

**THE KISAN SAHKARI CHINI MILLS LTD.,
TILHAR-SHAHJAHANPUR (U.P.)**

Telephone: (05841) 243573	Email: cosugartilhar@gmail.com
	Website: www.upsugarfed.org

**COMPETITIVE e-bidding
FOR
JOB WORK OF SUGAR HANDLING IN SUGAR GODOWN & SUGAR DRYER
HOUSE IN SEASON 2023-24**

E-bid REFERENCE	KSCM-TILHAR/325/09.06.2023
LAST DATE AND TIME FOR SUBMISSION OF E-Bids	09/08/2023 UPTO 06:55 PM
DATE AND TIME OF OPENING OF ON LINE TECHNICAL e-Bids	10/08/2023 AT 10:00 AM
PLACE OF OPENING OF e-Bids	THE KISAN SAHKARI CHINI MILLS LTD., NEAR RAILWAY STATION (N.R.) TAHSIL-TILHAR DISTT- SHAHJAHANPUR. (UTTAR PRADESH) PIN CODE-242307
ADDRESS FOR COMMUNICATION	GENERAL MANAGER THE KISAN SAHKARI CHINI MILLS LTD., NEAR RAILWAY STATION (N.R.) TAHSIL-TILHAR DISTT- SHAHJAHANPUR. (UTTAR PRADESH) PIN CODE-242307
e-Bid E.M.D	Rs.300000/- (Rs Three Lac Rupees Only)
Bank Detail For R.T.G.S.	Name of Beneficiary } – The Kisan Sahkari Chini Mills Ltd. Address – Tilhar, Distt.-Shahjahanpur Name Of Bank - State Bank Of India Branch – Tilhar- Shahjahanpur Account No. - 11229785341 IFSC Code - SBIN 0000 725

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 590.00

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THE KISAN SAHKARI CHINI MILLS LTD.,

TILHAR-SHAHJAHANPUR (UTTAR PRADESH)

Ph no. 05841-243573

E mail : cosugartilhar@gmail.com

e- TENDER NOTICE

Ref no.KSCM-TILHAR/325/09.06.2023

Online E-Tenders are invited from manufacturers/ authorized distributors /Importers/Stockiest/Channel partners/Authorized dealers (as per details given in tender documents) for supply of following items to THE KISAN SAHKARI CHINI MILLS LTD., TILHAR-SHAHJAHANPUR. The e-tender documents with detailed specifications make terms and conditions etc. Can be downloaded from e- portal & federation website as per mentioned below.

SL NO.	Particulars	Technical bid opening at 10.00 PM	Commercial bidOpening 03.00 PM	E.M.D	Starting date of uploading of E-Tender
1	JOB WORK OF SUGAR HANDLING IN SUGAR GODOWN & SUGAR DRYER HOUSE	10/08/2023	10/08/2023	300000/-	02/08/2023

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 02/08/2023 at 06:55 PM from where tender documents may be downloaded by any tenderer. The tender fee is Rs. 590/- (non refundable) and required E.M.D by way of demand draft scheduled bank in favour of THE KISAN SAHKARI CHINI MILLS LTD, payable at TILHAR 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.

GENERAL MANAGER

INVITATION FOR e-BidS

1. Online e-bids are invited **Job work of Sugar handling in SUGAR GODOWN & SUGAR DRYER HOUSE**. 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 02/08/2023 at 06:55 PM**. 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 02/08/2023 at 06:55 PM at e-Procurement web site http://etender.up.nic.in and Federation's website www.upsugarfed.org
(b)	Availability of tender document on website	02/08/2023 from 06:55 PM at e-Procurement web site http://etender.up.nic.in And Federation's website www.upsugarfed.org
(c)	Clarification start date & time	02/08/2023 from 06:55 PM
(d)	Clarification end date & time	09/08/2023 upto 06:55 PM
(e)	e-Bid submission start date & time (Submission of e-tender fee, EMD and other supporting documents in PDF/XLS format)	02/08/2023 from 06:55 PM
(f)	e-Bid submission end date & Time	09/08/2023 upto 06:55 PM
(g)	Online technical e-Bid opening date & time	10/08/2023 at 10:00 AM
(h)	Online financial e-Bid opening date & time (Only of technically qualified bidders)	10/08/2023 at 03:00PM

(i)	Venue of opening of technical & financial e-Bids	THE KISAN SAHKARI CHINI MILLS LTD. TILHAR-SHAHJAHANPUR (UTTAR PRADESH) PIN CODE-242307
(j)	Contact officer	Name: Mr. R.L.PRAJAPATI Chief Chemist Mob. No. 9193724377
(k)	Cost of e-Bid document	Rs 590.00 (Rupees Five Hundred Ninety Only) (Non-refundable)
(l)	e-Bid E.M.D	Rs 300000/- (Rupees Three Lac Only)

4. The bidders need to submit the proof/cost of e-Bid document/processing as stated in the above through RTGS/NEFT/Demand Draft in favour of The Kisan Sahkari Chini Mills Ltd. (herein after referred as KSCM/Purchaser) payable at Tilhar-Shahjahanpur. The scanned copy of the NEFT or RTGS Detail/Demand Draft must be enclosed along with the e-Bids but the original Demand Draft should reach the office of KSCM /Purchaser at Tilhar before opening of technical e-Bid.
5. All e-Bid must be accompanied by e-Bid Earnest Money Deposit (EMD) in the form of NEFT/RTGS/Demand Draft, drawn in favour of The Kisan Sahkari Chini Mills Ltd., Tilhar. 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 Tilhar 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.
10. 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

