THE KISAN SAHKARI CHINI MILLS LTD.PURANPUR,PILIBHIT.

Email:cosugarpuranpur@gmail.com
Website:www.upsugarfed.org

<u>COMPETITIVEE-</u> <u>BIDDINGFOR</u> <u>FINISHING WORK AT CANE FORM FOR YEAR 2023-24</u>

e-bidREFERENCE	838/CIVIL/GM/2023-24 DATE 01/09/2023
LASTDATEANDTIMEFORSUBMISSIONOF	11/09/2023 6:55 PM
E-Bids	
DATEANDTIMEOFOPENINGOFONLINETECH	12/09/2023 10:30 AM
NICALe-Bids	
PLACEOFOPENINGOFe-Bids	THEKISANSAHKARICHINIMILLSLTD
	PURANPUR,PILIBHIT
ADDRESSFORCOMMUNICATION	GENERALMANAGER,THEKISAN SAHKARI
	CHINIMILLSLTD,PURANPUR,PILIBHIT
e-BidE.M.D	Rs.5500/-(Rs. Five thousand Five Hundred Only)

ThisDocumentContains-- Pages35

Itwillbetheresponsibilityofthee-BidderstocheckU.P.Governmente-Procurementwebsitehttp://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 amendment sintheire-Bidsaccordingly.

e-tenderDocument Processing/Cost:

Rs**590.00** with GST

INDEX

1	ShortTerme-TenderNotice	
2	Invitationofe-Bids	
3	SectionI-InstructiontoBidders	
	(A)The e-BidDocument	
	(B)Preparationofe-Bids	
	(C)e-BidOpeningandEvaluation ofe-Bid	
	(D)AwardofContract	
4	SectionII-Conditionsof e-Tender/Contract(cc)	
5	SectionIII-Technicale-Bid	
	III(A)eBidform	
	III(B)ScheduleofRequirements	
	III(C)TechnicalSpecifications	
	III(E)PerformanceStatement	
	III(F) CapabilityStatement	
	CheckList	
	SectionIV- Financiale-Bid	
	IV(A)e-BidForm	
	IV(B)PriceSchedule/BOQ	

INVITATION FOR E-Bids THE KISAN SAHKARI CHINI MILLS LTD, PURANPUR, PILIBHIT U.P) E- TENDER NOTICE FOR SEASON 2023-24

Ref. 838 /civil/ G.M/2023-24

Dated 30+8-2023

E tenders are invited from reputed contractors, 0f 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 etender documents with detailed specifications, make, Earnest money, Tender form fee, Tender form, terms and tender documents with detailed specifications, make, Earnest money, Tender form feet, Tender form, terms and conditions etc can be downloaded from 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.

SI 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	Construction of road near cane carrier to weighbridge and cane yard	12.09.2023	12.09.2023	19000.00	01.09.2023
2	Construction & Repair work of blow down drain and etp drain	12.09.2023	12.09.2023	7000.00	01.09.2023
3	Fencing work at cane form	12.09.2023	12.09.2023	5500.00	01.09.2023

General Manager

		D 1	/ /2023
Ref	/civil/ G.M/2023-24	Dated	/ /202.

Copy:- Forwarded for information & necessary action to.

Administrator / District Magistrate, Pilibhit.

Managing Director , U.P Cooperative Sugar Factories Fed. Ltd., Lucknow.

System Analyst U.P Cooperative Sugar Factories Fed. Ltd., Lucknow for display in federation website.

All Coop. Sugar Factories U.P,
Notice Board D.M Office, Tehsil Puranpur, Chini Mill puranpur pilibhit.
All Departmental heads, Chini Mill puranpur pilibhit.

A.E.D.P. Kisan Sahkari Chini Mills Ltd. puranpur pilibhit..

General Manager

INVITATIONFORe-Bids

Onlinee-bidsareinvitedfor **FINISHING WORK AT CANE FORM FOR YEAR 2023-24** from Authorised dealers/suppliers to this mill society.

- 1. Bidders are advised to study the tender Document carefully. Submission of e-Bidagainstthistendershallbedeemedtohavebeendoneaftercarefulstudyandexamination oftheprocedures, 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 15ofSection-Ishouldbesubmittedthroughe-Procurementwebsitehttp://etender.up.nic.in.
- 3. The tender document is available at e-Procurement website http://etender.up.nic.in
 01/09/2023 at04:00 PM. Interestedbiddersmayview, download the e-Biddocument, seek clarification and submit their e-Bid online up to the date and timementioned in the table below:

(a)	Dateofpublicationofe- tendernotice&availabilityof TenderDocument	Tender Notice has been published overe-Procurement website http://etender.up.nic.inandtenderDocumentwill beavailablefrom01/09/2023at04:00 PMate- Procurementweb sitehttp://etender.up.nic.in
(b)	Availability of tender document onwebsite	01/09/2023at04:00 PMate- Procurementwebsitehttp://etender.up.nic.in
(c)	Clarificationstartdate &time	01/09/2023at04:00 PM
(d)	Clarificationenddate &time	11/09/2023up to 6:55 PM
(e)	e- Bidsubmissionstartdate&time(Submissio n of e-tender fee, EMD andother supporting documents in PDF/XLSformat)	01/09/2023at 04:00 PM
(f)	e-Bidsubmissionend date&Time	11/09/2023up to 6:55 PM
(g)	Onlinetechnicale-Bidopeningdate& time	12/09/2023at10:30 AM
(h)	Online financial e-Bid opening date &time(Onlyoftechnicallyqualifiedbidder s)	12/09/2023at03:00 PM

(i)	Venue of opening of technical & financiale-Bids	TheKisanSahkari ChiniMillsLtdPURANPUR,PILIBHIT
(j)	Contactofficer	Name:Anil yadav (J.E.Civil) Mob:9473566711
(k)	Costofe-Biddocument	Rs:590.00 (GST
		Inclusive)(Non-refundable)
(1)	e-BidE.M.D	Rs 5500/-(Rupees Five thousand Five Hundred Only) BANKDETAILSFORRTGS STATEBANKOFINDIAB RANCH- PURANPURA/CNO- 11179915117 IFSCODE-SBIN0001113

