall hereto be carried out by the Contractor which will be paid extra in accordance with the conditions of extra items mentioned herein earlier.

### **73. Termination**

73.1 The Employer may terminate the Contract if the Contractor causes a fundamental breach of the Contract.

73.2 Fundamental breaches of Contract shall include, but shall not be limited to, the following:

- a) the Contractor stops work for 28 days when no stoppage of work is shown on the current Programme and the stoppage has not been authorized by the Engineer;
- b) the Contractor is declared as bankrupt or goes into liquidation other than for approved reconstruction or amalgamation;
- c) the Engineer gives Notice that failure to correct a particular Defect is a fundamental breach of Contract and the Contractor fails to correct it within a reasonable period of time determined by the Engineer;
- d) the Contractor does not maintain a Security, which is required;
- e) the Contractor has delayed the completion of the Works by the number of days for which the maximum amount of liquidated damages can be paid.
- f) the Contractor fails to provide insurance cover as required under clause 77.
- g) If the Contractor, in the judgement of the Mill, has engaged in the corrupt or fraudulent practice in competing for or in executing the Contract. For the purpose of this clause, "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in Contract execution. "Fraudulent Practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Mill and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid process at artificial non-competitive levels and to deprive the Mill of the benefits of free and open competition.

- h) If the Contractor has not completed at least thirty percent of the value of construction. Work required to be completed after half of the completion period has elapsed;
- i) if the Contractor fails to set up a field laboratory with the prescribed equipment, within the period specified in the Contract Data; and
- j) Any other fundamental breaches as specified in the Contract Data.
- k) If the Contractor fails to deploy machinery and equipment or personnel as specified in the contract Data at the appropriate time.

73.3 Notwithstanding the above, the Mill may terminate the Contract for convenience.

73.4 If the Contract is terminated, the Contractor shall stop work immediately, make the Site safe and secure, and leave the Site as soon as reasonably possible.

#### **74.Payment upon Termination:**

74.1 If the Contract is terminated because of a fundamental breach of Contract by the Contractor, the Engineer shall issue a certificate for the value of the work done and Materials ordered less liquidated damages, if any less advance payments received up to the date of the issue of the certificate and less the percentage to apply to the value of the work not completed, as indicated in the Contract Data. If the total amount due to the Mill exceeds any payment due to the Contractor, the difference shall be recovered from the security deposit, and performance security. If any amount is still left un-recovered it will be a debt payable to the Mill.

74.2 If the Contract is terminated at the Mill's convenience, the Engineer shall issue a certificate for the value of the work done, the reasonable cost of removal of Equipment, repatriation of the Contractor's personnel employed solely on the Works, and the Contractor's costs of protecting and securing the Works and less advance payments received up to the date of the certificate, less other recoveries due in terms of the Contract, and less taxes due to be deducted at source as per applicable law.

#### **75.Property:**

75.1 All Materials on the Site, Plant, Equipment, Temporary Works, and Works shall be deemed to be the property of the Mill for use for completing balance construction work if the Contract is terminated because of the Contractor's default, till the Works is completed after which it will be transferred to the Contractor and credit, if any, given for its use.

76. The bidder has to produced character certificate, Solvency certificate, self-declaration affidavit (on the prescribed proforma which is attached with the bid document) etc., issued by the competent authority in original with bid document.

#### **77.Insurance:**

77.1 The Contractor at his cost shall provide, in the joint names of the Mill and the Contractor, insurance cover from the Start Date to the date of completion, in the amounts and deductibles stated in the Contract Data for the following events which are due to the **Contractor's risks:**

- (a) loss of or damage to the Works, Plant and Materials;
- (b) loss of or damage to Equipment;
- (c) loss of or damage to property (except the Works, Plant, Materials, and Equipment) in connection with the Contract; and
- (d) Personal injury or death.

77.2 Insurance policies and certificates for insurance shall be delivered by the Contractor to the Chief accountant for the Chief accountant 's approval before the completion date/ Start Date. All such insurance shall provide for compensation to be payable in Indian Rupees to rectify the loss or damage incurred.

77.3 (a) The Contractor at his cost shall also provide, in the joint names of the Mill and the Contractor, insurance cover from the date of completion to the end of defect liability period, in the amounts and deductibles stated in the Contract Data for the following events which are due to the Contractor's risks:

**(b) Personal injury or death.**

77.4 (a) Insurance policies and certificates for insurance shall be delivered by the Contractor to the Chief accountant for the Chief accountant 's approval before the completion date/ start date. All such insurance shall provide for compensation to be payable in Indian Rupees.

77.5 Alterations to the terms of insurance shall not be made without the approval of the Mill.

77.6 Both parties shall comply with any conditions of the insurance policies.



## **Appendix General Condition of Contract**

### **SALIENT FEATURES OF SOME MAJOR LABOUR LAWS APPLICABLE TO ESTABLISHMENTS ENGAGED IN BUILDING AND OTHER CONSTRUCTION WORK.**

(a) Workmen Compensation Act 1923: -The Act provides for compensation in case of injury by accident arising out of and during the course of employment.

(b) Payment of Gratuity Act 1972: - Gratuity is payable to an employee under the Act on satisfaction of certain conditions on separation if an employee has completed the prescribed minimum years (say, five years) of service or more or on death the rate of prescribed minimum days'(say, 15 days) wages for every completed year of service. The Act is applicable to all establishments employing the prescribed minimum number (say, 10) or more employees.