01.Sri Chandra Bhan Singh	A.E.D.P	(Chini Mill Tilhar) 7318033368
02.Sri H K Shahi	C.A.	(Chini Mill Tilhar) 7880888975
03.Sri R L Prajapati	C.C.	(Chini Mill Tilhar) 9193724377
04.Sri Mahendra Yadav	C.E.	(Chini Mill Tilhar) 7007549631

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 TheKisanSahkariChini Mills Ltd, Tilhar 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 590.00 (Rupees Five Hundred Ninety Only)** through Demand Draft payable in favour of TheKisanSahkariChini Mills Ltd, Tilhar. The scanned copy of the Demand Draft must be enclosed along with the e-Bid but the original Demand Draft should reach the Mill office before opening of the technical e-Bid.

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 cosugartilhar@gmail.com.

4. Amendment of e-Bid Document

- 4.1 At any time prior to the deadline for submission of e-Bid, the Mill may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the e-Bid document by amendments. Such amendments shall be uploaded on the e-Procurement website [http:// etender.up.nic.in](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 Mill shall not be responsible for it.
- 4.3 In order to allow prospective e-Bidders a reasonable time to take the amendment into account in preparing their e-Bids, the Mill, at his discretion, may extend the deadline for the submission of e-Bids. Such extensions shall be uploaded on the e-Procurement website <http://etender.up.nic.in> and Mill 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 Mill shall be written either in English or Hindi language. The correspondence and documents in Hindi must be accompanied by embedded/separate Hindi font files. Only English numerals shall be used in the e-Bid.

6 Documents Constituting the e-Bid

- 6.1 The e-Bid prepared by the bidder shall comprise the following components:
- (a) **Technical e-Bid** - Technical e-Bid will comprise of:
- (i) **Fee Details** includes copies of e-tender document processing/Cost and e-Bid Earnest Money Deposit 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 The Bidder shall quote separately in the downloaded spread sheet file for the price of **Job work of Sugar handling in SUGAR GODOWN & SUGAR DRYER HOUSE**.to be supplied to Mill.
- 8.2 The price of **Job work of Sugar handling in SUGAR GODOWN & SUGAR DRYER HOUSE** including all duties to be paid by the supplier.
- 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 various Job work of Sugar handling in SUGAR GODOWN & SUGAR DRYER HOUSE. 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 300000/- (Rupees Three Lac only) in form of Demand Draft/RTGS, in favour of The Kisan Sahkari Chini Mills Ltd., Tilhar and other credit amount in the factory account, non conditional amount of E-Bidder. The scanned copy of the e-Bid EMD must be submitted along with the e-Bid and the original should reach the Mill office at Tilhar 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 Mill 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 payable in favour of The Kisan Sahkari Chini Mills Ltd payable at Tilhar-Shahjahanpur.

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 Mill, 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 Mill in accordance with ITB Clause 28; or

(ii) To furnish performance security in accordance with ITB Clause 29.

13 Period of Validity of e-Bid

- 13.1 e-Bid shall remain valid upto 210 days and the Rate contract for the period upto which the crushing of season 2023-24 continues of the The Kisan Sahkari Chini Mills Ltd.,Tilhar-Shahjahanpur or whichever is later after the date of e-Bid opening prescribed by the Mill, pursuant to ITB Clause 16. An e-Bid valid for a shorter period shall be rejected by the Mill as non-responsive.
- 13.2 In exceptional circumstances, the Mill may solicit the bidder's consent to an extension of the period of e-Bid validity. The request and the response thereto shall be made in writing. A bidder may refuse the request without forfeiting its e-Bid security. A bidder granting the request will not be required nor permitted to modify its e-Bid.

14 Format and Signing of e-Bid

- 14.1 The bidder shall prepare one electronic copy each of the Technical e-Bid and Financial e-Bid separately.
- 14.2 The e-Bid document shall be digitally signed, at the time of uploading, by the bidder or a person or persons duly authorized to bind the bidder to the Contract. The 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 Mill. Bid Submission can be done only from the Bid Submission start date and time till the Bid Submission end date and time given in the e-tender. Bidders should start the Bid Submission process well in advance so that they can submit their e-Bid in time. The bidders should submit their e-Bid considering the server time displayed in the e-Procurement website. This server time is the time by which the e-Bid submission activity will be allowed till the permissible time on the last/end date of submission indicated in the e-tender schedule. Once the e-Bid submission date and time is over, the bidders cannot submit their e-Bid. For delay in submission of e-Bid due to any reasons, the bidders shall only be held responsible.

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

- 15.1 For participating in e-Bid through the e-tendering system, it is necessary for the bidders to be the registered users of the e-Procurement website <http://etender.up.nic.in>. The bidders must obtain a User Login Id and Password by registering themselves with U.P. Electronics Corporation Ltd , 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 Mill shall not be held responsible if the bidder tries to submit his/her e-Bid at the last moment before end date of submission but could not submit due to DSC registration problem.

