

**THE KISAN COOPERATIVE SUGAR FACTORY LTD.,
SARSAWA (SAHARANPUR)**

Telephone: (01331) 244235	Email: kcsf.ssw@gmail.com
	Website: www.upsugarfed.org

**COMPETITIVE E-bidding
FOR
LAYING CONSTRUCTION OF NALA ALONG RLY.LINE 200.00 R.M LONG**

E-bid REFERENCE	KCSF.SSW/Civil/06/2023-24
LAST DATE AND TIME FOR SUBMISSION OF E-Bids	15/12/2023 UPTO 06:55 PM
DATE AND TIME OF OPENING OF ON LINE TECHNICAL e-Bids	16/12/2023 AT 11:15 AM
PLACE OF OPENING OF e-Bids	THE KISAN COOPERATIVE SUGAR FACTORY LTD. SARSAWA DISTT-SAHARANPUR (UTTAR PRADESH) PIN CODE-247232
ADDRESS FOR COMMUNICATION	GENERAL MANAGER THE KISAN COOPERATIVE SUGAR FACTORY LTD. SARSAWA DISTT-SAHARANPUR (UTTAR PRADESH) PIN CODE-247232
e-Bid E.M.D	Rs.14000/-
Time of Completion	Two Month
Validity of of Tender	Three Month
Tender Fees	Rs. 500.00 + GST EXTRA
BANK DETAILS – RTGS/NEFT	ACCOUNT - The Kisan Coop Sugar HOLDER NAME Factory Ltd. BANK - 1828002100035110 ACCOUNT NO. BANK NAME - Punjab National Bank BRANCH - Sarsawa Saharanpur IFSC - PUNB0086310

This Document Contains -- **Pages 34**

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

e-tender Document Processing /Cost : **Rs 500.00+GST EXTRA**

INDEX

1	Short Term e-Tender Notice	
2	Invitation of e-Bids	
3	Section I- Instruction to Bidders	
	(A) The e-Bid Document	
	(B) Preparation of e-Bids	
	(C) e-Bid Opening and Evaluation of e-Bid	
	(D) Award of Contract	
4	Section II- Conditions of e-Tender / Contract (cc)	
5	Section III- Technical e-Bid	
	III(A) e Bid form	
	III(B) Schedule of Requirements	
	III(C) Technical Specifications	
	III (E) Performance Statement	
	III (F) Capability Statement	
	Check List	
	Section IV- Financial e-Bid	
	IV(A) e- Bid Form	
	IV (B) Price Schedule/BOQ	

THE KISAN COOPERATIVE SUGAR FACTORY LTD.
SARSAWA (SAHARANPUR)

E mail : kcsf.ssw@gmail.com

TENDER NOTICE

Ref no :Civil /06/2023-24

Dated :- 05-12-2023

On line E-Tenders are invited from manufacturers/authorized distributors/Importers/Stockiest/Channel partners/Experienced Civil Contractors(as per details given in tender documents) for following job work to THE KISAN COOPERATIVE SUGAR FACTORY LTD.SARSAWA (SAHARANPUR). The e-tender documents with detailed specifications and terms and conditions etc. Can be downloaded from e- portal & federation website as per mentioned below.

SL NO.	Name of the item	Technical bid opening at 11.15 AM	Commercial bid opening	E.M.D	Starting date of uploading of E-Tender
1	CONSTRUCTION OF NALA ALONG RLY.LINE 200.00 R.M LONG	16/12/2023	16/12/2023 03.00PM	14000.00	05/12/2023

Other details of submission of e bids along with eligibility, date & time, opening of technical/Financial bids, E.M.D, experience and other terms & conditions will be available on UPLC e-tender portal <http://etender.up.nic.in> and Federation's website www.upsugarfed.org from the date **06/12/2023 at 11.15PM** from where tender documents may be downloaded by any tendered. The tender fee is Rs. 500/- (non refundable) +GST EXTRA and required E.M.D by way of demand draft scheduled bank in favour of THE KISAN COOPERATIVE SUGAR FACTORY LTD payable at Saharanpur which will be deposited in Sugar Mill office before opening of Technical bid. e-tender without earnest money shall be liable to be rejected. The General Manager Sugar Mill reserves the right to cancel any or all bids/annul e-bidding process without assigning any reason to & decision of Sugar Mill will be final & binding.

Dipti Deo Yadav
P.C.S

GENERAL MANAGER

INVITATION FOR e-Bids

Online e-bids are invited for **CONSTRUCTION OF NALA ALONG RLY.LINE 200.00 R.M LONG**

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 from 06/12/2023 at 11:15 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 http://etender.up.nic.in and Federation's website www.upsugarfed.org and tender Document will be available from 06/12/2023 at 11:15 AM at e-Procurement web site http://etender.up.nic.in and Federation's website www.upsugarfed.org
(b)	Availability of tender document on website	06/12/2023 from 11:15 AM at e-Procurement web site http://etender.up.nic.in And Federation's website www.upsugarfed.org
(c)	Clarification start date & time	06/12/2023 from 11:15 AM
(d)	Clarification end date & time	15/12/2023 up to 03:55 PM
(e)	e-Bid submission start date & time (Submission of e-tender fee, EMD and other supporting documents in PDF/XLS format)	06/12/2023 from 11:15 PM
(f)	e-Bid submission end date & Time	15/12/2023 up to 3.55 PM
(g)	Online technical e-Bid opening date & time	16/12/2023 at 11:15 AM
(h)	Online financial e-Bid opening date & time (Only of technically qualified bidders)	16/12/2023 at 03:00 PM

(i)	Venue of opening of technical & financial e-Bids	THE KISAN COOPERATIVE SUGAR FACTORY LTD.SARSAWA (SAHARANPUR).
(j)	Contact officer	Name: A.E. (Civil) Mob. No. 9758566006 Dy Chief Chemist:9358352748
(k)	Cost of e-Bid document	Rs.500.00 (Rupees Five Hundred Only) (Non-refundable) PLUS GST EXTRA
(l)	e-Bid E.M.D	Rs 14000/-