© Employees P.F. and Miscellaneous Provision Act 1952: The Act Provides for monthly contributions by the Employer plus workers at the rate prescribed (say, 10% or 8.33%). The benefits payable under the Act are:

(i) Pension or family pension on retirement or death as the case may be.

(ii) Deposit linked insurance on the death in harness of the worker.

(ii) Payment of P.F. accumulation on retirement/death etc.

(d) Maternity Benefit Act 1951: - The Act provides for leave and some other benefits to women employees in case of confinement or miscarriage etc.

(e) Contract Labour (Regulation & Abolition) Act 1970: - The Act provides for certain welfare measures to be provided by the Contractor to contract labour and in case the Contractor fails to provide, the same are required to be provided, by the Principal Employer by Law. The principal Employer is required to take Certificate of Registration and the Contractor is required to take license from the designated Officer. The Act is applicable to the establishments or Contractor of Principal Employer if they employ prescribed minimum (say 20) or more contract labour.

(f) Minimum Wages Act 1948: - The Employer is to pay not less than the Minimum Wages fixed by appropriate Government as per provisions of the Act if the employment is a scheduled employment. Construction of buildings, roads, runways are scheduled employment.

(g) Payment of Wages Act 1936: - It lays down as to by what date the wages are to be paid, when it will be paid and what deductions can be made from the wages of the workers.

(h) Equal Remuneration Act 1979: - The Act provides for payment of equal wages for work of equal nature to male and female workers and for not making discrimination against female employees in the matters of transfers, training and promotions etc.

(i) Payment of Bonus Act 1965: - The Act is applicable to all establishments employing prescribed minimum (say, 20) or more workmen. The Act provides for payments of annual bonus within the prescribed range of percentage of wages to employees drawing up to the prescribed amount of wages, calculated in the prescribed manner. The Act does not apply to certain establishments. The newly set-up establishments are exempted for five years in certain circumstances. States may have different number of employment size.

(j) Industrial Disputes Act 1947: - The Act lays down the machinery and procedure for resolution of industrial disputes, in what situations a strike or lock-out becomes illegal and what are the requirements for laying off or retrenching the employees or closing down the establishment.

(k) Industrial Employment (Standing Orders) Act 1946: - It is applicable to all establishments employing prescribed minimum (say, 100, or 50). The Act provides for laying down rules governing the conditions of employment by the Employer on matters provided in the Act and get these certified by the designated Authority.

(l) Trade Unions Act 1926: - The Act lays down the procedure for registration of trade unions of workmen and Employers. The Trade Unions registered under the Act have been given certain immunities from civil and criminal liabilities.

(m) Child Labour (Prohibition & Regulation) Act 1986: - The Act prohibits employment of children below 14 years of age in certain occupations and processes and provides for regulations of employment of children in all other occupations and processes. Employment of child labour is prohibited in building and construction industry.

(n) Inter-State Migrant Workmen's (Regulation of Employment & Conditions of Service) Act 1979: - The Act is applicable to an establishment which employs prescribed minimum (say, five) or more inter-state migrant workmen through an intermediary (who has recruited workmen in one state for employment in the establishment situated in another state). The Inter-State migrant workmen, in an establishment to which this Act becomes applicable, are required to be provided certain facilities such as Housing, Medical-Aid, Travelling expenses from home up to the establishment and back etc

(o) The Building and Other Construction workers (Regulation of Employment and Conditions of Service) Act 1996 and the Cess Act of 1996: - All the establishments who carry on any building or other construction work and employs the prescribed minimum (say, 10) or more workers are covered under this Act. All such establishments are required to pay cess at the rate not exceeding 2% of the cost of construction as may be modified by the Government. The Employer of the establishment is required to provide safety measures at the building or construction work and other welfare measures, such as canteens, first-aid facilities, ambulance, housing accommodations for workers near the work place etc. The Employer to whom the Act applies has to obtain a registration certificate from the Registering Officer appointed by the Government.

(p) Factories Act 1948: - The Act lays down the procedure for approval of plans before setting up a factory, health and safety provisions, welfare provisions, working hours, annual earned leave and rendering information regarding accidents or dangerous occurrences to designated authorities. It is applicable to premises employing the prescribed minimum (say, 10) persons or more with aid of power or another prescribed minimum (say, 20) or more persons without the aid of power engaged in manufacturing process.

(q) Arbitration and Conciliation Act, 1996: - The Act lays down the procedure for appointment of Arbitrator, Arbitration and conciliation, Jurisdiction of Arbitral Tribunals, Recourse against Arbitral award

All the terms & conditions  
are accepted

(Signature)  
Designation of authorized person  
Name & seal of contractor

कार्यालय जिला मजिस्ट्रेट,

चरित्र प्रमाण-पत्र

1. आवेदक का नाम .....
2. पिता/पति का नाम .....
3. आयु .....
4. शैक्षिक योग्यता .....
5. व्यवसाय .....
6. पता- (अ) स्थाई पता दूरभाष सहित .....

राजपत्रित अधिकारी द्वारा प्रमाणित पासपोर्ट साइज का नवीनतम फोटोग्राफ चस्पा किया जाय।

(ब) अस्थाई पता दूरभाष सहित .....

7. अपराधिक मुकदमों का विवरण .....