- 15.3 The bidder can search for active tenders through "Search Active tenders" link, select a tender in which he/she is interested in and then move it to 'My Tenders' folder using the options available in the e-Bid Submission menu. After selecting and viewing the tender, for which the bidder intends to e-Bid, from "My Tenders" folder, the bidder can place his/her e-Bid by clicking "Pay Offline" option available at the end of the view tender details form. Before this, the bidder should download the e-tender document and Price Schedule/Bill of Quantity (BOQ) and study them carefully. The bidder should keep all the documents ready as per the requirements of e-tender document in the PDF format except the Price Schedule/Bill of Quantity (BOQ) which should be in the XLS format (Excel sheet).
- 15.4 After clicking the 'Pay Offline' option, the bidder will be redirected to the Terms and Conditions page. The bidder should read the Terms & Conditions before proceeding to fill in the Tender Fee and EMD offline payment details. After entering and saving the Tender Fee and EMD details, the bidder should click "Encrypt & Upload" option given in the offline payment details form so that "Bid Document Preparation and Submission" window appears to upload the documents as per Technical (Fee details, Qualification details, e-Bid Form and Technical Specification details) and financial (e-Bid Form and Price Schedule/BOQ) schedules/packets given in the tender details. The details of the 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 Mill reserves the right to cancel any or all e-Bids without assigning any reason.

16-Deadline for Submission of e-Bid

- 16.1 e-Bid (Technical and Financial) must be submitted by the bidders at e-Procurement website <http://etender.up.nic.in> not later than 09/08/2023 upto 06.55 P.M and the date as mentioned on page 4 (as the server time displayed in the e-Procurement website).
- 16.2 The Mill may, at its discretion, extend this deadline for submission of e-Bid by amending the e-Bid document in accordance with ITB Clause 4, in which case all rights and obligations of the Mill and bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

17 Late e-Bid

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

18 Withdrawal and Resubmission of e-Bid

- 18.1 At any point of time, a bidder can withdraw his/her e-Bid submitted online before the bid submission end date and time. For withdrawing, the bidder should first log in using his/ her Login Id and Password and subsequently by his/her Digital Signature Certificate on the e-Procurement website <http://etender.up.nic.in>. The bidder should then select "My Bids" option in the Bid Submission menu. The page listing all the bids submitted by the bidder will be displayed. Click "View" to see the details of the e-Bid to be withdrawn. After selecting the "Bid Withdrawal" option, the bidder has to click "Yes" to the message "Do you want to withdraw this bid?" displayed in the

Bid Information window for the selected bid. The bidder also has to enter the bid Withdrawing reasons and upload the letter giving the reasons for withdrawing before clicking the "Submit" button. The bidder has to confirm again by pressing "Ok" button before finally withdrawing his/her selected e-Bid.

- 18.2 The bidder has to request the Mill with a letter, attaching the proof of withdrawal and submission of e-Bid EMD in the office of Mill, to return back the e-Bid 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 Mill.

- A-1 The Mill will open all technical e-Bids, in the presence of bidders' representatives who choose to attend at **10:00 AM on 10/08/2023** at The Kisan Sahkari Chini Mills Ltd., Tilhar-Shahjahanpur. The bidder's representatives who are present shall sign a register evidencing their attendance. In the event of the specified date of e-Bid opening being declared a holiday for the Mill, the e-Bids shall be opened at the appointed time and place on the next working day.
- A-2 The bidder's names and the presence or absence of requisite e-Bid security and such other details as the Mill at its discretion may consider appropriate will be announced at the opening. The name of such bidders not meeting the Technical Specifications and qualification requirement shall be notified subsequently.
- A-3 The Mill 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 Mill shall notify those bidders whose technical e-Bids were considered non-responsive to the Conditions of the Contract and not meeting the technical specifications and Qualification Requirements indicating that their financial e-Bids will not be opened. The Mill will simultaneously notify the bidders, whose technical e-Bids were considered acceptable to the Mill. The notification may be sent by letter, fax or by e-mail.

B.2 The financial e-Bids of technically qualified bidders shall be opened on 10/08/2023 at 03:00PM 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 Mill will prepare the minutes of the e-Bid opening.

20 Clarification of e-Bid

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

21 Evaluation of technical e-Bid and Evaluation Criteria

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

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

21.1 The bidder should have adequate experience in Job work of Sugar handling in SUGAR GODOWN & SUGAR DRYER HOUSE Conformity to e-Bid Documents for our sugar factory for which past three years 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.

21.4 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 **Job work of Sugar handling in SUGAR GODOWN & SUGAR DRYER HOUSE**.
 - The bidder shall submit the copies of orders for satisfactory of sugar **Job work of Sugar handling in SUGAR GODOWN & SUGAR DRYER HOUSE**. The bidder should submit the detail of last three years turnover duly certified by Chartered Accountant.
- 21.5 The bidder shall submit the copies of the last submitted Income Tax Return & PAN card (copy self attested).
- 21.6 The bidder shall submit the copies of the details of Trade Tax/ CST registration/ TINNO/Central Excise Registration.
- 21.7 The bidder shall submit the documentary proof of the Status of the company along with names of Directors/Partners/Proprietor along with documents.
- 21.8 The bidder shall submit the sample of the product to be given by the party along with technical bid (if feasible)
- 21.9 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 Mill shall be rejected and may not be subsequently made responsive by the bidder by correction of the non-conformity. The e-Bids of bidders mentioning any of their conditions which are not mentioned in the e-tender document or are not in conformity with the conditions of the contract shall be rejected.
- 21.10 It shall be the discretion of the Mill to decide as to whether an e-Bid fulfils the evaluation criterion mentioned in this e-tender or not.
- 21.11 The bidders are advised not to mix financial bid documents with the PDF documents submitted for technical bid. The e-Bids of the bidders having financial bid document in the technical bid will out rightly be rejected

22 Financial Evaluation and Comparison of e-Bid

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

- 22.2 No additional payments shall be made for completion of any contractual obligation beyond the quoted prices. If the supplier does not accept the correction of errors if any, its e-Bid shall be rejected and its e-Bid security may be forfeited.
- 22.3 No weightage/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 Mill's evaluation of a Financial bid shall be based on in terms of rate quoted including VAT of Govt of Uttar Pradesh/CST/GST, by the bidder including supply of ordered quantity of **Job work of Sugar handling in SUGAR GODOWN & SUGAR DRYER HOUSE.**
- 22.5 Offered such price to include all costs as well as duties and taxes paid , payable on components and raw material incorporated or to be incorporated in the goods, and Excise duty on the finished goods, if payable and price of incidental services, freight, insurance and other costs within India incidental to the delivery of the goods to their final destination as mentioned in para 8.2 of ITB.
- 22.6 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 KSCMTilhar-Shahjahanpur.