4. The bidders need to submit the proof/cost of e-Bid document/processing as stated in the above table in Cash in the Purchaser's office or through Demand Draft/Rtgs in favour of THE KISAN COOPERATIVE SUGAR FACTORY LTD. payable at Saharanpur (herein after referred as KCSF /Purchaser). The scanned copy of the Cash Deposit Receipt or Demand Draft or Banker's Cheque must be enclosed along with the e-Bids but the original Demand Draft or Banker's Cheque should reach the office of KCSF /Purchaser at Sarsawa before opening of technical e-Bid.
5. All e-Bid must be accompanied by e-Bid Earnest Money Deposit (EMD) in the form of Demand Draft/RTGS, drawn in favour of THE KISAN COOPERATIVE SUGAR FACTORY LTD payable at Saharanpur. The scanned copy of the e-Bid EMD must be submitted along with the e-Bid and the original should reach the Chini mill's office at Sarsawa before opening of technical e-Bids. No Interest would be payable on e-Bid (Earnest Money) deposited with the Chini Mill.
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'/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-Bid process without assigning any reason thereof. The decision of Chini Mill will be final and binding.
8. In the event of date specified for e-Bids opening being declared a holiday for Chini Mill's office then the due date for opening of e-Bids shall be the following working day at the appointed time and place.
9. All the required documents including Price Schedule/BOQ should be uploaded by the e-Bidder electronically in the PDF/XLS format. The required electronic documents for each document label of Technical (Fee details, Qualification details, e-Bid Form and Technical Specification details) schedules/packets can be clubbed together to make single different files for each label.
9. The companies/firms who are registered at e-Procurement portal for e-tendering with UP Electronics Corporation Ltd, 10 Ashok Marg, Lucknow-226002, would only be eligible

for participating in this e-tender as well as in e-tendering system of U.P. Govt. departments. All companies/firms who have not registered themselves with UPLC Ltd ,Lucknow for e-tendering till date can get their registration done by depositing a filled in form issued by UPLC Ltd, Lucknow along with registration fee of Rs. 6000.00 (Rupees Six thousand only) for participating in this e-tender and other e-tenders of U.P.Govt. Departments. The companies/firms, who are not having digital signature, can also get their digital signature on deposit of processing fees of Rs.1708.00 (Rupees One thousand seven hundred eight only). The companies/firms may contact the officials on phone numbers (0522) 4130303 Extn 305 & 307, 09721451211, for their Registration/Digital Signature Certificate related queries. The registration fee may also be deposited through RTGS. The details of RTGS are as under:

M/s U.P. Electronics Corporation Ltd, Lucknow
Indian Bank
Ashok Marg, Lucknow
A/C No. - 772819168
IFC code - IDIB000L002
CBS code - 00527
Rs.6000/-

For E-Tendering Enquiry Please Contact Following Persons

- Sri Bir Singh A.E.D.P (Chini Mill Sarsawa) 9758278302
- Sri Dipti Deo Yadav General Manager (Chini Mill Sarsawa) 7880888901
- Sri Saurabh Bansal Chief Accountant (Chini Mill Sarsawa) 7880888905

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 THE KISAN COOPERATIVE SUGAR FACTORY LTD. SARSAWA (SAHARANPUR) hereinafter referred to as “the Purchaser”, will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the e-Bid process.
- b) This tender document is available on the web site <http://etender.up.nic.in> and www.upsugarfed.org to enable the bidders to view, download the e-Bid document and submit e-Bids online up to the last date and time mentioned in e-Tender notice/e-tender document against this e-Tender. The bidders shall have to pay e-Tender document fee of **Rs. 500.00 (Rupees Two Hundred Only) +GST EXTRA** in cash or through Demand Draft or Banker’s Cheque or Rtgs payable in favour of THE KISAN COOPERATIVE SUGAR FACTORY LTD Payable at Saharanpur The scanned copy of the Cash Deposit Receipt or Demand Draft or Banker’s Cheque must be enclosed along with the e-Bid but the original Demand Draft or Banker’s Cheque should reach the Purchaser’s office before opening of the technical e-Bid. This e-tender document fee of Rs. 200.00 will be non-refundable.

2-Contents of e-Bid Document

- 2.1 The goods required to be supplied; e-Bid procedure and contract terms and conditions are prescribed in the e-Bid document. The e-Bid document includes:
Invitation for e-Bid
 - Section I : Instruction to bidders (ITB);
 - Section II : Conditions of E-tender/ Contract (CC);
 - Section III : Technical e-Bid;
 - Section IV : Financial e-Bid;
- 2.2 The bidder is expected to examine all instructions, forms, terms and specifications in the e-Bid document. Failure to furnish all information required as per the e-Bid document or submission of e-Bid not responsive to the e-Bid document in every respect will be at the bidder’s risk and may result in rejection of the said e-Bid.

3-Clarification of e-Bid Document

A prospective bidder requiring any clarification of the e-Bid document may raise his/her point of clarification through Bid Management Window after successfully login to the e-

Procurement website <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 Purchaser through the e-Procurement website which can be read by the bidder through the "Clarification" option under Bid Submission menu. The Purchaser may also respond to clarifications raised by the prospective bidders on Purchaser's e-mail address kcsf.ssw@gmail.com.

4. Amendment of e-Bid Document

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

(B) PREPARATION OF e-Bid

5 Language of e-Bid

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

6 Documents Constituting the e-Bid

- 6.1 The e-Bid prepared by the bidder shall comprise the following components:
 - (a) **Technical e-Bid** - Technical e-Bid will comprise of:

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

8 e-Bid Price

- 8.1 **CONSTRUCTION OF NALA ALONG RLY.LINE 200.00 R.M LONG**

/CST/GST loading and unloading, loading charges, transit insurance and other relevant miscellaneous expenses extra as applicable

8.3 Prices quoted by the bidder shall be fixed during the bidder's performance of the Contract and not subject to variation on any account subject to ITB Clause 25.1. A e-Bid submitted with an adjustable price quotation unless asked for shall be treated as non-responsive and rejected.

9 e-Bid 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 Section III (D) of e-tender document.

11 Documents Establishing Goods' Conformity to e-Bid Documents

11.1 Pursuant to ITB Clause 6, the bidder shall furnish, as part of its e-Bid, documents establishing the conformity to the e-Bid documents of all goods and services which the bidder proposes to supply under 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 17000/- in form of Demand Draft/Rtgs, in favour of THE KISAN COOPERATIVE SUGAR FACTORY LTD. payable at Saharanpur. The scanned copy of the e-Bid EMD must be submitted along with the e-Bid and the original should reach the Purchaser's office at Sarsawa before opening of technical e-Bid. No Interest on EMD will be paid.

12.2 The e-Bid E.M.D is required to protect the Purchaser against the risk of bidder's conduct which would warrant the E.M.D's forfeiture, pursuant to ITB Clause 12.7.