- 4. The bidders need to submit the proof/cost of e-Bid document/processing as stated in the above table in the Account office through Demand Draftin favour of THEKISANSAHKARICHINIMILLSLTDPURANPUR,PILIBHITpayableatPURANPUR,PILIBHIT. The scanned copy of the Cash Deposit Receipt or Demand Draft orBanker's Cheque must be enclosed along with the e-Bids but the original Demand Draft orBanker's ChequeshouldreachtheofficeofChiniMill/GeneralManageratPURANPUR,PILIB HITbeforeopening of technicale-Bid.
- 5. All e-Bid must be accompanied by e-Bid Earnest Money Deposit (EMD) in the formofDemandDraft,drawninfavourofTheKisanSahkariChiniMillsLtdPURANPUR,PILIBHIT. The scanned copy of the e-Bid EMD must be submitted alongwiththee-BidandtheoriginalshouldreachtheChiniMillsofficeatPURANPUR,PILIBHIT before opening of technical e-Bids.No Interest would bepayableon e-Bid (Earnest Money) deposited with the Chinimill.
- 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. Anauthority letter of bidders" / OEM representative will be required to be produced.
- 7. The Chini Mill reserves the right to cancel any or all the e-Bids/annul the e-Bidprocess without assigning any reason thereof. The decision of chini mill will be finalandbinding.
- 8. In the event of date specified for e-Bids opening being declared a holiday for ChiniMills office then the due date for opening of e-Bids shall be the following workingdayat theappointed timeand place.
- 9. AlltherequireddocumentsincludingPriceSchedule/BOQshouldbeuploadedbythee-BidderelectronicallyinthePDF/XLSformat.Therequiredelectronicdocuments for each document label of Technical (Fee details, Qualification details,e-Bid Form and Technical Specification details) schedules/packets can be clubbedtogetherto makesingle differentfiles foreach label.
- 10. The companies/firms who are registered at e-Procurement portal for e-tendering

with UPE lectronics Corporation Ltd, 10 Ashok Marg, Lucknow-226002, would only be

eligible for participating in this e-tender as well as in e-tendering system of U.P.Govt. departments. All companies/firms who have not registered themselves withUPLC Ltd ,Lucknow for e-tenderingtill date can get their registration done bydepositing a filled in form issued by UPLC Ltd, Lucknow along with registration feeof Rs. 6000.00(RupeesSixthousand only)for participating inthis e-tenderandother e-tenders of U.P.Govt. Departments. The companies/firms, who are not havingdigital signature, can also get their digital signature on deposit of processing fees ofRs.1708.00 (Rupees One thousand seven hundred eight only). The companies/firmsmaycontacttheofficialsonphonenumbers(0522)4130303Extn305&30 7,09721451211,fortheirRegistration/DigitalSignatureCertificaterelatedqueries.The registration fee may also be deposited through RTGS. The details of RTGS areasunder:

M/sU.P.ElectronicsCorporationLtd,LucknowIn dian Bank
Ashok Marg,
LucknowA/C No. 772819168IFCcodeIDIB000L002
CBScode00527Rs.6000/-

ForE-TenderingEnquiryPleaseContactFollowingPersons

SECTIONI:INSTRUCTIONSTO BIDDERS(ITB)

THEBID DOCUMENT

1-Costof e-Bid

(A)

- a) The bidder shall bear all costs associated with the preparation and submission of itse-Bid and THE KISAN SAHKARI CHINI MILLS LTD.,PURANPUR(PILIBHIT)hereinafter referred toas "SELLER", willinno case be responsible orliable forthesecosts, regardless ofthe conduct oroutcomeof thee-Bid process.
- b) This tender document is available on the web site http://etender.up.nic.into enablethebidderstoview,downloadthee-Biddocumentandsubmite-Bidsonlineuptothe 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 590.00 (Rupees Five Hundred Ninty Only) through Demand Draftpayable in favour of ThekisansahkarichinimillsPURANPUR,PILIBHIT.ThescannedcopyoftheDemand Draft must be enclosed along with the e-Bid but the original Demand Draftshould reach the General Manager*s office before opening of the technical e-Bid.Thise-tender document feeof Rs.590.00will benon-refundable.

2-Contentsofe-BidDocument

2.1 Thegoodsrequiredtobesupplied;e-Bidprocedureandcontracttermsandconditions are prescribed in the e-Bid document. The e-Bid document includes:Invitationfore-Bid

SectionI : Instructiontobidders(ITB); SectionII : Conditions of E-tender/ Contract

(CC):Section III : Technical e-Bid:

Section IV :Financiale-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-Biddocument or submission of e-Bid not responsive to the e-Bid document in everyrespectwillbeatthebidder "sriskandmayresultinrejection of the said e-Bid."

3-Clarificationofe-BidDocument

A prospective bidder requiring any clarification of the e-Bid document may raisehis/her point of clarification through Bid Management Window after successfullylogin to the e-Procurement website http://etender.up.nic.in. The bidder may

seekclarificationbypostingqueryintherelevantwindowafterclicking"SeekClarification "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 willbe replied back by the Purchaser through the e-Procurement website which can be readbythe bidder through the "Clarification" option under Bid Submission menu.

Thesellermayalsorespondtoclarifications raised by the prospective bidders on seller's e-mail address cosugar puran pur @gmail.com

4. Amendmentofe-BidDocument

- 4.1 At any time prior to the deadline for submission of e-Bid, the Purchaser may, for anyreason, whether at its own initiative or in response to a clarification requested by aprospective bidder, modify the e-Bid document by amendments. Such amendmentsshall be uploaded on the e-Procurement website http://etender.up.nic.in throughcorrigendum and shall form an integral part of e-Bid document. The relevant clausesofthe e-Bid documentshall betreatedasamendedaccordingly.
- 4.2 It shall be the sole responsibility of the prospective bidders to check the web site http://etender.up.nic.infromtimetotimeforanyamendmentinthee-tenderdocument. In case of failure to get the amendments, if any, the seller shall not beresponsible forit.
- 4.3 In order to allow prospective e-Bidders a reasonable time to take the amendment intoaccountinpreparingtheire-Bids,theSeller,athisdiscretion,mayextendthedeadline for the submission of e-Bids. Such extensions shall be uploaded on the e-Procurementwebsite http://etender.up.nic.in

(B) PREPARATIONOFe-Bid

5 Languageof e-Bid

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

6 DocumentsConstitutingthee-Bid

- 6.1 Thee-Bid prepared bythebiddershall comprise thefollowing components:
- (a) **Technicale-Bid** -Technicale-Bidwillcompriseof:
- (i) <u>Fee Details</u>includescopiesofe-tenderdocumentprocessing/Costande-BidEarnestMoneyDepositfurnished in accordancewithITBClause12in PDFformat.