23 Contacting the Mill

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

(D) AWARD OF CONTRACT

24 Award Criteria

- 24.1 The Mill will determine to its satisfaction whether the bidder(s) that is selected as having submitted the lowest rate (L-1) evaluated responsive bid meets the criteria specified in ITB Clause 10.2, and is qualified to perform the contract satisfactorily.
- 24.2 Subject to ITB Clause 26, the Mill will award the contract to the lowest rate(L-1) evaluated successful Bidder whose bid has been determined to be responsive to all the conditions of the contract and meeting the Technical specification and qualification requirement of the Bidding Document.
- 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 Mill right to vary Quantities at the Time of Award

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

26 Mill right to accept any e-Bid and to reject any or all e-Bids

- 26.1 The Mill 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 Mill 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 **Successful bidders will have to deposit equal amount security money in addition to E.M.D.** 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 and satisfactory completion of crushing season.

8-Signing of Contract

At the same time as the purchase notifies the successful bidder that its bid has been accepted, the mill will inform the bidder accordingly

29- Performance/ Supply Security

The successful bidder shall deposit the security money as equal amount of E.M.D. No interest will be paid on security. The security deposited with Federation shall be subjected to timely & satisfactory supply 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.

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

1. Eligibility:

E Tender are invited from reputed Contractors **Job work of Sugar handling in SUGAR GODOWN & SUGAR DRYER HOUSE**

• 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.

Arbitration

Any dispute arising between the Purchaser and the Supplier shall be referred to a sole Arbitrator. The Arbitrator appointed by District Magistrate Shahjahanpur 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 KisanSahkariChini Mills Ltd. Tilhar-Shahjahanpur 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 KisanSahkariChini Mills LtdTilhar-Shahjahanpur 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 Tilhar. 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 Allahabad and Courts sub-ordinate thereto 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 CGST FACILITY for the items on which the same is available. They will provide all necessary documents such as Excise Invoice etc to our mill societies for enabling them to claim CGST 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.