(व्यक्ति के विरुद्ध जनपद में दर्ज मुकदमों, अपराधिक गतिविधियों और असामाजिक कार्यों का विवरण दिया जाय। यदि किसी न्यायालय में अपराधिक मुकदमा चल रहा है तो उसका विवरण भी दिया जाय। यदि लोक निर्माण विभाग अथवा राज्य सरकार के अन्य विभागों द्वारा ब्लैक लिस्टेड किया गया हो तो उसका विवरण भी दिया जाय। माफिया/गैंगस्टर गतिविधियों एवं संगठित अपराधों में लिप्त व्यक्तियों के बारे में विशेष रूप से जांच करने के बाद ही प्रमाण पत्र निर्गत किया जाय और इसका उल्लेख

इस कालम में अवश्य किया जाय।)

8. सामान्य ख्याति .....

9. प्रमाण-पत्र:-

मेरे द्वारा श्री ..... के कार्य और आचरण तथा चरित्र के संबंध में पूरी तथ्यात्मक जानकारी कर ली गई है। इनके विरुद्ध अपराधिक मुकदमों की सूचना भी पुलिस से प्राप्त की गई है। सभी तथ्यों की जानकारी के पश्चात मैं प्रमाणित करता हूँ कि श्री ..... का कार्य और आचरण तथा चरित्र उत्तम है और इनके लोक निर्माण विभाग में अथवा राज्य सरकार के किसी विभाग में ठेकेदार का कार्य करने पर सामान्यतः आपत्ति प्रतीत नहीं होती है।

दिनांक .....

हस्ताक्षर

जिला मजिस्ट्रेट/कलेक्टर  
(मुहर सहित)

- नोट-1. जिला मजिस्ट्रेट/कलेक्टर द्वारा यह प्रमाण-पत्र अपने स्वयं के हस्ताक्षर से निर्गत किया जायेगा। उसके स्थान पर किसी अन्य अधिकारी द्वारा प्रमाण-पत्र निर्गत नहीं किया जायेगा।
2. प्रमाण-पत्र देने के पूर्व वह आवश्यकतानुसार वरिष्ठ पुलिस अधीक्षक/पुलिस अधीक्षक/तहसीलदार/एस0डी0एम0/अपर जिलाधिकारी अथवा किसी अन्य अधिकारी से जांच कराकर रिपोर्ट प्राप्त कर सकते हैं।
  3. संबंधित व्यक्ति से स्वघोषणा शपथ-पत्र भी ले सकते हैं।
  4. यह प्रमाण-पत्र सामान्यतः दो वर्ष के लिये मान्य होगा। यदि इससे पूर्व कोई अपराधिक घटना होती है अथवा प्रार्थी के विरुद्ध कोई अपराधिक मुकदमा आदि दर्ज होता है या वह किसी संगठित अपराध में या माफिया गतिविधियों में या असामाजिक गतिविधियों में पकड़ा जाता है तो पुलिस विभाग का यह उत्तरदायित्व होगा कि इसकी सूचना वह जिला मजिस्ट्रेट/कलेक्टर तथा संबंधित विभाग के अधिकारियों को देगा और प्रमाण-पत्र तत्काल निरस्त किया जायेगा।
  5. इस प्रमाण-पत्रों की प्रविष्टि जिलाधिकारी कार्यालय में तथा वरिष्ठ पुलिस अधीक्षक/ पुलिस अधीक्षक कार्यालय में एक अलग रजिस्टर में विधिवत अंकित की जायेगी और निर्गत प्रमाण-पत्र की एक प्रमाणित फोटो प्रति रजिस्टर में अवश्य रखी जायेगी।
  6. इस प्रमाण-पत्र के निर्गत करने अथवा निरस्त करने के संबंध में

अन्तिम निर्णय संबंधित जिला मजिस्ट्रेट/कलेक्टर का होगा।

7. निर्गत प्रमाण-पत्र की एक कार्यालय प्रति (वर्षिबम बचल) वरिष्ठ पुलिस अधीक्षक/ पुलिस अधीक्षक कार्यालय में अवश्य रखी जायेगी और एक अलग रजिस्टर में प्रविष्टि अंकित की जायेगी जिससे रिकार्ड रहे।
  8. संबंधित व्यक्ति द्वारा पासपोर्ट साइज का अपना नवीनतम फोटोग्राफ, जो राजपत्रित अधिकारी द्वारा प्रमाणित हो, चरित्र प्रमाण-पत्र के ऊपर निर्धारित स्थान पर चस्पा किया जायेगा।
-