(ii) **QualificationDetails**-

includescopiesofrequireddocumentsasperITBClauses10and11inPDF formatjustifying thatthebidder isqualifiedtoperformthecontract if his/her bid is accepted and that the bidder has financial, technical and production capability necessary to perform the contract and meets the criteria outlined in the Qualification Requirement and Technical Specification and fulfill all the conditions of the Contract and conform to the e-Bid document and Technical Specifications.

- (iii) <u>e-Bid Form</u>— includes copy of filled in e-Bid Form as per Section-III(A) ofe-tender document in PDF format justifying that the bidder is complying with all theconditions of the Contract and Technical Specifications of the e-Bid Document as nodeviationwill be acceptable to the Seller.
- (iv) <u>TechnicalSpecificationDetails</u>—includescopyoffilledinTechnicalSpecificationsas perSection-III(C) of e-tenderdocument inPDFformat.
- (b) **Financiale-Bid** –Financiale-Bidwillcompriseof:
- (i) <u>e-Bid Form</u>— includes copy of filled in e-Bid Form as per Section-IV (A) of e-tenderdocument in PDF format.

(ii) PriceSchedule/BOO

includesPriceSchedule/BOQinXLSformattobefilledinafterdownloading from thee-Procurement websiteforthis e-tender.

7-e-BidForm

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

8 e-BidPrice

- 8.1 The biddershallquoteseparatelyinthedownloadedspreadsheetfileforthePriceof **FINISHING WORK AT CANE FORM FOR YEAR 2023-24** tobesupplied.
- 8.2 Theprice of goods (ExWork)
 - (a) Rateof **FINISHING WORK AT CANE FORM FOR YEAR 2023-24** excluding tax and duties has applicable at the time of delivery tax and duties should be mentioned separately besides, transitin surance etc. and other relevant miscellaneous expenses **Excluding transportation charges**.
- 8.3 Prices quoted by the bidder shall be fixed during the bidder sperformance of the Contract and not subject to variation on any account subject to ITB Clause 25.1. Ae-Bidsubmitted with an adjustable price quotation unless asked for shall be treated as non-responsive and rejected.

9 e-BidCurrencies

PricesshallbequotedinIndianRupeesonly.

10 DocumentsEstablishingbidder'sQualification

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-

Bidisaccepted. The documentary evidence should be submitted by the bidder electronically in the PDF format.

The documentary evidence of bidder "squalification to perform the Contractifitse-Bidisaccepted shall be as per Qualification Requirements specified in Section III (D) of e-tender document.

11 DocumentsEstablishingGoods'Conformitytoe-BidDocuments

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 sale under the contract. The documentary evidence should be in the PDF file format.

12 e-BidEarnestMoneyDeposit(EMD)

- Pursuant toITB Clause 6, the bidder shall furnish, as part of its e-Bid,an e-BidEMD of 5500/-(Rupees Five thousand Five Hundred Only) in form of Demand Draft, in favour of TheKisan Sahkari Chini Mill PURANPUR,PILIBHIT. The scanned copy of the e-BidEMD must be submitted along with the e-Bid and the original should reach theGeneral Manager"s office at PURANPUR,PILIBHIT before opening of technical e-Bid.NoInterest on EMDwill bepaid.
- 12.2 The e-Bid E.M.D is required to protect the seller against the risk of bidder"s conductwhichwouldwarrantthe E.M.D"sforfeiture,pursuanttoITBClause12.7.
- 12.3 Thee-BidE.M.DshallbeinIndianRupees andshallbeinthefollowingformsonly:

ADemandDraftpayableinfavourof

TheKisanSahkariChiniMillsLtdPURA

NPUR, PILIBHIT.

- 12.4 Any e-Bid not secured in accordance with ITB Clauses 12.1 and 12.3 above shall betreated as non-responsive and rejected by the General Manager.
- 12.5 Unsuccessfulbidder"se-BidE.M.Dwillbereturneduponthewrittenrequestthrough cheque or DD in original submitted at the time of E-bid as promptly aspossible after the expiration of the period of e-Bid validity prescribed by the Seller,pursuanttoITBClause13.
- 12.6 The successful bidder's e-Bid E.M.D will be converted in security and in addition to EMD equal amount of security will be deposited with Chini Mill, pursuant to ITBClause28, and furnishing the performance security, pursuant to ITBClause29.

12.7 Thee-Bid E.M.D maybeforfeited:

- (a) if a bidder (i) withdraws its e-Bid during the period of e-Bid validity specified by the bidder on the e-Bid Form; or (ii) does not accept the correction of errors pursuant to ITBClause 22.2; or (iii) modifies its e-Bid price during the period of e-Bid validity specified by the bidder on the e-Bid form or
- (b) Incase of a successful bidder, if the bidder fails:
- (i) to sign the Contract with the Sellerin accordance with ITBC lause 28; or
- (ii) Tofurnishperformancesecurityinaccordance with ITBC lause 29.

13 Periodof Validityof e-Bid

- e-Bid shall remain validup to 30th june 2022 and the Rate contract for the period upto which the crushing of season 2023-24 continues of this mill society or whicheveris laterafter the date of e-Bid opening prescribed by the Seller, pursuant to ITBClause 16. An e-Bid valid for a shorter period shall be rejected by the Seller as non-responsive.
- 13.2 Inexceptionalcircumstances,theSellermaysolicitthebidder"sconsenttoanextension of the period of e-Bid validity. The request and the response thereto shallbe made in writing. A bidder may refuse the request without forfeiting its e-Bidsecurity. A bidder granting the request will not be required nor permitted to modifyitse-Bid.

14 FormatandSigningofe-Bid

- 14.1 ThebiddershallprepareoneelectroniccopyeachoftheTechnicale-BidandFinanciale-Bid separately.
- 14.2 The e-Bid document shall be digitally signed, at the time of uploading, by the bidder a person or persons duly authorized to bind the bidder to the Contract. The letterauthorization shall be indicated by a scanned copy ofwritten power-of-attorneyaccompanyingthee-Bid.Allthepages/documentsofthee-Bidthataretobeuploadedshall bedigitallysigned bythe person authorized to sign the e-Bid.