12.3 The e-Bid E.M.D shall be in Indian Rupees and shall be in the following forms only:

A Demand Draft/Rtgs in favour of THE KISAN COOPERATIVE SUGAR FACTORY LTD. payable at SAHARANPUR.

- 12.4 Any e-Bid not secured in accordance with ITB Clauses 12.1 and 12.3 above shall be treated as non-responsive and rejected by the Purchaser.
- 12.5 Unsuccessful bidder's e-Bid E.M.D will be returned upon the written request through cheque or DD in original submitted at the time of E-bid as promptly as possible after the expiration of the period of e-Bid validity prescribed by the Purchaser, pursuant to ITB Clause 13.
- 12.6 The successful bidder's e-Bid E.M.D will be converted in security and in addition to EMD equal amount of security will be deposited with Chini Mill, pursuant to ITB Clause 28, and furnishing the performance security, pursuant to ITB Clause 29.

12.7 The e-Bid E.M.D may be forfeited:

- (a) if a bidder (i) withdraws its e-Bid during the period of e-Bid validity specified by the bidder on the e-Bid Form; or (ii) does not accept the correction of errors pursuant to ITB Clause 22.2; or (iii) modifies its e-Bid price during the period of e-Bid validity specified by the bidder on the e-Bid form or
- (b) In case of a successful bidder, if the bidder fails:
- (i) to sign the Contract with the Purchaser in accordance with ITB Clause 28; or
- (ii) To furnish performance security in accordance with ITB Clause 29.

13 Period of Validity of e-Bid

13.1 e-Bid shall remain valid up to **30 days** and the time of compilation is mention in bill of quatity period up to One Month. of e-Bid opening prescribed by the Purchaser, pursuant to ITB Clause 16. An e-Bid valid for a shorter period shall be rejected by the Purchaser as non-responsive.

13.2 In exceptional circumstances, the Purchaser may solicit the bidder's consent to an extension of the period of e-Bid validity. The request and the response thereto shall be made in writing. A bidder may refuse the request without forfeiting its e-Bid security. A bidder granting the request will not be required nor permitted to modify its e-Bid.

14 Format and Signing of e-Bid

14.1 The bidder shall prepare one electronic copy each of the Technical e-Bid and Financial e-Bid separately.

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

15. Submission of e-Bid

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

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

- 15.1 For participating in e-Bid through the e-tendering system, it is necessary for the bidders to be the registered users of the e-Procurement website [http:// etender.up.nic.in](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 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 Purchaser shall not be held responsible if the bidder tries to submit his/her e-Bid at the last moment before end date of submission but could not submit due to DSC registration problem.

- 15.3 The bidder can search for active tenders through "Search Active tenders" link, select a tender in which he/she is interested in and then move it to 'My Tenders' folder using the options available in the e-Bid Submission menu. After selecting and viewing the tender,

for which the bidder intends to e-Bid, from "My Tenders" folder, the bidder can place his/her e-Bid by clicking "Pay Offline" option available at the end of the view tender details form. Before this, the bidder should download the e-tender document and Price Schedule/Bill of Quantity (BOQ) and study them carefully. The bidder should keep all the documents ready as per the requirements of e-tender document in the PDF format except the Price Schedule/Bill of Quantity (BOQ) which should be in the XLS format (Excel sheet).

- 15.4 After clicking the 'Pay Offline' option, the bidder will be redirected to the Terms and Conditions page. The bidder should read the Terms & Conditions before proceeding to fill in the Tender Fee and EMD offline payment details. After entering and saving the Tender Fee and EMD details, the bidder should click "Encrypt & Upload" option given in the offline payment details form so that "Bid Document Preparation and Submission" window appears to upload the documents as per Technical (Fee details, Qualification details, e-Bid Form and Technical Specification details) and financial (e-Bid Form and Price Schedule/BOQ) schedules/packets given in the tender details. The details of the Demand Draft or any other accepted instrument which is to be physically sent in original before opening of technical e-Bid, should tally with the details available in the scanned copy and the data entered during e-Bid submission time otherwise the e-Bid submitted will not be accepted.
- 15.5 Next the bidder should upload the Technical e-Bid documents for Fee details (e-tender fee and EMD), Qualification details as per "ITB Clause 10 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 Purchaser reserves the right to cancel any or all e-Bids without assigning any reason.

16-Deadline for Submission of e-Bid

16.1 e-Bid (Technical and Financial) must be submitted by the bidders at e-Procurement website <http://etender.up.nic.in> not later than 15/12/2023 at 3.55 P.M and the date as mentioned on page 4 (as the server time displayed in the e-Procurement website).

16.2 The Purchaser may, at its discretion, extend this deadline for submission of e-Bid by amending the e-Bid document in accordance with ITB Clause 4, in which case all rights and obligations of the Purchaser and bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

17 Late e-Bid

17.1 The server time indicated in the Bid Management window on the e-Procurement website <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 Purchaser with a letter, attaching the proof of withdrawal and submission of e-Bid EMD in the office of Purchaser, to return back the e-Bid security/EMD as per the manual procedure.

18.3 No e-Bid may be withdrawn in the interval between the deadline for submission of e-Bids and the expiration of period of e-Bid validity. Withdrawal of an e-Bid during this interval may result in the bidder's forfeiture of his/her e-Bid E.M.D, 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 Purchaser

A-1 The Purchaser will open all technical e-Bids, in the presence of bidders' representatives who choose to attend at **11:15 AM on 16/12/2023** THE KISAN COOPERATIVE SUGAR FACTORY LTD. SARSAWA (SAHARANPUR). The bidder's representatives who are present shall sign a register evidencing their attendance. In the event of the specified date of e-Bid opening being declared a holiday for the Purchaser, the e-Bids shall be opened at the appointed time and place on the next working day.

A-2 The bidder's names and the presence or absence of requisite e-Bid security and such other details as the Purchaser at its discretion may consider appropriate will be announced at the opening. The name of such bidders not meeting the Technical Specifications and qualification requirement shall be notified subsequently.

A-3 The Purchaser will prepare minutes of the e-Bid opening.

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

B.1 After evaluation of technical e-Bid, the Purchaser shall notify those bidders whose technical e-Bids were considered non-responsive to the Conditions of the Contract and not meeting the technical specifications and Qualification Requirements indicating that their financial e-Bids will not be opened. The Purchaser will simultaneously notify the bidders, whose technical e-Bids were considered acceptable to the Purchaser. The notification may be sent by letter, fax or by e-mail.