कार्यालय जिला मजिस्ट्रेट,

हैसियत प्रमाण-पत्र

- 1-प्रार्थी का नाम .....  
(व्यक्ति/फर्म/संस्था का नाम)
- 2-पिता/पति का नाम श्री .....
- 3-निवास-स्थान (अ) पूरा स्थाई पता दूरभाष सहित .....
- .....
- (ब) अस्थायी पता दूरभाष सहित .....
- .....
- 4-व्यवसाय .....
- 5- सम्पत्ति का विवरण:-  
जिला मजिस्ट्रेट/कलेक्टर के द्वारा चल/अचल सम्पत्ति/हैसियत के संबंध में पूरा विवरण निम्न प्रकार से दिया जाय।
- प) अचल सम्पत्ति-  
जमीन/भूखण्ड/मकान/दुकान/व्यवसायिक प्रतिष्ठान/उद्योग धन्धे आदि का पूरा विवरण। यह सम्पत्ति ठेकेदार के नाम है अथवा किसी अन्य व्यक्ति के नाम से है, इसका स्पष्ट उल्लेख किया जाय। इस संबंध में सक्षम अधिकारी द्वारा निर्गत प्रमाण-पत्र संलग्न किया जाय। सम्पत्ति का मूल्यांकन/बाजार मूल्य तथा सम्पत्ति बैंक अथवा किसी वित्तीय संस्था में मार्गेज हो तो उसका विवरण भी दिया जाय।
- पप) चल सम्पत्ति-  
मोटर वाहन/निर्माण कार्यो में प्रयुक्त मशीनों तथा अन्य चल सम्पत्ति का पूरा विवरण दिया जाय। यह सम्पत्ति ठेकेदार के नाम है अथवा किसी अन्य व्यक्ति के नाम से है, इसका स्पष्ट उल्लेख किया जाय। इस संबंध में सक्षम अधिकारी द्वारा निर्गत प्रमाण-पत्र संलग्न किया जाय। सम्पत्ति का मूल्यांकन/बाजार मूल्य कितना है। यह सम्पत्ति बैंक अथवा किसी वित्तीय संस्था में मार्टगेज हो तो उसका विवरण दिया जाय।
- 6- बैंक अथवा वित्तीय संस्था में कोई धनराशि हो तो उसके लिये बैंक का नाम/खाता संख्या एवं उसमें रखी धनराशि का विवरण दिया जाय। इसके लिये बैंक अथवा वित्तीय संस्था द्वारा निर्गत प्रमाण-पत्र संलग्न किया जाय।
- 7- हैसियत प्रमाण पत्र के लिये हैसियत के रूप में यदि बैंक में जमा धनराशि दर्शायी जाती है तो यह धनराशि कम से कम तीन माह पहले से बैंक में जमा

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प्रमाणित  
पासपोर्ट साइज  
का नवीनतम  
फोटोग्राफचस्पा  
किया जाय।

होनी चाहिए और कार्य पूरा होने तक बैंक में अवश्य जमा रहनी चाहिए।  
8- प्राथी का पैन नम्बर ..... है।

मेरे द्वारा श्री .....  
(यहाँ व्यक्ति/फर्म/ संस्था आदि का नाम लिखा जाय) की चल और अचल सम्पत्ति के बारे में तथ्यों की जानकारी कर ली गई है और उसका विवरण उपरोक्तानुसार दिया गया है।)

मैं प्रमाणित करता हूँ कि मेरी जानकारी में उपरोक्त सभी तथ्य सही है और तथ्यात्मक रिपोर्ट के आधार पर यह प्रमाण-पत्र निर्गत किया जा रहा है।

दिनांक .....

हस्ताक्षर

जिला मजिस्ट्रेट/कलेक्टर  
(मुहर सहित)

- नोट-1. जिला मजिस्ट्रेट/कलेक्टर द्वारा यह प्रमाण-पत्र अपने स्वयं के हस्ताक्षर से निर्गत किया जायेगा। उसके स्थान पर किसी अन्य अधिकारी द्वारा प्रमाण-पत्र निर्गत नहीं किया जायेगा।
2. प्रमाण-पत्र देने के पूर्व वह आवश्यकतानुसार तहसीलदार/एस0डी0एम0/अपर जिला अधिकारी/बैंक अधिकारी अथवा किसी अन्य अधिकारी से जांच कराकर रिपोर्ट प्राप्त कर सकते हैं।
  3. संबंधित व्यक्ति से स्वघोषणा शपथ-पत्र भी ले सकते हैं।
  4. यह प्रमाण-पत्र सामान्यतः दो वर्ष के लिये मान्य होगा। यदि इससे पूर्व कोई महत्वपूर्ण विक्रय आदि होता है अथवा सम्पत्ति में परिवर्तन होता है या कमी आती है तो संबंधित व्यक्ति का यह उत्तरदायित्व होगा कि इसकी सूचना वह जिला मजिस्ट्रेट/कलेक्टर तथा संबंधित विभाग के अधिकारियों को देगा और प्रमाण-पत्र में संशोधन जारी किया जायेगा।
  5. इस प्रमाण-पत्रों की प्रविष्टि जिलाधिकारी कार्यालय में एक अलग रजिस्टर में विधिवत अंकित की जायेगी और निर्गत प्रमाण-पत्र की एक प्रमाणित फोटो प्रति रजिस्टर में अवश्य रखी जायेगी।
  6. इस प्रमाण-पत्र के निर्गत करने अथवा निरस्त करने के संबंध में अन्तिम निर्णय संबंधित जिला मजिस्ट्रेट/कलेक्टर का होगा।
  7. संबंधित व्यक्ति द्वारा पासपोर्ट साइज का अपना नवीनतम फोटोग्राफ, जो राजपत्रित अधिकारी द्वारा प्रमाणित हो, हैसियत प्रमाण-पत्र के ऊपर निर्धारित स्थान पर चस्पा किया जायेगा।



## शपथ-पत्र

मैं .....  
 पुत्र श्री .....  
 निवास (स्थायी पता) .....  
 .....  
 (अस्थायी/स्थानीय पता) .....  
 .....  
 .....का निवासी हूँ।

राजपत्रित  
 अधिकारी द्वारा  
 प्रमाणित पासपोर्ट  
 साइज का  
 नवीनतम  
 फोटोग्राफ चस्पा  
 किया जाय।