15. Submissionofe-Bid

TheBidSubmissionmoduleofe-Procurementwebsitehttp://etender.up.nic.inenables the bidders to submit the e-Bid online in response to this e-tender publishedby the Seller. 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. Biddersshould start the Bid Submission process well in advance so that they can submit theire-Bid in time. The bidders should submit their e-Bid considering the server timedisplayed 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 dateof submission indicated inthe e-tender schedule. Once the e-Bidsubmissiondate and time is over, the bidders cannot submit their e-Bid. For delay in submission of e-Bid due to anyreasons, thebidders shall onlybeheld 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-tendering system, it is necessary for the bidders to be the registered users of the e-tendering system, it is necessary for the bidders to be the registered users of the e-tendering system, it is necessary for the bidders to be the registered users of the bidders must obtain a User Login I dand P assword 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-BidClause 10.
- 15.2 In addition to the normal registration, the bidder has to register with his/her **DigitalSignature Certificate (DSC)** in the e-tendering system and subsequently he/she willbeallowedtocarryouthis/here-Bidsubmissionactivities.RegisteringtheDigital

SignatureCertificate(DSC)isonetimeactivity.Beforeproceedingtoregisterhis/her DSC, the bidder should first log on to the e-tendering system using the UserLogin option on the home page with the Login Id and Password with which he/ shehasregistered as per clause 15.1 above.

ForsuccessfulregistrationofDSCone-Procurementwebsitehttp://etender.up.nic.in the bidder must ensure that he/she should possess Class-2/ Class-3 DSCissued by any certifying authorities approved by Controller of Certifying Authorities, GovernmentofIndia, as thee-

Procurementwebsitehttp://etender.up.nic.inispresently accepting DSCs issued by these authorities only. The bidder can obtainUser LoginId and perform DSC registration exercise as described in clauses 15.1and 15.2 above even before e-Bid submission date starts. The Purchaser shall not beheld responsible if the bidder tries to submit his/her e-Bid at the last moment beforeenddate of submission but couldnot submit due to DSC registration problem.

- 15.3 The bidder can search for active tenders through "Search Active tenders" link, selecta tender in which he/she is interested in and then move it to "My Tenders" folderusingtheoptionsavailableinthee-BidSubmissionmenu.Afterselectingandviewing 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 theend of the view tender details form. Before this, the bidder should download the e-tenderdocumentandPriceSchedule/BillofQuantity(BOQ)andstudythemcarefully. The bidder should keep all the documents ready as per the requirementsof e-tender document in the PDF format except the Price Schedule/Bill of Quantity(BOQ)which should be inthe XLS format (Excelsheet).
- After clicking the "Pay Offline" option, the bidder will be redirected to the 15.4 TermsandConditionspage.ThebiddershouldreadtheTerms&Conditionsbeforeproceedi ng to fill in the Tender Fee and EMD offline payment details. After enteringand saving the Tender Fee and EMD details, the bidder should click "Encrypt &Upload" offline payment details given in the form DocumentPreparationandSubmission"windowappearstouploadthedocumentsasperTe chnical (Fee details, Qualification details, e-Bid Form and Technical Specificationdetails)andfinancial(e-BidFormandPriceSchedule/BOQ)schedules/packetsgiven in the tender details. The details of the Demand Draft or any other acceptedinstrument 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 enteredduringe-Bid submissiontime otherwisethee-Bidsubmitted willnot beaccepted.
- 15.5 Next the bidder should upload the Technical e-Bid documents for Fee details (etender fee and EMD), Qualification details as per "ITB Clause 10 or 21", e-Bid Formasper"Section-III(A)"andTechnicalSpecificationdetailsasper"Section-III(C):TechnicalSpecifications" andFinanciale-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.HemaybepromptedtoentertheDigitalSignatureCertificatepassword,ifneces sary. For uploading, the bidder should click "Browse" button against eachdocument label in Technical and Financial schedules/packets and then upload therelevant PDF/XLS files already prepared and stored in the bidder's computer. TherequireddocumentsforeachdocumentlabelofTechnical(Feedetails,Qualification

- details, e-Bid Form and Technical Specification details) and financial (e-Bid Formand Price Schedule/BOQ) schedules/packets can be clubbed together to make singledifferentfiles foreach label.
- 15.6 The bidder should click "Encrypt" next for successfully encrypting and uploading ofrequired documents. During the above process, the e-Bid documents are digitally signed using the DSC of the bidder and then the documents are encrypted/lockedelectronically with the DSC of the bid openers to ensure that the e-Bid documents are protected, stored and opened by concerned bid openers only.
- 15.7 Aftersuccessfulsubmissionofe-Biddocument,apagegivingthesummary ofe-Bid submission will be displayed confirming end of e-Bid submission process. Thebiddercantakeaprintoutofthebidsummaryusingthe"Print"optionavailableinthewin dow as anacknowledgement forfuturereference.
- 15.8 Purchaser reserves the right to cancel anyor all e-Bidswithout assigning anyreason.

16-DeadlineforSubmission of e-Bid

- 16.1 e-Bid (Technical and Financial) must be submitted by the bidders at e-Procurementwebsitehttp://etender.up.nic.innotlaterthan11/09/2023 upto 06.55P. Mandt he date as mentioned on page 4 (as the server time displayed in the e-Procurementwebsite).
- 16.2 The Purchaser may, at its discretion, extend this deadline for submission of e-Bid byamending the e-Bid document in accordance with ITB Clause 4, in which case allrightsand obligations of theSeller and bidders previously subject to the deadlinewillthereafter besubject to the deadlineas extended.

17 Latee-Bid

17.1 The server time indicated in the Bid Management window on the e-Procurementwebsitehttp://etender.up.nic.inwill be the time by which thee-Bid submission activity will be allowed till the permissible date and time scheduled in the e-tender. Once thee-Bid submission date and time is over, the bidder cannot submit his/here-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 whatsoeverreason, duringe-Bid submission process.

18 WithdrawalandResubmissionofe-Bid

18.1 Atanypointoftime, abidder can withdrawhis/here-Bidsubmittedonline before the submission end date and time. For withdrawing, the bidder should first log inusing 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 thee-Bidtobewithdrawn. Afterselecting the "BidWithdrawal" option, the bidder has to click "Yes" to the message "Doyouwanttowithdrawthis bid?" displayed in the

Bid Information window for the selected bid. The bidder also has to enter the bidWithdrawing reasons and upload the letter giving the reasons for withdrawing beforeclicking the "Submit" button. The bidder has to confirm again by pressing "Ok"buttonbeforefinallywithdrawinghis/her selectede-Bid.