नियम एवं शर्त :-

- 1- सत्र 2023-24 में शुगर बैग्स हैण्डलिंग एवं ड्रायर हाउस सम्बन्धी कार्यों को सुचारू रूप से सम्पादित कराने के लिये निविदादाता को मिल एवं बाह्य गोदामों में पर्याप्त मात्रा में पल्लेदारों/श्रमिकों की व्यवस्था करनी होगी। श्रमिकों के दुर्घटना बीमा आदि की व्यवस्था निविदादाता को स्वयं करनी होगी तथा इसका उत्तरदायित्व निविदादाता का होगा। निविदादाता द्वारा गतवर्ष की कार्य दरों की जानकारी मिल कार्यालय से किसी भी कार्य दिवस में मिल कार्यालय से प्राप्त की जा सकती है।
- 2- एल-1 निविदादाता का निर्धारण ई-निविदा में प्राप्त हुई न्यूनतम दरों के आधार पर किया जायेगा एवं एल-1 निविदादाता से ही कमेटी द्वारा निगोशियेशन किया जायेगा।
- 3- निविदादाता को उपरोक्त उल्लिखित शुगर बैग्स हैण्डलिंग एवं ड्रायर हाउस सम्बन्धी कार्यों को यथानिर्देशित नियत समय/दिन से प्रारम्भ करना होगा, जो आगामी पेराई सत्र 2024-25 हेतु दरों के निर्धारण तक प्रभावी रहेगा।
- 4- निविदादाता को पेराई सत्र के दौरान उपरोक्तानुसार वर्णित कार्यों के सम्पादन हेतु मिल की यथाअवश्यकता तीनों पालियों में उत्पादित बोरों को चीनी गोदामों में शिपिंग कराये जाने हेतु पर्याप्त संख्या में पल्लेदारों/श्रमिकों की व्यवस्था सुनिश्चित करनी होगी तथा प्रतिदिन की उत्पादित चीनी को प्रत्येक दशा में उसी दिन रात्रि 11:00 बजे तक उत्पादित चीनी भरे/तुलें समस्त बोरों को ड्रायर हाउस से गोदामों में शिपिंग कराते हुये प्रतिदिन पूर्णतया खाली करना होगा तथा प्रतिदिन 11:00 बजे तक उत्पादित बोरों की गोदामों में शिपिंग न हो पाने की स्थिति में प्रति बोरों निर्धारित शिपिंग दर का चार गुना अर्थदण्ड ठेकेदार के बिलों एवं अन्य देयों से वसूला जायेगा तथा इस प्रकार कार्य में पुनः व्यवधान की पुनरावृत्ति पाये जाने पर उपरोक्तानुसार वर्णित अर्थदण्ड के अतिरिक्त निविदादाता की धरोहर धनराशि जब्त करते हुये ठेका निरस्त करने की कार्यवाही सुनिश्चित की जायेगी।
- 5- मिल द्वारा गोदामों में भण्डारित विगत वर्षों की चीनी की लाटें भी आवश्यकतानुसार निर्धारित ऊंचाई तक दूसरे चट्टों में लगाने तथा एक गोदाम से दूसरे गोदाम में स्थानान्तरित कराने का कार्य आवश्यकतानुसार कराया जा सकता है।
- 6- निविदादाता को यह सुनिश्चित करना होगा कि प्रत्येक दिवस उत्पादित सभी चीनी से भरे बोरों को दूसरे दिन प्रातः 10 बजे से पूर्व निर्देशानुसार चीनी के गोदामों में पहुंचा दिया गया है। यदि निविदादाता, इस प्रकार सभी भरे हुये बोरों को शिपिंग करने (पहुंचाने में) असफल रहता है तब मिल के प्रधान प्रबन्धक को उठान से अवशेष रहे बोरों पर आर्थिक दण्ड निर्धारित करने का अधिकार सुरक्षित होगा।
- 7- निविदादाता द्वारा प्रस्तुत प्रत्येक पाक्षिक बिलों के भुगतान से 10 प्रतिशत की कटौती बतौर जमानत राशि के रूप में की जायेगी, इस धनराशि पर मिल द्वारा किसी भी प्रकार का ब्याज देय नहीं होगा तथा इस कटौती किये गये धन को कार्य सुचारू रूप से सम्पादित होने के एक माह उपरान्त सक्षम अधिकारी की संस्तुति/आख्या के पश्चात् वापस किया जायेगा। मिल के ठेकेदार के बिलों से निर्धारित की गयी पैनाल्टी/क्षति को पूर्ण अथवा आंशिक रूप से वसूल करने का अधिकार प्रधान प्रबन्धक को सुरक्षित होगा।
- 8- कार्य कराते समय निविदादाता अथवा उसके द्वारा नामांकित/अधिकृत प्रतिनिधि को मिल में उपस्थित रहना अनिवार्य होगा।
- 9- निविदादाता अथवा उसके नामांकित/अधिकृत प्रतिनिधि से मिल को यदि किसी प्रकार की आर्थिक क्षति पहुंचती है तो उसकी भरपाई निविदादाता के बिलों/मिल में जमा शेष राशि से की जायेगी।
- 10- यदि निविदादाता अनुबंध में उल्लिखित कार्य को आंशिक अथवा सम्पूर्ण रूप से करने में असफल रहता है तो मिल इस कार्य को किसी अन्य से सम्पन्न करा लेगी तथा कार्य को सम्पन्न कराने में जो भी अतिरिक्त व्यय होगा, उसका चार गुना ठेकेदार के बिल व जमा जमानत राशि अथवा अन्य देयों से वसूल कर लिया जायेगा।
- 11- निविदादाता द्वारा उक्त कार्य में नियोजित किये जाने वाले श्रमिकों के वेतन/पी0एफ0 मुआवजा आदि का सम्पूर्ण उत्तरदायित्व उसी का होगा। निविदादाता का यह भी दायित्व होगा कि न्यूनतम वेतन भुगतान