B.2 The financial e-Bids of technically qualified bidders shall be opened on **16/12/2023** at **03:00 PM** in the presence of bidders who choose to attend the opening of financial bid. The name of bidders, Unit Price quoted for various items etc will be announced at the

meeting. . The name of bidders, Unit Price quoted for various items etc will be announced at the meeting.

B.3 The Purchaser will prepare the minutes of the e-Bid opening.

20 Clarification of e-Bid

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

21 Evaluation of technical e-Bid and Evaluation Criteria

The Purchaser will examine the e-Bid to determine 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 bidder should have adequate experience of civil work in sugar factories in the last three years along with the order copies along with performance certificate should also be enclosed with the tender.

21.2 The bidder shall submit required documentary proof, failing which the tender shall be rejected.

21.3 The bidder shall submit the copies of the detail of E.M.D.

- The bidder shall submit the copies of the Authorization letter by the competent authorities for the authorized person.
- The bidder shall submit the copies of registration certificate of industries department of the state and license issued from BIEC for supply of ordered quantity. Brick Lining on lagoon for storage of ETP Treated Water
- The bidder shall submit the copies of orders for satisfactory supply of ordered quantity.
- CONSTRUCTION OF NALA ALONG RLY.LINE 200.00 R.M LONG The bidder should submit the detail of last three years income tax returns turnover duly certified by Chartered Accountant.
- The bidder shall submit the copies of the last submitted Income Tax Return & PAN card (copy self attested).
- The bidder shall submit the copies of the details of Trade Tax/ GST registration/ TIN NO/Central Excise Registration.
- The bidder shall submit the documentary proof of the Status of the company along with names of Directors/Partners/Proprietor along with documents.
- The bidder shall submit the sample of the product to be given by the party along with technical bid(if feasible)

- The e-Bids found to be not responsive to and not fulfilling all the conditions of the contract and not meeting Technical Specifications and Qualification Requirements to the satisfaction of Purchaser shall be rejected and may not be subsequently made responsive

by the bidder by correction of the non-conformity. The e-Bids of bidders mentioning any of their conditions which are not mentioned in the e-tender document or are not in conformity with the conditions of the contract shall be rejected.

- It shall be the discretion of the Purchaser to decide as to whether an e-Bid fulfils the evaluation criterion mentioned in this e-tender or not.
- 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
- **Financial Evaluation and Comparison of e-Bid**

22.1 The Purchaser will evaluate and compare the financial rates of individual items quoted in the price schedule/BOQ of e-Bids of those bidders whose technical e-Bids are found responsive as per the conditions of the e-tender only for those items of the bidders which have been technically accepted by the Purchaser.

- 22.2 No additional payments shall be made for completion of any contractual obligation beyond the quoted prices. If the supplier does not accept the correction of errors if any, its e-Bid shall be rejected and its e-Bid security may be forfeited.
- 22.3 No weight age/preference shall be given to the bidder quoting any higher technical specifications against the technical specifications of the items asked in the e-tender.
- 22.4 The Purchaser's evaluation of a Financial bid shall be based on in terms of rate quoted including of Govt of Uttar Pradesh/CST/GST, by the bidder including supply of ordered quantity. include all costs , payable on components and raw material incorporated or to be incorporated in the goods, and Excise duty on the finished goods, if payable and price of incidental services, freight, insurance and other costs within India incidental to the delivery of the goods to their final destination as mentioned in Para 8.2 of ITB.
- 22.5 The Financial Bids will be opened by Tender Evaluation committee (TEC) in 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. 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.
- 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.
- 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.
- 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.
- 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 KISAN COOPERATIVE SUGAR FACTORY LTD.SARSAWA (SAHARANPUR).
- 23 Contacting the Purchaser
- 23.1 Subject to ITB Clause 20, no bidder shall contact the Purchaser on any matter relating to his/her e-Bid, from the time of the e-Bid opening to the time the Contract is awarded. If the bidder wishes to bring additional information to the notice of the Purchaser, he/she can do so in writing.
- 23.2 Any effort by a bidder to influence the Purchaser in its decisions on e-Bid evaluation, e-Bid comparison or contract award may result in rejection of the bidder's e-Bid.

(D) AWARD OF CONTRACT

24 Award Criteria

- 24.1 The Purchaser will determine to its satisfaction whether the bidder(s) that is selected as having submitted the lowest rate (L-1) evaluated responsive bid meets the criteria specified in ITB Clause 10.2, and is qualified to perform the contract satisfactorily.
- 24.2 Subject to ITB Clause 26, the Purchaser will award the contract to the lowest rate (L-1) evaluated successful Bidder whose bid has been determined to be responsive to all the conditions of the contract and meeting the Technical specification and qualification requirement of the Bidding Document.
- 24.3 In case L-1 offers to supply partial order quantity and is assessed to have adequate capacity to supply the offered partial order quantity as per delivery schedule by the tender Evaluation committee(TEC) then the L-1 bidder shall be contracted to supply the reduced quantity (which shall be more than the guaranteed minimum quantity) and rest of the quantity shall be allotted to subsequent bidder(s) provided the successful Bidder(s) are ready to offer the quantity at the rates quoted by L-1. The quantity resulting from the split as mentioned above in case 22.5 (b) shall be offered to the successful Bidder(s) after the assessment by the TEC in terms of their capacity to manufacture and supply.

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

- 25.1 The Purchaser reserves the right at the time of Contract award to increase or decrease the quantity 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 Purchaser.

26 Purchaser's right to accept any e-Bid and to reject any or all e-Bids

- 26.1 The Purchaser reserves the right to accept or reject any e-Bid, and to 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 The Purchaser will notify the successful bidder in writing by letter/e-mail/fax, that its e-Bid has been accepted. Normally it will be informed within 30 days after opening of E-commercial/financial bid except in unavoidable circumstances.

27.2 The notification of award will constitute the formation of the Contract.

27.3 5% amount from every bill of the successful bidder shall be deducted as security money. No interest shall be paid on the security deposit/EM.D. The refund of the cash security deposit , if accepted shall be subject to timely **CONSTRUCTION OF NALA ALONG RLY.LINE 200.00 R.M LONG**

8-Signing of Contract

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

29- Performance/ Supply Security

5 % amount from every bill of the successful bidder shall be deducted as security money. No interest will be paid on security. The security deposited with Mill Society shall be subjected to timely & satisfactory supply of ordered quality of material & on full & final adjustment of claims/dues of this Mill Society recoverable from them after deducting penalty if any, under these terms.