- 18.2 The bidder has to request the Seller with a letter, attaching the proof of withdrawaland submission of e-Bid EMD in the office of Seller, to return back the e-Bidsecurity/EMDas per themanual procedure.
- 18.3 No e-Bid may be withdrawn in the interval between the deadline for submission ofe-Bids and the expiration of period of e-Bid validity. Withdrawal of an e-Bid duringthis interval may result in the bidder's forfeiture of his/her e-Bid E.M.D, pursuant toITBClause12.7.
- 18.4 Thebiddercanre-submithis/here-Bidasandwhenrequiredtillthee-Bidsubmission end date and time. The e-Bid submitted earlier will be replaced by thenew one. The payment made by the bidder earlier will be used for revised e-Bid andthe new e-Bid submission summary generated after the successful submission of therevisede-Bidwillbe consideredfor evaluationpurposes. For resubmission, the bidder should first his/her Login Id and Password log using and subsequently byhis/herDigitalSignatureCertificateonthee-Procurementwebsitehttp://etender.up.nic.in. The bidder should then select "My Bids" option in the BidSubmission menu. The page listing all the bids submitted by the bidder will bedisplayed. Click "View" to see the details of the e-Bid to be resubmitted. Afterselecting the "Bid Resubmission" option, click "Encrypt & Upload" to upload therevised 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 uploadingtheire-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 OPENINGANDEVALUATION OFe-Bid

19(A) Opening of Technicale-Bidbythe Seller

- A-1 The Seller will open all technical e-Bids, in the presence of bidders' representatives who choose to attend at 10:30 AM on 12/09/2023 The Kisan Sahkari Chini MillsLtd PURANPUR, PILIBHIT. The bidder's representatives who are present shallsign a register evidencing their attendance. In the event of the specified date of e-Bidopening being declared a holiday for the Seller, the e-Bids shall be opened at the appointed time and place on the next working day.
- A-2 The bidder"s names and the presence or absence of requisite e-Bid security and suchotherdetailsastheSelleratitsdiscretionmayconsiderappropriatewillbeannounced at the opening. The name of such bidders not meeting the TechnicalSpecificationsandqualification requirementshallbenotifiedsubsequently.
- A-3 The Purchaser will prepare minutes of the e-Bidopening.

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 willbeinformed.

19(B) Opening of Financial e-Bid

- B.1 Afterevaluation of technicale-Bid, the Seller shall notify those bidders who setechnical e-Bids were considered non-responsive to the Conditions of the Contract and not meeting the technical specifications and Qualification Requirements indic a ting that their financiale-
 - Bidswillnotbeopened. The Purchaser will simultaneously notify the bidders, whose technic ale-Bidswere considered acceptable to the Seller. The notification may be sent by letter, faxor by e-mail.
- B.2 The financial e-Bids of technically qualified bidders shall be opened on 12/09/2023at 03:00 PM in the presence of bidders who choose to attend the opening of financialbid. The name of bidders, Unit Price quoted for various items etc will be announced at the meeting. The name of bidders, Unit Price quoted for various items etc willbeannounced at themeeting.
- B.3 The Seller will prepare them inutes of the e-Bid opening.

20 Clarification of e-Bid

20.1 During evaluation of e-Bid, the Purchaser may, at its discretion, ask the bidder for aclarificationofhis/here-

Bid. Therequestforclarification and the responses hall be in writing.

21 Evaluation of technicale-Bidand Evaluation Criteria

The Seller will examine the e-Bid to determine whether they are complete, whetherthey meet all the conditions of the Contract, whether required e-tender fee,e-BidEMD and other required documents have been furnished, whether the documentshave been properly digitally signed, and whether the e-Bids are generally in order. Anye-Bid or e-Bidsnotfulfilling these requirements shall be rejected.

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

- 21.1 The bidder should have adequate experience of **FINISHING WORK AT CANE FORM FOR YEAR 2023-24** for our factory for which past three years order copies alongwithperformancecertificate should also been closed with the tender.
- 21.2 Thebiddershallsubmit requireddocumentaryproof, failing which the tendershall berejected.
- 21.3 Thebiddershall submit the copiesofthe detail of E.M.D.
- 21.4 ThebiddershallsubmitthecopiesoftheAuthorizationletterbythecompetentauthoritiesfor the authorized person.

- 21.5 ..
- 21.6 The bidder shall submit the copies of orders for satisfactory **FINISHING WORK AT CANE FORM FOR YEAR 2023-24**to our sugar factory and other industries of Government and private sector during last three year along with performance certificate if any.
- 21.7 The bidder should submit the detail of last three years turnover duly certified by Chartered Accountant.
- 21.8 The bidder shall submit the copies of the last submitted Income Tax Return & PANcard(copyselfattested).
- 21.9 The biddershall submitthe copies of the details of GST Registration Certificate.
- 21.10 The bidder shall submit the documentary proof of the Status of the company alongwithnames of Directors/Partners/Proprietoralong with documents.
- 21.11 The bidder shall submit the sample of the product to be given by the party alongwithtechnical bid(if feasible)
- 21.12 The e-Bids found to be not responsive to and not fulfilling all the conditions of thecontract and not meeting Technical Specifications and Qualification Requirements tothesatisfactionofSellershallberejectedandmaynotbesubsequentlymaderesponsive by bidder correction of the non-conformity. The e-Bids biddersmentioning any of their conditions which are not mentioned in theetenderdocumentor are notinconformity withthe conditionsof the contractshallberejected.
- 21.13 It shall be the discretion of the Seller to decide as to whether an e-Bid fulfils the evaluation criterion mentioned in this e-tender or not.
- 21.14 The bidders are advised not to mix financial bid documents with the PDF documents submitted for technical bid. The e-Bids of the bidders having financial bid documentinthetechnical bid will out rightly be rejected.

22 FinancialEvaluation andComparison ofe-Bid

- 22.1 The Seller 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 foundresponsive as per the conditions of the e-tender only for those items of the bidders which have been technically accepted by the Seller.
- 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, itse-Bid shall be rejected and its e-Bid security may be for feited.
- 22.3 No weightage/preference shall be given to the bidder quoting any higher technicalspecificationsagainst the technicalspecifications of the items asked in the etender.
- 22.4 The Seller's evaluation of a Financial bid shall be based on in terms of rate quotedincludingGSTofGovtofUttarPradesh/,bythebidderincludingthecostofItem

offered, such price to include all costs as well as duties and taxes paid, payable oncomponents and raw material incorporated or to be incorporated in the goods, and Excised active the finished goods, if payable and price of incidental services, freight, insurance and other costs within India incidental to the delivery of the goods to their final destination as mentioned in para 8.2 of ITB.