- अधिनियम/कारखाना अधिनियम अथवा अन्य श्रम कानूनों के समस्त नियम/उपनियम जो भी उसके द्वारा नियुक्त कर्मचारियों/श्रमिकों पर लागू होते हों, का परिपालन नियमानुसार हो। इस सम्बन्ध में मिल प्रबन्धन, आवश्यक दिशा निर्देश भी दे सकती है, जिसे मानने के लिये निविदादाता बाध्य होगा।
- 12- निविदादाता को इस ठेके को समाप्त करने, सहअनुबंध करने अथवा अन्य को हस्तान्तरित करने का अधिकार नहीं होगा।
 - 13- यदि निविदादाता का कार्य संतोषजनक नहीं पाया जाता है अथवा अनुबंध की किसी शर्त का अनुपालन नहीं किया जाता है, तो प्रधान प्रबन्धक को यह अधिकार होगा कि वह 24 घंटे का नोटिस देकर ठेका समाप्त कर किसी अन्य को दे दें, जिस पर निविदादाता को कोई आपत्ति नहीं होगी।
 - 14- निविदादाता को यह भी सुनिश्चित करना होगा कि चीनी के लदान हेतु बाहर से आये वाहनों में उसी दिन चीनी का लदान हो जाये। ठेकेदार की लापरवाही से यदि लदान नहीं हो पाता है तथा वाहनों अथवा ट्रकों पर हाल्टेज/डैमरेज आदि लगता है तो इसकी भरपाई निविदादाता से की जायेगी।
 - 15- कार्य के दौरान यदि ठेकेदार द्वारा नियोजित श्रमिकों के साथ कोई घटना/दुर्घटना घटित होती है तो उसका उत्तरदायित्व निविदादाता का होगा, मिल का इसके लिये कोई सरोकार नहीं होगा।
 - 16- निविदादाता को अपने श्रमिकों के खाने-पीने-ठहरने आदि की व्यवस्था स्वयं करनी होगी।
 - 17- निविदादाता को कार्य प्रारम्भ करने से पूर्व कान्ट्रैक्ट एक्ट एवं सेवाकर के अन्तर्गत पंजीकरण कराकर उसका प्रमाण प्रस्तुत करना अनिवार्य होगा।
 - 18- यदि निविदादाता पर राज्य सरकार/केन्द्र सरकार या उसके अधीनस्थ विभागों द्वारा कोई अतिरिक्त टैक्स/जी0एस0टी0 आदि निर्धारित की जाती है तो उसका उत्तरदायित्व निविदादाता का होगा। उपरोक्त के अतिरिक्त निविदादाता पर किसी नियम, उपनियम, अधिनियम के उल्लंघन के फलस्वरूप कोई पैनाल्टी/जुर्माना आदि किसी न्यायालय/विधिक अर्थांरिटी/किसी सरकारी विभाग द्वारा लगाया जाता है तो उसका भी पूर्ण उत्तरदायित्व निविदादाता का होगा।
 - 19- कार्य के दौरान निविदादाता द्वारा लगाये गये पल्लेदारों/श्रमिकों द्वारा किसी भी दशा में हुक का प्रयोग करते पाये जाने पर रु0 1000.00 तत्काल पैनाल्टी मिल कोष में जमा करनी होगी तथा चीनी गोदामों में भण्डारित चीनी के चट्टों के ऊपर तिरपाल एवं फर्श पर चटाई व पॉलीथीन आदि डालने का कार्य ठेकेदार को सम्पन्न कराना होगा।
 - 20- मिल की नियमित बंदी या मिल में सामान्य सफाई अथवा किसी प्रकार की प्राकृतिक आपदा एवं दुर्घटनायुक्त रूकावट या यांत्रिक खराबी अथवा अन्य परिस्थितियों में जब चीनी उत्पादन बंद हो जाये तो कार्य सम्पादन न होने पर निविदादाता, लगाये गये अपने श्रमिकों पर होने वाले व्यय को स्वयं वहन करेगा।
 - 21- मिल कर्मचारी अथवा उसके सम्बन्धी को निविदा में भाग लेने का अधिकार नहीं होगा।
 - 22- उपरोक्त ठेका कार्य के लिये मिलों में लदान सम्बन्धी कार्य कुशलतापूर्वक सम्पन्न किये जाने का अनुभव प्रमाण पत्र निविदा प्रपत्र के साथ प्रस्तुत करना अनिवार्य होगा।
 - 23- मिल के प्रधान प्रबन्धक को बिना कारण बताये कोई भी एक अथवा समस्त निविदाओं को निरस्त करने का अधिकार सुरक्षित होगा तथा सशर्त निविदा अथवा धरोहर राशि के अभाव में निविदा स्वीकार नहीं की जायेगी।
 - 24- चीनी लोडिंग के पश्चात चट्टे में बचे शेष बोरियों को गिनती/गणना योग्य रखना ठेकेदार का दायित्व होगा।
 - 25- सत्र 2023-24 में ड्रायर हाउस सम्बन्धी कार्यों का सम्पादन मिल की पालियों के अनुसार होगा। निविदादाता को मिल के निर्देशानुसार तीनों पालियों में अलग-अलग पर्याप्त संख्या में अनुभवी लेवर लगाने होंगे। किसी भी दशा में शुगर बिन जाम नहीं होना चाहिये। खुले व सिले बोरों को तत्काल सम्बन्धित मशीन से अलग हटाना होगा।
 - 26- चीनी के बोरे ग्रेड वाइज, कतारवद्ध लगाने चाहिये, एम-30 के बोरे एस-30 में नहीं मिलाने चाहिये।
 - 27- हापर व ग्रेडर की जालियां बराबर साफ कराते रहना होगा, जिससे ग्रेडिंग प्रभावित न हो। इस कार्य के लिए ठेकेदार को मजदूर लगाने होंगे।