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

Only original manufacturer/Authorized dealer of original manufacturer fulfilling the required conditions of tender document are eligible to participate in the tender.

The price should be quoted by the bidders on F.O.R. Destinations basis. This will include basic price, packing and forwarding, Transit Insurance, Octopi or any other charges, Service Tax, Excise Duty against CENVAT benefit and Sales tax/VAT/G.S.T. including transportation charges. The supplier is required to submit the relevant documents to avail CENVAT benefit.

The final rates/discount mentioned in the tender shall remain firm for the crushing season **2023-24**

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

For concessional Sales Tax, Form-C shall be provided by the purchaser against CST whichever is applicable.

- **DESPATCH OF MATERIAL**

- 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 Bank approved transport Co. and duly covered with transit Insurance. Seller will ensure that the goods are insured to avoid any loss or damage during transit.

- The supply of material shall be made as per quantitative requirement and specifications given in the order. The excess quantity of supply will not be accepted and will have to be taken back by the supplier at their own cost and risk.

- **Earnest money**

Each bidder should submit a bank draft of a nationalized bank for Rs. 14000/- in favour of **THE KISAN COOPERATIVE SUGAR FACTORY LTD.SARSAWA (SAHARANPUR)**, representing earnest money. The tenders without earnest money as above shall not be entertained (Central/State Government agencies or organizations are exempted from the requirement of EMD)

4. **Security Money**

5% amount from every bill of the successful bidder shall be deducted as security money.

No interest shall be paid on the security deposit. The refund of the security deposit shall be refunded after one year subject to timely and satisfactory.

5. **PACKING & FORWARDING:**

6. **Payment Terms:** -Running as work done.

7. **Inspection & Rejection**

- The material should strictly conform to the specifications given in the rate contract/order. The authorized representative of the Mill Society may inspect the material at supplier works/godown before taking delivery. The supplier has to provide all facilities in the process of inspection.
- The sub-standard material and material not conforming to the specifications will be rejected by the mill society. The supplier will arrange the transport of rejected material at their own cost and risk within 15 days from the factory premises.
- For checking of the genuineness of the material, the sample may be taken out and sent to the inspecting agency/laboratory. In case the supplied material is found spurious, the same shall be returned by the mill society. The loss on account of cost of material along with interest @18% shall be recovered from the party. Action for Black listing the supplier may also be taken.
- The manufacturer is directed to furnish the test certificate for the chemical and mechanical properties of Steel for approval by the mill societies prior to installation. In case of deviation in specifications the party shall have to replace the sheets of his own risk and costs. Non compliance may lead to forfeiture of EMD and subsequent action against party.
- The Sheets shall have brand marking of the manufacturer giving product details on the back of the sheets at every regular interval for confirming genuineness of the material.

8. **SANCTITY**

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

9. **Delivery & Penalty:**

- Delivery period should be as given in our tender document for a particular item. The material should be supplied within this period which will be counted from the date of issue of commercially and technically clear order by the mill societies as per the terms of Rate Contract.
- In case the mill societies accept late deliveries, the liquidated damages for delayed delivery @ of 0.5% per week for the unsupplied part of material subject to maximum of 5% may be charged by the concerned mill society.
- **Failure to supply and risk purchase clause:-**
If the supplier fails to supply any store material in accordance with the terms and conditions as provided in the Rate contract or fails to replace the material rejected by the sugar factories, within the time stipulated the sugar factories shall at the risk and cost of supplier and without any notice or reference to him be entitled to purchase stores (of the same specifications) from any other source and at such price as the sugar factories shall in their sole discretion think fit and if such price shall exceed the rate set out in the rate contract, the supplier shall be liable to pay the sugar factory, the difference between the price at which such stores have been purchased by the sugar factories and at the price set out in the rate contract in addition to penalty and damages as set out in the rate contract.

9. **Variation**

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

11. **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.

12. **Arbitration**

Any dispute arising between the Purchaser and the Supplier shall be referred to a sole Arbitrator. The Arbitrator appointed by District Magistrate, Saharanpur of U.P will act as sole arbitrator under the Arbitration and conciliation Act whose decision shall be final & binding on both the party.

13. In case of non compliance of the conditions of the contract the General Manager of **THE KISAN COOPERATIVE SUGAR FACTORY LTD.SARSAWA (SAHARANPUR).**

shall have the power to rescind, cancel and annul the contract, between the Purchaser and the Supplier apart from black-listing the Supplier, and in that event, the sum deposited towards security shall be forfeited and the Supplier shall be further liable to pay actual amount of loss and damages as provided in Indian Contract Act to **THE KISAN COOPERATIVE SUGAR FACTORY LTD.SARSAWA (SAHARANPUR)**. to the extent the same exceeds the security money.

14. The bidders who are awarded with the rate contract/ order shall supply the material directly to our mill societies and in no case they shall be allowed to appoint their dealers for supply of material. The manufacturers, who do not supply the material directly, may direct their dealers to participate in the tender and obtain rate contract/order directly from Chini Mills Sarsawa. However material has to be dispatched from Principal's Godown directly.
15. In case of any dispute between the Supplier and buyer the Hon'ble Allahabad High Court of judicature at Lucknow and Courts sub-ordinate there to of the District in which the mill is situated shall alone have jurisdiction to the exclusion of all other courts.
16. In complete tender or those without the prescribed EMD may be rejected.
17. The supplier should be registered with the Excise department so that they may provide CENVAT FACILITY for the items on which the same is available. They will provide all necessary documents such as Excise Invoice etc to this mill society for enabling them to claim CENVAT FACILITY from the Excise Department wherever applicable. In case of Excise duty included in rates then the related documents will have to be furnished by the party, failing which amount of Excise duty as per prevailing rate/rates will be deducted from payment made by the factory.
18. If the rates stipulated in the RC/order of the Mill society are higher in comparison to the supplies made by your firm to other sugar factories of Uttarakhand, & Uttar Pradesh the amount due to such rate difference is recoverable from the supplier. Charging of higher rates in comparison to other public undertaking/Private sector will also make the supplier (bidder) liable for cancellation of rate contract together with considering black listing their firm and forfeiting the security money/EMD.
19. The Purchaser 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.
20. 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.
21. The supplier should give the maximum life period in years for the before profiling of material to be supplied to our Mills against perforation and Rust. In case any failure or defect is found in the Head Stock during this period, the same shall have to be replaced by the party on free of charge basis along with the compensation of losses due to the same as well as to and fro transportation charges.
22. The bidder should have a well equipped laboratory for various chemical compositions testing the tender should be enclosed with the details of laboratory equipments and testing facility etc.