22.5 The Financial Bids will be opened by Tender Evaluation committee (TEC) in the 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' srepresentatives who are presents hall signare gister evidence ingential tendence.

ThenameofBidder,BidPricesetcshallbeannouncedatthemeeting.Thecommercial quotes of the highest Bidder shall be notified as L-1. The QuantityofferedbytheL-1 shall befirst takeninto consideration.

In case L-1 offers to purchase the complete order quantity and is assessed to have the adequate capacity to purchase the complete order quantity as perthedelivery schedule by the Tender Evaluation committee (TEC) then L-1 shall be contracted to execute the complete sale order.

In case L-1 offers to sale partial order quantity and is assessed to have adequatecapacity to sale 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 sale the reduced quantity (which shall be more than the guaranteed minimum quantity

)andrestofthequantityshallbeallottedtosubsequentbidder(s)providedthesuccessfulBidd er(s)arereadyto offer thequantityat therates quotedbyL-1.

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 sale.

In case L-1 backs out, the RFP shall be cancelled & Bids shall be invited again L-1shall however be blacklisted from participating in any future bidding and are liableforlegal action taken by Chini Mill.

- 23 ContactingtheSeller
- 23.1 Subject to ITB Clause 20, no bidder shall contact the Seller on any matter relating tohis/here-Bid,fromthetimeofthee-BidopeningtothetimetheContractisawarded. If the bidder wishes to bring additional information to the notice of theSeller,he/she can do so in writing.
- Any effort by a bidder to influence the Seller in its decisions on e-Bid evaluation,e-Bidcomparisonorcontractawardmayresultinrejectionofthebidder"se-Bid.

(D) AWARDOFCONTRACT

24 AwardCriteria

- 24.1 The Seller will determine to its satisfaction whether the bidder(s) that is selected ashaving submitted the highest rate (L-1) evaluated responsive bid meets the criteriaspecifiedinITBClause10.2,andisqualifiedtoperformthecontractsatisfactorily.
- 24.2 Subject to ITB Clause 26, the Seller will award the contract to the highest rate (L-1)evaluatedsuccessfulBidderwhosebidhasbeendeterminedtoberesponsivetoall

- the conditions of the contract and meeting the Technical specification and qualification requirement of the Bidding Document.
- 24.3 In case L-1 offers to purchase partial order quantity and is assessed to have adequatecapacity to sale the offered partial order quantity as per delivery schedule by thetender Evaluation committee(TEC) then the L-1 bidder shall be contracted to sale thereduced quantity (which shall be more than the guaranteed minimum quantity) andrest of the quantity shall be allotted to subsequent bidder(s) provided the successfulBidder(s) are ready to offer the quantity at the rates quoted by L-1. The quantity resulting from the split as mentioned above in case 22.5 (b) shall be offered to the successful Bidder(s) after the assessment by the TEC in terms of their capacity tomanufacture and sale.

25 Seller's righttovary Quantities at the Time of Award

- 25.1 The Seller reserves the right at the time of Contract award to increase or decrease thequantity of goods and services originally specified in the Schedule of Requirementswithout any change in unit price or other terms and conditions, depending upon therequirement of end-customer. The seller 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 contractperiod,thesameshallbeadjustedmutuallyaftersubmittingtheproofbythesuccessfulbidder to theseller.

26 Seller's righttoaccept anye-Bid and toreject anyoralle-Bids

26.1 The Seller reserves the right to accept or reject any e-Bid, and to annul the e-Bidprocess and reject all e-Bids at any time prior to contract award, without therebyincurringanyliabilitytothe affected bidder orbidders.

27-NotificationofAward

- 27.1 The Seller will notify the successful bidder in writing by letter/e-mail/fax, that its e-Bid has been accepted. Normally it will be informed same days after opening of E-commercial/financialbid except in unavoidable circumstances.
- 27.2 Thenotificationofaward willconstitute the formation of the Contract. 28-Signing of Contract

At the same time as the seller notifies the successful bidder that it se bid has been accepted, the seller will inform the bidder accordingly

29- Performance/SaleSecurity

. The security deposited with Chini mill shall be subjected to timely & satisfactory sale of ordered quality of material & on full & final adjustment of claims/dues of our units recoverable from them after deducting penalty if any, under these terms.

SECTIONII:CONDITIONSOFE-Tender/CONTRACT(CC)

Only Authorised dealer fulfilling the required conditions often der documentare eligible to participate in the tender.

Price

The prices hould be quoted by the bidders on F.O.R. Destinations basis. This will include basic price, packing and forwarding, Transit Insurance, GST,.

Thefinalrates/discountmentionedinthetendershallremainfirmforthecrushingseason 2023-24 foronemonth from issueof sale order

Any change in the rate of Taxes may be accepted provided documentary proof of the same is submitted for approval.

1. DESPATCHOFMATERIAL

- (i) The material should be dispatched as per instructions given by the mill society. The material sent by Road Transport should be sent through the reputed Bankapproved transport Co. and duly covered with transit Insurance. Puchaser willensure that the goods are insured to avoid anyloss or damaged uring transit.
- (ii) Thesaleofmaterialshallmadeasperquantitativerequirementandspecificationsgive nintheorder. The excess quantity of sale will not be accepted and will have to be taken back by the supplier at their own cost and risk.

2. Earnestmoney

Each bidder should submit a bank draft of a nationalized bank for Rs.5500/- (Rs Five thousand Five Hundred Only) in favour of THEKISANSAHKARICHINIMILLSLTD.

payable at Puranpur (Pilibhit)representing earnest money. The tenders withoutearnest money as above shall not be entertained (Central/State Government agenciesororganizations are exempted from therequirement of EMD)

4. SecurityMoney

Successful bidder"s EMD shall be converted into the security moneyt. No interestshall be paid on the security deposit. The refund of the security deposit shall besubjecttotimelyandsatisfactorysaleoforderedquantityof

FINISHING WORK AT CANE FORM FOR YEAR 2023-24 and on full and final adjustment of claims / dues of our units recoverable from them after deducting penalty, if any under these terms.

5. PACKING& FORWARDING:

The material should be packed in secured and sound packing to avoid any damageduringthe transit. Thepackinglist shall bekeptinside each packet.