- 28-बोरोंपर एम-30 व एस-30 का स्पष्ट मार्का लगा होना चाहिये।
- 29-ड्राई सीड के बोरों को एलीवेटर तक ले जाकर डालने के लिये प्रत्येक दिन तीनों शिफ्टों में मिल के निर्देशानुसार दो लेवर/पर्याप्त संख्या में लेवर लगाकर कार्य सम्पन्न कराना होगा। तीनों पालियों में उक्त का सत्यापन पाली रसायनविद्/मुख्य रसायनविद् द्वारा किये जाने पर ही भुगतान किया जायेगा।
- 30-ड्रायर हाउस का कार्य शुगर बिन सिस्टम के अन्तर्गत सम्पन्न होगा, जिसको सुचारू रूप से चलाने के लिये ठेकेदार को पर्याप्त संख्या में श्रमिक तीनों पालियों में लगाने होंगे। कम श्रमिक लगाये जाने के कारण कार्य प्रभावित होने की स्थिति में मिल समिति द्वारा श्रमिकों की व्यवस्था की जायेगी तथा मिल समिति द्वारा लगाये गये श्रमिकों के पारिश्रमिक की चार गुनी कटौती ठेकेदार के बिल एवं अन्य देयों से वसूली जायेगी।
- 31-पाली में निकली गीली चीनी/रोड़ों के बोरों को पालीवार ही गलाये तथा पाली रसायनविद् से सत्यापित करायें। किसी भी दशा में गीली चीनी/रोड़ी चीनी को ड्रायर हाउस में जाम नही लगना चाहिये।
- 32- बोरों की सिलाई ठीक प्रकार से होनी चाहिये, यदि कभी बैग स्टीचिंग मशीन खराब होती है तो तत्काल मजदूरों द्वारा हैण्ड स्टीचिंग मशीन से बोरों को सिलवाना होगा। किसी भी दशा में बिना सिले बोरे ड्रायर हाउस में नही होने चाहिये।
- 33- बोरों पर मार्का लगाने हेतु पढ़ा-लिखा मजदूर होना चाहिये, किसी भी दशा में मार्का व नम्बरिंग गलत नही होना चाहिये।
- 34- विभिन्न कारणों से रिजेक्ट हुये बोरों के 25-25 के बन्डल बनाकर प्रतिदिन स्टोर में जमा करना होगा।
- 35- किसी भी प्रकार का कोई अनावश्यक विवाद काम बन्दकर देने की धमकी जैसा कृत्य नही किया जायेगा।
- 36- किन्ही भी अपरिहार्य/प्राकृतिक कारणों से प्रोडक्शन प्रभावित या बन्द होने पर श्रमिकों पर होने वाला व्यय ठेकेदार को स्वयं वहन करना होगा।
- 37- निविदादाता को भारतीय खाद्य संरक्षा एवं मानव प्रधीकरण के नियमों का अनुपालन सुनिश्चित कराना होगा।
- 38- जी0एस0टी0 नियमानुसार देय होगी तथा सर्विस टैक्स आदि अन्य करों की कटौती नियमानुसार लेखाखण्ड द्वारा की जायेगी।
- 39- ठेकेदार द्वारा श्रम नियमों/अधिनियम/उपनियमों आदि का पालन करना अनिवार्य होगा। पालन न करने पर सम्बन्धित विभाग द्वारा कोई पैनाल्टी/जुर्माना आदि लगाया जाता है तो उसकी देयता ठेकेदार की होगी। श्रमिकों के बीमा सम्बंधी व्यवस्था निविदादाता को स्वयं करनी होगी तथा इसका सम्पूर्ण उत्तरदायित्व निविदादाता का होगा।
- 40- ठेकेदार द्वारा लगाये गये श्रमिकों की एक सूची प्रतिदिन सुरक्षा विभाग/समय कार्यालय को देनी होगी।
- 41- उपरोक्त कार्य करते समय यदि ठेकेदार के श्रमिक के साथ कोई घटना/दुर्घटना होती है तो मिल उसके लिये उत्तरदायी नही होगी। ठेकेदार को अपने श्रमिकों के रहने व खाने की व्यवस्था स्वयं करनी होगी तथा श्रमिकों के दुर्घटना बीमा आदि की व्यवस्था निविदादाता को स्वयं करनी होगी।
- 42- कार्य अधूरा या बीच में छोड़कर चले जाने पर मिल समिति उक्त कार्य को अपने श्रम व संसाधनों से करा लेगी तथा उक्त कार्य पर होने वाले अतिरिक्त व्यय को ठेकेदार के बिलों/धरोहर राशि से समायोजित कर ठेका निरस्त करने की कार्यवाही की जायेगी।
- 43- ठेकेदार के पाक्षिक बिलों का भुगतान मुख्य रसायनविद् के सत्यापन उपरान्त किया जायेगा।
- 44- ठेकेदार अथवा उसके द्वारा नामांकित व्यक्तियों से यदि मिल समिति को कोई क्षति पहुंचती है तो उसकी भरपाई ठेकेदार से की जायेगी। निविदा की सभी शर्तें निगोशियेशन में भी मान्य होगी।
- 45- ठेकेदार को इस कार्यादेश को समाप्त करने/हस्तान्तरित करने व अन्य किसी के साथ सह-अनुबन्ध करने का अधिकार नही होगा।
- 46- यदि ठेकेदार का कार्य सन्तोषजनक नही होता है अथवा उसके द्वारा कार्यादेश की शर्तों का पालन नही किया जाता है तो प्रधान प्रबन्धक को यह अधिकार होगा कि ठेकेदार को एक दिन का नोटिस देकर ठेका समाप्त कर किसी अन्य को ठेका दे दें, जिस पर निविदादाता को कोई आपत्ति नही होगी।

- 47- ठेकेदार को कार्य प्रारम्भ करने से पूर्व कान्ट्रैक्ट एक्ट के अन्तर्गत पंजीकरण तथा जी0एस0टी0 प्रमाण पत्र प्रस्तुत करना होगा।
- 48- कार्य स्थल पर ठेकेदार अथवा उसके नामांकित प्रतिनिधि को सदैव उपस्थित रहना होगा एवं यह भी सुनिश्चित करना होगा कि निविदादाता द्वारा लगाये गये श्रमिकों/पल्लेदारों द्वारा ड्रायर हाउस/गोदामों में लगे हुये बोरों पर गुटखा, धुम्रपान आदि से किसी भी प्रकार की गंदगी न करें।
- 49- निविदादाता को ड्रायर हाउस की नियमित सफाई सुनिश्चित करनी होगी।
- 50- कार्य में शिथिलता पाये जाने पर मुख्य रसायनविद्/प्रधानप्रबन्धक द्वारा एक मुश्त रू0 250.00 प्रतिमजदूर की दर से पैनाल्टी लगायी जा सकती है जो कि किसी भी दशा में वापस नहीं होगी।
- 51- बिना धरोहर राशि व सशर्त निविदा स्वीकार नहीं की जायेगी। एक अथवा समस्त निविदायें बिना कारण बताये निरस्त करने का अधिकार अधोहस्ताक्षरी को सुरक्षित होगा।
- 52- मिल कर्मचारी अथवा उसके सगे सम्बन्धी को निविदा में भाग लेने का अधिकार नहीं होगा। ई-निविदा में किसी भी प्रकार के विवाद की स्थिति आ जाने पर निविदा कमेटी का निर्णय अन्तिम होगा।
- 53- निविदादाता को शुगर बैग्स हैंडलिंग एवं ड्रायर हाउस के कार्यों के सम्पादन हेतु रू0- 300000.00 (रुपये तीन लाख) मात्र धरोहर धनराशि के रूप में मिल के पक्ष में देय (बैंक ड्राफ्ट/मिल खातों में क्रेडिट व अवमुक्त धनराशि) के माध्यम से जमा करना अनिवार्य होगा। ठेका कार्य स्वीकृत होने पर धरोहर धनराशि के रूप में जमा धनराशि जमानत के रूप में परिवर्तित कर दी जायेगी तथा इस धनराशि की वापसी संतोषजनक कार्य समाप्ति के एक माह उपरान्त की जायेगी तथा इस जमा धनराशि पर कोई ब्याज देय नहीं होगा।
- 54- कार्यादेश के अन्तर्गत किसी भी प्रकार का विवाद उत्पन्न होने पर मामला जिलाधिकारी-शाहजहांपुर की मध्यता के लिये भेजा जायेगा तथा उनका निर्णय अन्तिम एवं दोनों पक्षों को मान्य होगा।