Dipti Deo Yadav
P.C.S

GENERAL MANAGER

SCHEDULE C

The following materials shall be issued by the Mills at the rates and place noted against each:-

S.No.	Name of Material	Unit	Rate (Rs.)	Place of Issue
1.	Cement including empty bag	Per bag	250.00	At Mill Store
2.	<u>Steel:</u>			
	a. MS Round bars	Per M.T.		At Mill Store
	b. Tor steel	Per M.T.	Free of Cost	At Mill Store
	c. Structural steel including B.P. sheet			

1. Cement will be supplied by the Mills at Factory store on above rate. Any excess cement taken by the Contractor over and above the final theoretical consumption will be recovered at 50% higher than the above issue rate.
2. Calculation for cement consumption based on U.P.P.W.D. yard stick calculated on basis of actual execution shall be binding on the Contractor (as per list attached).
3. Wastage upto a maximum of 2.5% on structural steel and upto 5% on reinforcement shall be allowed. The cost shall be recovered for the entire quantity issued including wastage at prescribed rate. The scrap or unserviceable length of sections, which the Mill Society does not take back, which shall not exceed the wastage specified above, will be returned to the Mill Society and a credit for cost of this material at the issue rate as mentioned above be given to the Contractor. However the balance of the scrap shall be taken away by the Contractor without payment of any additional cost i.e. free of cost as the cost of the same has already been recovered from him while issuing the said steel.
4. If the wastage of steel is more than the limit prescribed in clause 3 above the Contractor shall have to pay for the additional wastage at 50% higher than the issue rate mentioned above.

NOTE:

1. A variation of 2% on either side will be admissible on the consumption based on the above consumption during actual execution of the work.
2. Cement will also be issued to the Contractor for constructing all level pillars, water tank platforms and for pointing only of all temporary buildings for labour and storage at issue rates mentioned in Schedule 'C' and shall be accounted for the variation mentioned above.

SECTION III: TECHNICAL E-BID

- III(A) e Bid FORM**
- III(B) SCHEDULE OF REQUIREMENTS**
- III(C) TECHNICAL SPECIFICATIONS**
- III(D) CONTRACT FORM**
- III(E) PERFORMANCE STATEMENT**
- III(F) CAPABILITY STATEMENT**
- III(G) PERFORMANCE SECURITY FORM**

SECTION III(C) TECHNICAL SPECIFICATIONS

All Civil works shall have to be carried out in accordance with detailed drawings and U.P. P.W.D./C. P.W.D. detailed specifications or relevant Indian Standard Code as applicable.

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

SECTION III(D) AGREEMENT

This Agreement is made on2023 between The Kisan Co-Operative Sugar Factory Ltd., Sarsawa (Saharanpur) a Cooperative Society within the meaning of the Cooperative Society Act - 1955 having its Head Office at Sarsawa, District Sarsawa, through Shri, General Manager of Mill Society (herein after referred to as “the Mills” which expression shall unless repugnant to the context there of include his successors and permitted assigns) of the one part and M/s.registered under the and having its’ office at through Shri, hereinafter referred to as ‘Contractor’ which expression shall unless repugnant to the context thereof include his Successors, assigns and representatives) of the other part.

WHEREAS the Mills has floated a Tender document bearing No. dated.....foras per details set out in the Tender document. The Contractor in response to the said Tender had quoted bid atwhich also include various terms & conditions as set out in the said Tender document. The Tender document along with enclosures and the bid quoted by the Contractor will form part of this Agreement.

Now, therefore, this Agreement witnesses as follows:-

1. ‘Engineer In charge’ means the person so appointed by the Mills.
2. ‘Work’ means construction of.....
3. The expression of the ‘satisfaction of the Mills’ include the satisfaction of the General Manager, Engineer In charge of the Mills or his authorized representative by the General Manager of the Mill.

The Mills decided to provide for construction of Civil Works which include proper completion of the work as per Mills requirement and as per Bill of Quantity mentioned herein after enclosed at above/below the rates given in the Bill of Quantity in Tender documents of Civil Work.

And the Contractor have further assured the Mill that they shall well in time do and carry out every held or found necessary for the execution of all works in workmen like manner according to detailed specifications attached hereto and in accordance with

any specification not given in detailed specification as per U.P. PWD detailed specification, relevant I.S. code to the satisfaction of the Mill.

And the Contractor has further offered to provide services for construction of above works. The work must be completely finished within the specified period as mentioned in the Tender document attached herewith.

IN WITNESS whereof the parties for and behalf of the The Kisan Co-Operative Sugar Factory Ltd, Sarsawa (Saharanpur) and M/s.
on behalf of the Contractor have herein set their seal on the day and the year first herein before written.

WITNESS:

For and on behalf of
The Kisan Co-Operative Sugar Factory
Ltd., Sarsawa (Saharanpur)

1.

2.

GENERAL MANAGER
Ist PARTY
For and on behalf of

WITNESS:

FOR M/S.
.....

1.

2.

IInd PARTY

SECTION III(A): e- bid FORM

IFB No XVI/2023-24

Date

To:

**The General Manager,
THE KISAN COOPERATIVE SUGAR FACTORY LTD.,
SARSAWA (SAHARANPUR)
(U.P)-247232**

Dear Sir,

Having examined the e-Bid Documents, we, the undersigned, offer to deliver.....

(Description of Goods and Services) in conformity with the said e-Bid (Section II) of the e-Bid Document and will , the particulars of our organization such as legal status, details of experience and past performance, capability statement and the required e-Bid EMD for Rs.

14000/- in the form of Demand Draft/Rtgs in favour of

THE KISAN COOPERATIVE SUGAR FACTORY LTD., payable at Saharanpur
is furnished with this e-Bid form.

We further undertake, if our e-Bid is accepted, to **CONSTRUCTION OF NALA ALONG RLY.LINE 200.00 R.M LONG** in accordance with the delivery schedule specified in the Schedule of Requirements (Section III (B)).

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

Until a formal contract is prepared and executed, this e-Bid, together with your written acceptance thereof and your notification of award shall constitute a binding contract between us. All the terms and conditions of the e-tender Document are acceptable to us.