6. PaymentTerm

100% before receipt of the material from our site

7. SANCTITY

The Sales order is final agreement between dealer and the mill society. Any termsandconditionsofenquiry/letter,tender/quotationoranyotherdocumentsinconsisten t with the terms of sales order will have no effect and will be null andvoid.

8. Negotiation

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

9. Arbitration

Any dispute arising between the Sellerand thepurchase of bagasse shall be referred to sole Arbitrator. The Arbitratorappointed by Secretary Department of Sugar Industry & Cane Development Govt. of U.P will act as sole arbitrator under the Arbitration and conciliation Act 1996 whose decision shall be final & binding on both the party.

10. In case of non compliance of the conditions of the contract the General Manager ofchini mill shall have the power to rescind, cancel and annul the contract, between the Purchaser and the Supplier apart from black-listing the purchaser, and in that event, the sum deposited towards security shall be for feited and the purchaser shall be further liable to payactual amount of loss and

damages asprovided inIndian Contract

- Act to The Kisan Sahkari Chini Mills Ltd Puranpur Pilibhit to the extent the sameexceedsthesecuritymoney.
- 11. The bidders who are awarded with the rate contract/ order shall sale the materialdirectly to our mill societies and in no case they shall be allowed to appoint theirdealers for sale of material. The manufacturers, who do not sale the material directly,may direct their dealers to participate in the tender and obtain rate contract/orderdirectly from Federation. However material has to be dispatched from Principal"sGodowndirectly.
- 12. In case of any dispute between the Supplier and buyer the Hon'ble Allahabad HighCourt ofjudicature at Lucknow and Courts sub-ordinate there to of the District inwhich the mill is situated shall alone have jurisdiction to the exclusion of all othercourts.
- 13. Incompletetender orthosewithouttheprescribedEMDmayberejected.
- 14. The Seller reserves the right to reject any or all tenders without assigning any reason. The Purchaser also reserves the right to amend or altogether change the terms
 - & conditions in the overall interest of the Organization before finalization of the Purchase order.
- 15. The bidder should mention the guarantee/warranty period of items to be supplied to our mill society. In case the supplied materials fails within this stipulated period, the same shall be replaced by the supplier on free of cost basis.

GENERALMANAGER

GENERAL TERMS & CONDITIONS

- 1- The work must be completely finished to the entire satisfaction of the Engineer-in-charge of the factory within the specified period that i.e. <u>2 month from the date of receipt of order to commence</u> work.
- 2- The parties will submit their offers should have requisite experience of satisfactory execution of the type and nature of the work for which they propose to submit their tender.
- 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 and reason.
- 10- Unless the person whose tender is accepted signed the contract bond with in 10 days on the proper stamps paper after he is required to do so. The acceptance of his tender shall be withdrawn and the earnest money deposited shall be forfeited.
- 11- 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 tenders are therefore advised to see the site of the work before tendering.
- 12- In case of firm, the tender must be signed by the each partner of any partner holding the power of Attorney of behalf of firm. A copy of power partner holding the power of attorney attested by gazette officers must be accompanied with tender.
- 13- If the contractor fails to complete the work either in accordance with the construction programme or by the scheduled 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 ½% of the cost of work, that remains incomplete for every week or part there of beyond the agreed specified date of completion till the date of work remained in complete so however, that the total amount of such liquidated damages shall not exceed 5% of the total value of the contract.
- 14- 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.
- 15- All bills would be liable to deductions of 3% to words security besides the 02% earnest money as to make the total security amount 5% the amount shall be refunded after expiry of guarantee period of one year if the work is satisfactory.
- 16- In order to expedite the work on account of payment on lump sums basis for the work done but not

- measured shall be paid on the basis of the report of engineer-in-charge/Asst. Engineer or certifying that the work to be the extend of payment being recommended has actually been recommended has been actually executed but not measured.
- 17- Whenever work Engineer-in-charge or Asst. Engineer (civil) is mentioned it will be deemed to include the mill society or its authorized officer.
- 18- If due to some unavoidable circumstances there is any delay on the part of mill society in issuing schedule "C" items (e.g. cement, GCI sheets, pre-coated gal-volume sheets, reinforcement and structural steel etc) to the contractors, then the mill society may grant extension of time as required.
- 19- The tendered rates shall include all quarrying, royalty, testing, screens, tools and plants, railway freights, carriage of materials and all taxes. The contractor's rate will be deemed for the complete items in all respect.
- 20- 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.

21- 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) Analyzed 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) Analyzed 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 analyzed under this clause.
- (d) On the basis of market rates or actual cost of execution plus 10% contractor's profit.
- Extra items prepared as mentioned in items no. 22 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.
- 23- 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.
- 24- 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.
- The samples of materials (Supplied by the contractor) to be used in work shall be got approved from the Engineer-in-charge materials not confirmed to the approved samples shall be rejected and no claim whatsoever in respect there of shall be entertained.

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.

26- CLAIMS FOR INJURIES:-

The contractor shall in order to cover the risk, of death, badily injury of his own employees or labourers or to the risk 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. 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.

27- **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.

28- **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 50/- 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)

29- 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.

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

31. **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.

All the terms & conditions

are accepted

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

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. 300.00	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.

SECTIONIII:TECHNICAL E-BID

III(A) eBid FORM

III(B) SCHEDULE OF

REQUIREMENTSIII(C) TECHNICAL

SPECIFICATIONSIII(D) CONTRACTFORM

III(E) PERFORMANCE

STATEMENTIII(F)

CAPABILITYSTATEMENT

III(G) PERFORMANCESECURITYFORM

SECTIONIII(A):e-bid FORM
Date:
To: TheGeneralManager, The Kisan Sahkari Chini MillsLtd,PURANPUR,PILIBHIT(U.P)262122
DearSir,
Havingexaminedthee-
BidDocuments, we, the undersigned, offertopurchase
(Description of Goods and Services) in conformity with the said e-Bid (Section II) of the e Bid Document and will Purcahse CS ITEMS 2023-24 from our manufacturing works/unitsas per specifications (Section III(c)) in addition to this, the particulars of our organization such as legal status, details of experience and past performance, capability statement and therequired e-Bid EMD for Rs. 5500/- (Rupees Five thousand Five Hundred Only) in the form of DemandDraftin favour of The Kisan Sahkari Chini Mills Ltd PURANPUR, PILIBHIT is furnished with this e-Bid form. We further undertake, if our e-Bid is accepted, to sale their accordance with the delivery schedule specified in the Schedule of Requirements (Section III(B)).
Weagreetoabidebythise-Bidforthee-BidvalidityperiodspecifiedinClause 13.1 of the ITB and it shall remain binding upon us and may be accepted at any time
beforetheexpiration of that period.
Until a formal contract is prepared and executed, this e-Bid, together with yourwritten acceptance thereof and your notification of award shall constitute a binding contractbetweenus. All the terms and conditions of thee-tender Document areacceptabletous.
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 inIndianamely"PreventionofCorruption Act 1998".
Dated thisdayof20

Signature

Dulyauthorized to sign e-Bid forand on behalf of.....