मैं शपथपूर्वक निम्न घोषणा करता हूँ।

1. मैं .....विभाग का ए/बी/सी/डी श्रेणी का पंजीकृत ठेकेदार हूँ/नहीं हूँ। (विभाग द्वारा निर्गत श्रेणी संबंधी प्रमाण-पत्र संलग्न किया जाय) मेरे पास पर्याप्त चल और अचल सम्पत्ति है और व्यवसायिक रूप से मैं गन्ना विकास विभाग के कार्यों को पूरा करने के लिये सक्षम और समर्थ हूँ। मेरे पास आवश्यक मशीनें और उपकरण आदि भी हैं तथा मुझे इस कार्य का पर्याप्त अनुभव है।
2. गन्ना विकास विभाग द्वारा जो (कार्य का विवरण लिखा जाय).....कराने की निविदा निर्गत की गयी है उसके लिये मैं विभाग द्वारा निर्धारित प्रारूप पर निविदा भर रहा हूँ।
3. मेरे द्वारा दिये जा रहे प्रमाण-पत्र (वरित्र प्रमाण-पत्र/हैसियत प्रमाण-पत्र/आयकर प्रमाण-पत्र/व्यापार कर प्रमाण-पत्र/बीड सेक्योरिटी प्रमाण-पत्र/बीड कैपिसिटी प्रमाण-पत्र/जमानत धनराशि आदि का प्रमाण-पत्र) तथा अन्य सुसंगत अभिलेख आदि मूलरूप में निविदा पत्र के साथ संलग्न कर दिये गये हैं।
4. मेरा पैन नं० .....है। (आयकर विभाग द्वारा प्रदत्त प्रमाण-पत्र संलग्न किया जाय)
5. मेरे विरुद्ध अपराधिक मुकदमों का विवरण निम्न प्रकार है। यहाँ पूरा विवरण दिया जाय।
  1. मुकदमा नम्बर .....
  2. धारार्ये .....
  3. थाना .....
  4. जनपद .....
  5. न्यायालय (जहाँ मुकदमा चल रहा है) .....
6. मैं गन्ना विकास विभाग/लोक निर्माण विभाग/ग्रामीण अभियंत्रण सेवा अथवा राज्य सरकार के अन्य विभागों द्वारा ब्लैक लिस्टेड ठेकेदार की श्रेणी में नहीं आता हूँ। मैं अपराधिक गतिविधियों, माफिया तथा गैंगेस्टर गतिविधियों और संगठित अपराध करने की गतिविधियों और असामाजिक कार्यों आदि में लिप्त नहीं हूँ। मैं माफिया और अपराधी नहीं हूँ। मेरा चाल-चलन, कार्य तथा आचरण उत्तम है।
7. मेरे विरुद्ध जनपद में तथा प्रदेश में कोई भी मुकदमा दर्ज नहीं है।
8. मैं बार कौंसिल का सदस्य नहीं हूँ।
9. यदि ठेका प्राप्त करने के पश्चात मेरे विरुद्ध माफिया गतिविधियों/असामाजिक गतिविधियों एवं संगठित अपराधिक गतिविधियों में लिप्त होने के बारे में कोई शिकायत प्रमाणित पायी

जाती है तो सक्षम अधिकारी को यह अधिकार होगा कि वह मेरा ठेका/अनुबन्ध निरस्त कर दे। इस पर मुझे कोई आपत्ति नहीं होगी। मेरे द्वारा यदि विभाग/राज्य सरकार के विरुद्ध कोई अपराधिक कृत्य किया जाता है अथवा सरकारी धन का गबन किया जाता है तो सक्षम अधिकारी को यह अधिकार होगा कि वह मेरे विरुद्ध अपराधिक मुकदमा नियमों के अन्तर्गत दर्ज कराये।

10. मैं अनुबन्ध की शर्तों के अनुसार समय से, पूरी गुणवत्ता के साथ-साथ निर्धारित विशिष्टियों के अनुरूप कार्य पूरा करूंगा और विभाग को पूरा सहयोग प्रदान करूंगा।

11. मेरा कार्य एवं आचरण उत्तम है।

12. मैं शपथपूर्वक घोषणा करता हूँ कि मेरा स्थायी पता और अस्थायी पता निम्न प्रकार है :-

(अ) स्थायी पता (दूरभाष सहित).....

(ब) अस्थायी पता (दूरभाष सहित).....

(यहाँ पूरा पता दूरभाष सहित एवं पिनकोड सहित लिखा जाय)

13. मैं शपथपूर्वक घोषणा करता हूँ कि मैं उपरोक्त पते पर रहता हूँ तथा विभाग द्वारा प्रदान किये गये कार्य के पूरा होने तक मेरे किसी पते में सामान्यतः कोई परिवर्तन नहीं होगा। यदि अपरिहार्य परिस्थितियों में किसी पते में परिवर्तन होता है तो इसकी सूचना मैं तत्काल उप गन्ना आयुक्त .....को दूंगा।

14. मैं यह भी घोषणा करता हूँ कि विभाग के जिस कार्य के लिये मेरे द्वारा ठेका लिया जा रहा है उसके सापेक्ष चल एवं अचल सम्पत्ति का हैसियत प्रमाण-पत्र जिला मजिस्ट्रेट/कलेक्टर (जनपद का नाम लिखा जाय).....द्वारा प्राप्त करके मूल प्रति संलग्न किया जा रहा है। यह भी घोषणा करता हूँ कि इस हैसियत प्रमाण-पत्र का उपयोग अन्य कार्यों के लिये नहीं किया जायेगा।

15. मैं अपनी पूर्ण जानकारी में पूरे होशो-हवास में, स्वस्थ चित्त से, पूरी सत्यनिष्ठा से तथा स्वेच्छा से यह शपथ-पत्र लिखकर दे रहा हूँ। ईश्वर मेरी मदद करें।

दिनांक.....

शपथी का पूरा हस्ताक्षर

पूरा नाम.....