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

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

Dated this.....day of20.....

Signature

(in the capacity of)

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

SECTION III(B): SCHEDULE OF REQUIREMENTS

Item Code	Brief Description	Destination	Delivery Schedule	e-Bid E.M.D
	As per the details given in the SECTION III (C) TECHNICAL SPECIFICATIONS	THE KISAN COOPERATIVE SUGAR FACTORY LTD.,SARSAWA (SAHARANPUR)	CONSTRUCTION OF NALA ALONG RLY.LINE 200.00 R.M LONG	Rs 14000/-

SECTION III (C) TECHNICAL SPECIFICATIONS

- **Specifications**

ITEM (A)- CONSTRUCTION OF NALA ALONG RLY.LINE 200.00 R.M LONG

ITEM (B)- Same as above items (A)

SECTION III(D) AGREEMENT

ACCEPTANCE OF ORDER WILL BE TREATED AS AGREEMENT EXECUTED

SECTION III(E) : PERFORMANCE STATEMENT

CONSTRUCTION OF NALA ALONG RLY.LINE 200.00 R.M LONG satisfactorily in previous
 Three year to sugar mills RFC or any public sector undertaking

Name of Company/Firm

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

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

SECTION III (F) : CAPABILITY STATEMENT (CS)

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

(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 Furnish Under Noted Information During The Technical Discussions With Documentary Proof:

S. No	Particulars	
1	The Bidder should have experience of civil work in sugar factory or pvt. Organization or Government Organization and must submit order copy.	
2	Acceptance of Civil Works for projects.	
4	Authorization letter by the competent authority for the authorized person	
5	Detail of E.M.D/Tender Fee	
6	Orders for Civil Works for projects already executed successfully in last three years in Govt./Private sector.	
7	Details of last three years turnover duly certified by Chartered Accountant	
8	Copy of last submitted Income Tax Return and PAN card (self attested)	
9	Details of GST Registration	
10	Central Excise Registration Certificate if applicable	
11	Status of the company along with names of Directors/Partners/Proprietor along with documents & list of Technical Staff & Equipment.	

Seal and signature of the bidder _____
 With Name of Authorized
 Official signing the agreement

Sl No	Clause	Instrument/ Documents required	Page No
•	Clause 4 (Invitation for e-Bids)	Cost of e-Bid Document in Physical Form	
•	-do-	Scanned Copy of Cost of e-Bid Document	
•	Clause 5 (Invitation for e-Bids)	e-Bid EMD in Physical Form	
•	ITB Clause 21.1 & 21.6	The Bidder should have experience of civil work in sugar factory or pvt. Organization or Government Organization and must submit order copy.	
•	ITB Clause 21.3	Copy of detail of FEE and EMD	
•	ITB Clause 21.4	Copy of Authorization letter by the competent authority for the authorized person.	
•	ITB Clause 21.5	Experience certificate for any Civil Works of type of projects.	
•	ITB Clause 21.8	Copies of details of last submitted Income Tax Return/PAN card (self attested).	
•	ITB Clause 21.9	details of Trade tax/ CST Registration/ TIN NO and Central Excise Registration Certificate	
•	ITB Clause 21.10	documentary proof of the Status of the company along with names of Directors/Partners/Proprietor, List of Technical staff and equipment along with documents	
•	ITB Clause 21.11	submit sample of the product to be given by the party along with technical bid (if applicable) duly stamped and signed by the e-bidder.	
•	SECTION II	Acceptance to the Conditions of Contract	
•	SECTION III(A)	e- bid Form	
•	SECTION III(B)	Schedule of Requirements	
•	SECTION III (E)	Performance Statement	
•	SECTION III (F)	CAPABILITY STATEMENT	
•	SECTION IV (A)	e-Bid Form	
•	SECTION IV (B)	BOQ	

SECTION IV: FINANCIAL e-Bid

IV (A) e-Bid FORM

IV (B) PRICE SCHEDULE/BOQ

SECTION IV(A) : e bid FORM

Date

FB No. / CONSTRUCTION OF NALA ALONG RLY.LINE 200.00 R.M LONG

The General Manager,

The Kisan Cooperative sugar Factory Ltd.,
Sarsawa (Saharanpur)
Dear Sir,

**Having examined the e-Bid Documents, we the undersigned, offer to supply.....
(Description of Goods and services) inconformity with the said e-Bid Documents for the rates as
may be ascertained in accordance with the schedule of rates attached herewith and made part of
this e-bid, and hereby undertake that we accept all terms and conditions of E-Tender/contract
(section II) of the e-Bid Document and will Fixing of Concertina Wire Over Boundary Wall. In
addition to this, the particulars of our organization such as legal status principal place of business,
details of experience and past performance, capability statement and the required e-Bid security in
the form of Demand Draft/RTGS in favour of The Kisan Cooperative sugar Factory Ltd. payable
at Saharanpur are furnished with this e-Bid form**

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

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

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

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

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

Datedday of20

.....
(Signature & Name of official)

.....
(In the capacity of)

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

SECTION IV(B): PRICE SCHEDULE / BOQ

Sl.No	Particulars	Rate
1	CONSTRUCTION OF NALA ALONG RLY.LINE 200.00 R.M LONG	

TERMS & CONDITION

1- Under signed reserved all right to cancel / rejects any or all tenders without Assigning any reason.

Dipti Deo Yadav
P.C.S
GENERAL MANAGER

Terms & Conditions:

- 1- The contractor shall be bound to execute the work as per Mill requirement on rates provided in the contract. Payment shall be made as per total stock capacity.
- 2- All the material required for the work is to be provided by contractor himself.
- 3- Income Tax shall be deducted from all bills as per standing order of Govt. payment /Adjustment made to the contractor as per Income Tax Act and trade tax act applicable from time to time and certified for the amount shall issued by the Mill Society whenever desired by the contractor.
- 4- The work complete work will be finished to the satisfaction of the Engineer in charge in the specific time.
- 5- The contractor shall be responsible for any repair and replacement of work or part of work resulting from defective execution, the contractor shall be responsible for removing any defect for a period of two years after the date of completion at his own cost, if no defect is noticed during this period security may be refunded.
- 6- The provision of the minimum Wages Act & Provident Fund and other labour Act will be observed by the contractor.
- 7- If contractor not complete the work within specified time, then penalty shall be imposed @1000/- per day will be charged from him but the total amount shall not be exceed 5% of the total value of the Contract.
- 8- GST will be extra if applicable. GST shall be deducted from all the payment made to the contractor as standing orders of the Govt. from time to time the Mill issue certificate for the amount deducted against GST whenever demanded by the contractor.
- 9- In case of any accident of your labour/technical staff at our Mill site, Mill not responsible for that.
- 10- All taxes such as VAT/CST/GST or any other tax as applicable shall be change actual in the bill.
- 11- You will have to make an Agreement for Rate; Term & Conditions on Rs.100/- Non Judicial Stamp Paper.
- 12- In case of any dispute, decision of General Manager, Chairman, and District Magistrate shall be final & binding on both the parties.
- 13- In case of any legal disputes Jurisdiction will be District Court, Saharanpur
- 14- Insurance of any your material will be taken by you. However, material under the shed shall be insured by us.