(inthe capacityof)

SECTIONIII(B):SCHEDULEOFREQUIREMENTS

ItemCode	BriefDescri ption	Destination	DeliverySchedule	e-BidE.M.D
Asperthedetails SECTION III (C)TECHNICA PECIFICATIO	LS	TheKisanSahkariC hini Mills PURANPUR,PILI BHIT	Aspersaleorder.	Rs5500/-(Rs Five thousand Five Hundred Only)

SECTIONIII(C)TECHNICALSPECIFICATIONS

A.Specifications

SECTIONIII(D)AGREEMENT

ACCEPTANCEOFORDERWILLBETREATEDAS AGREEMENT EXECUTED

SECTIONIII(E):PERFORMANCESTATEMENT

FINISHING WORK AT CANE FORM FOR YEAR 2023-24

suppliedsatisfactorilyinpreviousThreeyearto sugar millsRFC oranypublicsectorundertaking NameofCompany/Firm.....

Orderplace	Order	Description	Value	Date		Remarksindicating
d	No.	&	oford	ofcompletion		reasons for
by(Fulladdr	&Dat	Quantityof	er	ofdeliver	y	latedelivery, if any
essof	e	orderedgoo				
Purchaser)		ds				
				Asper	Actual	
				contract		
1	2	3	4	5	6	7

Signature and seal of the E-BidderWithnameoftheauthorizedperso n

SECTIONIII(F):CAPABILITYSTATEMENT(CS)

(a)Nam	eandcomplete mailingaddres	sof thebusiness/salesof	ficeofthebidder.
(b) Nar	neofAuthorized Official	:	
(c) Pho		:	
(d) Fax		:	
(e) E-m	ail	:	
(f) Prin	cipalplaceof business	:	
	bsiteofBidder"sFirm	:	
Parties'	WillHaveToFurnishUnderNo	tedInformationDuringT	TheTechnicalDiscus
	ocumentaryProof:	_	
SLNO	Particulars		
1	ManufacturingLicensefor	FINISHING	
		WORK AT CANE FORM FOR YEAR 2023-24	
	issued	2023-24	
	byBIECandIndustriesdepartment ofState.		
2			
3	Acceptanceofsaleof FINISHING WORK AT		
	CANE FORM FOR YEAR 2		
	Authorizationletterbythecompetentauthority		
	forthe authorized person		
5	DetailofE.M.D/TenderFee		
6	DetailsofGSTRegistrationC	etailsofGSTRegistrationCertificate	
7	Statusofthecompanyalongwithnamesof		
	Directors/Partners/Proprieto	or along	
	_	withdocument	
	s		
8	Sampleoftheproducttobegiv	enbythepartyalongwit	
U		5 1 5 5	

Sealandsignature of the bidder_ WithName of Authorized Official signing the agreement.

CHECKLIST

SI N o	Clause	Instrument/Documentsrequired	Page No	
1	Clause 4(Invitation fore-Bids)	Costofe-BidDocumentinPhysicalForm		
2	-do-	ScannedCopyof Cost ofe-Bid Document		
3	Clause 5(Invitationfo r e-Bids)	E-BidEMDinPhysical Form		
4	ITBClause	Prooffor FINISHING WORK AT CANE FORM		
	21.1 &21 .6	FOR YEAR 2023-24 satisfactorilyinlast threeyeartosugarmillsandotherindustriesofGovt		
5	ITBClause 21.3	Copyof detail of FEEand EMD		
6	ITBClause 21.4	Copyofauthorizationletterbythecompetent authorityfor theauthorized person.		
7	ITBClause 21.5	Copiesoftheregistrationcertificateofindustries departmentofthestateandBIEClicenseformanufactu ringIndustrial Gases		
8	ITBClause 21.7	Detailoflastthreeyearsturnoverdulycertified by Chartered Accountant.		
9	ITBClause 21.8	CopiesofdetailsoflastsubmittedIncomeTax Return/PANcard(selfattested).		
10	ITBClause 21.9	DetailsofTradetax/CSTRegistration/TINNO andCentralExciseRegistrationCertificate		
11	ITBClause 21.10	DocumentaryproofoftheStatusofthecompanyalong withnamesof Directors/Partners/Proprietor alongwith documents		
12	ITBClause 21.11	Submitsampleoftheproducttobegivenbythepartyal ongwithtechnicalbid(iffeasible)duly stamped and signed bythe e-bidder.		

13	SECTION	AcceptancetotheConditionsof Contract	
	<mark>II</mark>		
<mark>14</mark>	SECTION	e-bidForm	
	III(A)		
15	SECTION	ScheduleofRequirements	
	III(B)		
<mark>16</mark>	SECTION III	TechnicalSpecifications	
	(C)		
<mark>17</mark>			
18	SECTION III	PerformanceStatement	
	(E)		
<mark>19</mark>	SECTION III	CAPABILITYSTATEMENT	
	(F)		
<mark>20</mark>	SECTIONIV	e-BidForm	
	(A)		
21	SECTIONIV	BOQ	
	(B)		

SECTIONIV:FINANCIALe-

 $BidIV(A) \qquad e-BidFORM$

IV(B) PRICESCHEDULE/BOQ

SECTIONIV(A):ebidFORM

To:(NameandaddressofPurchaser)The General Manager, The Kisan Sahkari Chini Mills Ltd,PURANPUR,PILIBHIT

DearSir,

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

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

Until a formal contract is prepared and executed, this e-Bid, together with you, written acceptance thereof and your notification of award shall constitute a binding contractbetweenus.

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 inIndianamely "Preventionof Corruption Act 1998".

	J	1	J	J
mayreceive.Da	ted	dayof2	20	
(Signature& Na	ameofofficial)		(In the ca	pacity
of)Dulyauthori	zed to sign e-Bid forand	on behalf of		

Weunderstand that you are not bound to accept the lowest or any e-Bidyou