पता .....

नोट :- 1-यह स्व घोषणा शपथ-पत्र रू0 100/- (रू0. एक सौ) के स्टैम्प पेपर पर नोटरी द्वारा साक्ष्यों की उपस्थिति में सत्यापित कराते हुये दिया जायेगा।

2-असत्य शपथ-पत्र देना एक संगीन और सज़ेय अपराध है।

3-संबंधित व्यक्ति द्वारा पासपोर्ट साईज का अपना फोटोग्राफ, जो राजपत्रित अधिकारी द्वारा प्रमाणित हो, शपथ-पत्र के ऊपर निर्धारित स्थान पर चस्पा किया जायेगा।

SCHEDULE 'C'

The following materials shall be issued by the mill at the rates and place noted against each.

Sl.No.	Name of material	Unit	Rate in Rs.	Place of issue
1.	Cement	Per Bag of 50 kg each	Rs. 295.00	At Mill Store
2.	M.S. Round/Tor Bars	-----	To be issued free of cost for use in work.	-----do-----
3.	Structural Steel	-----	To be issued free of cost for use in work.	-----do-----
4.	G.P./G.C.I. Sheet	-----	To be issued free of cost for use in work.	-----do-----

1. Cement will be supplied by the Mill at factory store on above rates. Any excess cement taken by the contractor will be recovered at the 50% more than the issue rate.
2. Theoretical consumption of cement shall be worked out on the basis of norms.

While working out the consumption of steel wastage of 5% on reinforcement steel and 2.5% on structural steel allowed. Excess steel used by the contractor after allowing the above wastage shall have to be returned by the contractor to the store. In case he fails to return the excess steel mentioned above, the cost of this excess steel shall be recovered at punitive rate which shall 50% more the actual rate.

**SECTION III: TECHNICAL E-BID**

- III (A) e Bid FORM**
- III (B) SCHEDULE OF REQUIREMENTS AT THE TIME OF LIFTING**
- III (C) TECHNICAL SPECIFICATIONS/CAPABILITY STATEMENTS**

**SECTION III (A): E- bid FORM**

Date: 29.06.2023

IFB No 701/CIVIL/GM/2023-24

To:

The General Manager  
Kisan Sahkari Chini Mills ltd,  
Sampurna Nagar-Lakhimpur Kheri (U.P.)

Dear Sir,

Having examined the e-Bid Documents, we, the undersigned, offer to **JOB WORK OF RE-CONSTRUCTION OF GODOWN NO.- 01** in conformity with the said e-Bid (Section II) of the e-Bid Document and will **JOB WORK OF RE-CONSTRUCTION OF GODOWN NO.- 01** In addition to this, the particulars of the required e-Bid EMD for Rs. **378000/- (Rupees Three Lacs Seventy Eight Thousand Only)** in the form of RTGSpledged in favour of Kisan Sahkari Chini Mills ltd, Sampurna Nagar-Lakhimpur Kheri is being given with this e-Bid form.

We further undertake, if our e-Bid is accepted, to **JOB WORK OF RE-CONSTRUCTION OF GODOWN NO. - 01.** In accordance within the validity period

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.

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 .....20.....

Signature

(in the capacity of)

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

**SECTION III (B): SCHEDULE OF REQUIREMENTS**

<b>Item Code</b>	<b>Brief Description</b>	<b>Destination</b>	<b>Delivery Schedule</b>	<b>E-Bid E.M.D</b>
	As per the details given in the SECTION III (C) TECHNICAL SPECIFICATIONS	Kisan Sahkari Chini Mills ltd, Sampurna Nagar Kheri.	For JOB WORK OF RE-CONSTRUCTION OF GODOWN NO.- 01 in Season 2022-23.	Rs 378000/- (Rs Three Lacs Seventy Eight Thousand Only)

### SECTION III (C): GENERAL INFORMATION/CAPABILITY STATEMENT (CS)

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

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-----

(b) Name of Authorized Official

(c) Phone:

(d) Fax:

(e) E-mail:

(f) Principal place of business

(g) Website of Bidder's Firm

2. Parties will have to upload the scanned copies with the Tender and furnish Under Noted Information during The Technical Discussions with Documentary Proof:

1.	The tenderer has to submit earnest money of <b>Rs. 378000/- (Rs. Three Lacs Seventy Eight Thousand Only)</b> by RTGS of any Nationalised/Scheduled Bank in favour of Kisan Sahkari Chini Mills ltd, Sampurna Nagar-Lakhimpur Kheri. The scanned copy of EMD should be uploaded with tender for <b>JOB WORK OF RE-CONSTRUCTION OF GODOWN NO. - 01</b> .	
2.	Tenderer must have registration in the GST Department & has to submit scanned copy of GST registration no. issued by the department.	
3.	Tenderer must have registration in the Income Tax Department & has to submit scanned copy of PAN And Aadhaar.	
4.	In case, tenderer has supplied <b>JOB WORK OF RE-CONSTRUCTION OF GODOWN NO. - 01</b> . To other Mill, scanned copies of orders should be submitted as a proof of <b>JOB WORK OF RE-CONSTRUCTION OF GODOWN NO. - 01</b> .	

Note: Commercial bid will only be opened when technical bids of the bidder are approved by the Technical committee.