THE KISAN COOPERATIVE SUGAR FACTORY LTD., SARSAWA (SAHARANPUR)

CONDITIONS OF CONTRACT

- All the work shall be carried out as per P.W.D./C.P.W.D/L.N.V specifications.
- 5% security money will be deducted from each running bill which shall be refunded after one year.
- The undersigned reserves the right to accept or reject all the tenders without assigning any reason.
- The provision of minimum wages act will be observed by the contractor.
- Water and power/light shall be provided free of cost by the mill society at work site.
- The excellent quality of work as priority and credibility of the mill society.
- Income tax shall be deducted from all the payment made to the contractor as per standing orders of the Government from time to time and certificate for the amount deducted against income tax shall be issued by the mill society, whenever desired by the contractors. G.S.T. extra as applicable by mills. shall however be reimbursed on production G.S.T. deposit Challan to the mill society but the contractor will get G.S.T. registration in department.
- The quantity given here in the Bill of Quantity are approximate on either side and are subjected to variation the contractor shall bound to execute the quantities as per mill requirement on the rates as per contract bond.
- The Contractors shall in order to cover the risk of death or injury to their employees/labors or to the risk any claims arising out of any accident whatsoever will be take insurance policy as per labour laws to satisfaction of the Mill 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.
- On completion of the work and ;before the final payment is made the site cleared form all the wastage materials by the contractor and nothing extra shall be paid for this.
- The earnest money deposited by the successful tenderer shall be converted into and form party of security deposit for the performance of the contract. The performance period shall be one year from date of completion.
- All bills would be liable to deduction of 3% towards security beside the 2% earnest money. So as to make the total security amount of 5%.This amount shall be refunded after expiry of guarantee period one year for all work civil excluded godown sheeting work guaranty will be 2 year if work is satisfactory. In case any defect during the above are found, the contractor shall have to rectify the same within/days on free of cost.

- The work must be completely finished within schedule time form date of receipt of order to commence the work failing which penalty shall be imposed Rs.100/- per day. But the total amount shall not exceed 5% of the total value of the contract.
- 70% secured advance shall be given to the contractor against the actual cost of required materials at site as per wishing or recommendation of A.E..(Civil).
- The decision of Administrator shall be final on arising out any dispute or difference between the factory and the contractor regarding execution of the work and payments etc.
- Steel (structural and reinforcement) and G.C.I. sheets to be issued to the contractor for incorporation in the work shall be issued by the factory free of cost under schedule "C". The contractor shall be paid only labours rates for the works for which reinforcement steel, structural steel and G.C.I. sheet shall be used.
- Extra items if required shall have to execute with reference to the nearest item of bond current U.P. P.W.D rates to whichever is less or on the basis of current market rate and actual cost of execution plus 10% contractor profit and overheads.
- Contraction shall produce than Experience Certificate also work order copy of such nature of work & 25% amount of the work otherwise tender will not consider.
- Contractor shall provided last 3 year Balance sheet or Income tax Return Positively otherwise tender will not consider.
- Cement Provided will be Factory Level cost of Rs. 250.00 Per Bag (50 Kg)
- TMT Bar & Any Steel Angel Chanel /Plate will be provided by Factory.

A.E..(CIVIL).

GENERAL MANAGER.

SECTION IV(B): PRICE SCHEDULE / BOQ

Validate Print Help

Percentage BoQ

Tender Inviting Authority: THE KISAN CO_OPERATIVE SUGAR FACTORY LTD., SARSAWA (SAHARANPUR)

Name of Work: COMPETITIVE CONSTRUCTION OF NALA ALONG RLY.LINE 200.00 R.M Long

Contract No: THE KCSF LTD., SARSAWA/Civil/01/2023-24

Name of the Bidder/ Bidding Firm / Company :							
PRICE SCHEDULE							
(This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevent columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only)							
NUMBER #	TEXT #	NUMBER #	TEXT #	NUMBER	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	5	6	7	53	55
1	CONSTRUCTION OF NALA ALONG RLY.LINE 200.00 R.M Long						
1.01	Earth work in excavation in ord. soil including lead upto 30m and lift 1.50 m..... 251	180.00	Cum	90.00		16200.00	INR Sixteen Thousand Two Hundred Only
1.02	P.C.C in 1:4:8 in foundation and under floor including cost of all material ,labor T&P etc.	24.00	Cum	4850.00		116400.00	INR One Lakh Sixteen Thousand Four Hundred Only
1.03	M.S work in Plane Size in R.C.C /R.B in reinforcement(only labor rate) TMT steelshall be provided by mill free of Cost)	2.80	M.T	15000.00		42000.00	INR Forty Two Thousand Only
1.04	M-150Brick work in 1:4 Cement and sand mortar in Found.	10.00	Cum	5452.00		54520.00	INR Fifty Four Thousand Five Hundred & Twenty Only
1.05	12 mm th. Plaster in 1:4 Cement and sand mortar584	150.00	Sqm	150.00		22500.00	INR Twenty Two Thousand Five Hundred Only
1.06	Including cost of all material ,labor T&P etc..... 285	64.80	Cum	6730.00		436104.00	INR Four Lakh Thirty Six Thousand One Hundred & Four Only
1.07	P.C.C in 1:2:4 cement ,C/sand ,Grit 20mm in floor	5.00	Cum	5830.00		29150.00	INR Twenty Nine Thousand One Hundred & Fifty Only
Total in Figures						716874.00	INR Seven Lakh Sixteen Thousand Eight Hundred & Seventy Four Only
Quoted Rate in Figures			Select			0.00	INR Zero Only
Quoted Rate in Words		INR Zero Only					