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

# SECTION IV: FINANCIAL e-bid

## IV (A) e-Bid FORM

## IV (B) PRICE SCHEDULE/BOQ

Percentage BoQ

Validate Print Help

Tender Inviting Authority: KISAN SAHKARI CHINI MILLS LTD. SAMPURNA NAGAR, LAKHIMPUR KHERI-262904  
Name of Work: Job Work of RE-CONSTRUCTION OF GODOWN NO - 1

Contract No: 06389025195 (Civil Eng.)/270/CIVIL/GM/2022-23 DATED 29.04.2023 Tender Validity :- 04 Months Completion Time :- 07 Months

Name of the Bidder/Bidding Firm / Company :

PRICE SCHEDULE						
NUMBER #	TEXT #	NUMBE	TEXT #	NUMBER	NUMBER #	TEXT #
Sl. No.	Item Description	Quantity	Units	Estimated Rate in Rs. P	TOTAL AMOUNT Without Taxes in Rs. P	TOTAL AMOUNT In Words
1	2	4	6	6	63	66
	<b>Construction And Repair Work of Various Toilet</b>					
1.01	Excavation in foundation soil(Loam clay or sand) including left upto 1.5 metre (5fts) and lead upto 30 Mtr.(100 fts.) & including filling watering and ramming of excavated earth into the trenches or into the space between the building and the sides of foundation trenches or into plinth and removal and disposal of surplus earth as directed Engineer in charge upto distance of 30m(100 fts.) from the foundation trenches.	#####	CUM	155.00	<b>267587.35</b>	INR Two Lakh Sixty Seven Thousand Five Hundred & Eighty Seven and Paise Thirty Five Only
1.02	Add extra to items 1 for every additional 30m. Lead or part of 30m. Or for every additional 1.5m lift	690.55	CUM	19.50	<b>13465.73</b>	INR Thirteen Thousand Four Hundred & Sixty Five and Paise Sixty Three Only
1.03	Dismantling jack arched or wooden beam and barja roofs including RCC beam and concrete, roofs concrete and including stackings of materials as directed by Engineer in Charge with in a distance of up to 1.00 k.m.	292.00	CUM	1153.70	<b>336880.40</b>	INR Three Lakh Thirty Six Thousand Eight Hundred & Eighty and Paise Forty Only
1.04	Dismantling brick work or stone work in lime or cement mortar and including stackings of materials as directed by Engineer in Charge with in a distance of up to 1.00 k.m.	738.00	CUM	623.70	<b>460290.60</b>	INR Four Lakh Sixty Thousand Two Hundred & Ninety and Paise Sixty Only
1.05	Dismantling of G.C.I Sheets sheets from the roof, vertical sheets and dismantled sheets stacked at site as per direction of engineer in charge with in a distance of 60mtr	#####	SQM	25.00	<b>51600.00</b>	INR Fifty One Thousand Six Hundred Only
1.06	Dismantling of grid, trusses and other steel work including stacking of dismantled materials as directed by engineer-in-charge within a distance of 500meter.	43.00	M.T.	#####	<b>430000.00</b>	INR Four Lakh Thirty Thousand Only
1.07	Providing and laying in cement concrete 1:4:8 stone ballast (20mm Nominal size) 3 approved coarse sand: 1 cement including supply of all materials, labour and T&P etc. required for proper completion of the work and curing complete including cost of form work in foundation and floors.	272.00	CUM	6650.00	<b>1808800.00</b>	INR Eighteen Lakh Eight Thousand Eight Hundred Only
1.08	R.C.C. works with cement approved coarse sand and 2cm.(3/4") gauge approved stone ballast in the proportion 1:1.5:3 in intels of foundation and floor excluding supply of reinforcement and its bending the same with 24 BWG binding wire necessary centering and shuttering etc, and also including supply of all materials labour and tools and plant etc. required for proper completion of the work strength of concrete shall not be less than M200.	255.00	CUM	9038.00	<b>2304690.00</b>	INR Twenty Three Lakh Four Thousand Six Hundred & Ninety Only
1.09	R.C.C. works with cement approved coarse sand and 2cm.(3/4") gauge approved stone ballast in the proportion 1:1.5:3 in intels of column and slab excluding supply of reinforcement and its bending the same with 24 BWG binding wire necessary centering and shuttering etc, and also including supply of all materials labour and tools and plant etc. required for proper completion of the work strength of concrete shall not be less than M200.	272.00	CUM	#####	<b>3291200.00</b>	INR Thirty Two Lakh Ninety One Thousand Two Hundred Only
1.1	Class-150 brick work in 1:6 cement and coarse sand of mortar in foundation and plinth including supply of all materials, labour and tools and plants etc. required for proper completion of the work.	887.00	CUM	4950.00	<b>4390650.00</b>	INR Forty Three Lakh Ninety Thousand Six Hundred & Fifty Only
1.11	Same as in item No.10 above but in super structure including necessary cutting and moulding of brick work as required and also including honey comb brick work in thickness of wall not to be less than 1 1/2 brick thick add for extra labour to above items.	754.00	CUM	840.00	<b>633360.00</b>	INR Six Lakh Thirty Three Thousand Three Hundred & Sixty Only
1.12	12mm thick plaster with cement & fine sand of 1.25 F.M. mortar in 1:5 including supply of all materials, labour and T&P etc. required for proper completion of work.	#####	SQM	220.00	<b>1050940.00</b>	INR Ten Lakh Fifty Thousand Nine Hundred & Forty Only
1.13	Finishing wall with water proof cement paint or approved make and quality on new work with two coats to give an even shade including the supply of material labour & T&P etc. required for proper completion of the work.	#####	SQM	59.00	<b>281843.00</b>	INR Two Lakh Eighty One Thousand Eight Hundred & Forty Three Only
1.14	Mild Steel or iron in plain work such as reinforced concrete or reinforced brick work wrought to required shape as necessary excluding bending for proper completion of the work and including supply of steel its wastage bend hooks and authorised overlapping shall be measured. (Labour rate only)	42.00	M.T.	#####	<b>420000.00</b>	INR Four Lakh Twenty Thousand Only
1.15	Fixing of zincalume/galvalume steel profile sheets with supply of nut, bolt, washer including labour & Tools and tackles for fixing in position required for the proper completion of the work.	#####	SQM	100.00	<b>200000.00</b>	INR Two Lakh Only
1.16	fixing of zincalume/galvalume steel profile sheets over the ridge with supply of nut, bolt, washer including labour & Tools and tackles for fixing in position required for the proper completion of the work.	77.00	R.M.	100.00	<b>7700.00</b>	INR Seven Thousand Seven Hundred Only
1.17	Providing and laying Trimix 150mm (6") thick floor M-150 1:2:4 Grade Concrete for flooring Pavement etc. Mechanical Laying in alternate panels shown in the Drawing including providing and fixing M.S. angle/channel as shuttering consolidation with mechanical screen vibrators finishing the top surface as per required finish including all labour and material as per drawing and as per direction of Engineer In - Charge and curing of work executed as per RCC work of one cement & two coarse sand and 20mm grit four part. Rate shall be excluding the cost of reinforcement and its bending including P.V.C. pipe for expansion joints and filling the joints with bitumen are included in the rate Trimix vacuum system for spreading screening dewatering & flooring and trowling of concrete floor as per direction specified rates are also included flooring construction joint 6mm wide cutting the floor upto required depth of 6x20mm of the slab using mechanical saw, once inserting 2mm to 4mm thick filled with hot bitumen the expansion joint shall be filled with 20mm thick shalitec board and top filled with hot bitumen including all materials labour T&P etc. Required for proper completion of the work, Vacuum dewatering system for concrete floor only (Reinforcement shall be paid extra)	#####	SQM	1230.00	<b>2041800.00</b>	INR Twenty Lakh Forty One Thousand Eight Hundred Only
1.18	Supply and fixing of mechanically operated M.S. rolling shutter including supply of all material labour tools etc, as per directed by Engineer in Charge.	2.00	NOS.	#####	<b>120000.00</b>	INR One Lakh Twenty Thousand Only
1.19	Fabrication and erection of iron work heavy size such as trusses, purling & roof work of M.S. plate as per drawing supplied including hoisting, welding as required drilling holes, including cost of approved electrodes, gas for cutting and hire charges all T&P etc. such as electric welding machines, vinches, chain pulley block drill machines steel wire/manila ropes etc. Including all labour required for proper completion of the work excluding supply of steel but including one coat of approved red oxide metal primer. Structural steel shall be supplied free of cost.	43.00	M.T.	#####	<b>645000.00</b>	INR Six Lakh Forty Five Thousand Only
1.20	Sand filling in plinth including supply of necessary quantity of sand from a distance not exceeding 8km from the site of work and including watering dressing etc. rate to include cost of all material labour and T&P etc.required for proper completion of the work.	170.00	CUM	705.00	<b>119850.00</b>	INR One Lakh Nineteen Thousand Eight Hundred & Fifty Only
<b>Total in Figures</b>					<b>18875657.08</b>	INR One Crore Eighty Eight Lakh Seventy Five Thousand Six Hundred & Fifty Seven and Paise Eight Only
<b>Quoted Rate in Figures</b>					Select	<b>0.00</b> INR Zero Only
<b>Quoted Rate in Words</b>						<b>INR Zero Only</b>



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

Date:  
IFB No

To:  
The General Manager  
Kisan Sahkari Chini Mills ltd,  
Sampurna Nagar- Lakhimpur Kheri.

Dear Sir,

Having examined the e-Bid Documents, we, the undersigned, offer to **JOB WORK OF RE-CONSTRUCTION OF GODOWN NO.- 01** in conformity with the said e-Bid (Section II) of the e-Bid Document and will **JOB WORK OF RE-CONSTRUCTION OF GODOWN NO.- 01** In addition to this, the particulars of the required e-Bid EMD for Rs. **378000/- ( Rupees Three Lacs Seventy Eight Thousand Only)** in the form of RTGSpledged in favour of Kisan Sahkari Chini Mills ltd, Sampurna Nagar-Lakhimpur Kheri is being given with this e-Bid form.

We further undertake, if our e-Bid is accepted, to **JOB WORK OF RE-CONSTRUCTION OF GODOWN NO.- 01** in accordance within the validity period.

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.

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 .....20.....

-----  
Signature

-----  
(in the capacity of)

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

## CHECK LIST

<b>Sl N.</b>	<b>Clause</b>	<b>Instrument/ Documents required</b>	<b>Page No</b>
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	Scanned copy of PAN And Aadhaar	
5	ITB Clause	Scanned copy of GST	
6	ITB Clause	Scanned copy of e-Bid EMD	
7	ITB Clause	Copies of work order of <b>JOB WORK OF RE-CONSTRUCTION OF GODOWN NO.- 01</b> done in other organisations as a proof of experience if any.	
8	Section III (A)	E-Bid form	
9	Section III (C)	GENERAL INFORMATION/CAPABILITY STATEMENT (CS)	
10	Section IV (A)	E-Bid form	
11	Terms & Conditions	Scanned copy of Terms & Conditions	