प्रधान प्रबंधक।

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**

General Manager

SECTION III(A): e- bid FORM

Date:.....

IFB No KSCM-TILHAR/325/09.06.2023

To:

**The General Manager,
The Kisan Sahkari Chini Mills Ltd,
Tilhar-Shahjahanpur
(U.P)-242307**

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, 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. **300000/- (Rupees Three Lac only)** in the form of RTGS/Demand Draft in favour of The Kisan Sahkari Chini Mills Ltd., Tilhar-Shahjahanpur, is furnished with this e-Bid form.

We further undertake, if our e-Bid is accepted, to **Job work of Sugar handling in SUGAR GODOWN & SUGAR DRYER HOUSE** 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	TheKisanSahkariChini Mills Ltd, Post Office- Tilhar, Distt- Shahjahanpur(UP)	Job work of Sugar handling in SUGAR GODOWN & SUGAR DRYER HOUSE in season 2023-24	Rs 300000/- (Rs Three Lac Only)

SECTION III (C) TECHNICAL SPECIFICATIONS

A. Specifications

ITEM (A)- Job work of Sugar handling in SUGAR GODOWN & SUGAR DRYER HOUSE

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

Job work of Sugar handling in SUGAR GODOWN & SUGAR DRYER HOUSE 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:

SLNO	Particulars	Job work of Sugar handling in SUGAR GODOWN & SUGAR DRYER HOUSE
1	Job work of Sugar handling in SUGAR GODOWN & SUGAR DRYER HOUSE	
2	Authorization letter by the competent authority for the authorized person	
3	Detail of E.M.D/Tender Fee	
4	Order of Job work of Sugar handling in SUGAR GODOWN & SUGAR DRYER HOUSE	
5	Details of last three years turnover duly certified by Chartered Accountant	
6	Copy of last submitted Income Tax Return and PAN card (self attested)	
7	Copy of last audited balance sheet	
8	Details of Trade Tax/CST/TINNO/GST No.	
9	Central Excise Registration Certificate	
10	Status of the company along with names of Directors/Partners/Proprietor along with documents	
11	Sample of the product to be given by the party along with the technical bid(if feasible .	

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

CHECK LIST

Sl No	Clause	Instrument/ Documents required	Page No
1	Clause 4 (Invitation for e-Bids)	Cost of e-Bid Document in Physical Form	
2	-do-	Scanned Copy of Cost of e-Bid Document	
3	Clause 5 (Invitation for e-Bids)	E-Bid EMD in Physical Form	
4	ITB Clause 21.1 & 21.6	Proof Job work of Sugar handling in SUGAR GODOWN & SUGAR DRYER HOUSE satisfactorily in last three year to sugar mills and other industries of Govt. and private sector.	
5	ITB Clause 21.3	Copy of scanned copy of PAN	
6	ITB Clause 21.4	Copy of authorization letter by the competent authority for the authorized person.	
7	ITB Clause 21.5	Copies of the registration certificate of industries department of the state and for manufacturing Sheets Profile Job work of Sugar handling in SUGAR GODOWN & SUGAR DRYER HOUSE	
8	ITB Clause 21.7	Detail of last three years turnover duly certified by Chartered Accountant.	
9	ITB Clause 21.8	Copies of details of last submitted Income Tax Return/PAN card (self attested).	
10	ITB Clause 21.9	Details of Trade tax/ CST Registration/ TIN NO and Central Excise Registration Certificate/GST No.	
11	ITB Clause 21.10	Documentary proof of the Status of the company along with names of Directors/Partners/Proprietor along with documents	
12	ITB Clause 21.11	Submit sample of the product to be given by the party along with technical bid (if feasible) duly stamped and signed by the e-bidder.	

13	SECTION II	Acceptance to the Conditions of Contract	
14	SECTION III(A)	e- bid Form	
15	SECTION III(B)	Schedule of Requirements	
16	SECTION III (C)	Technical Specifications	
17	SECTION III (E)	Performance Statement	
18	SECTION III (F)	CAPABILITY STATEMENT	
19	SECTION IV (A)	e-Bid Form	

SECTION IV: FINANCIAL e-Bid

IV (A) e-Bid FORM

SECTION IV(A) : e bid FORM

Date

IFB No **KSCM-TILHAR/325/09.06.2023**

The General Manager,
The Kisan Sahkari Chini Mill Ltd,
Tilhar-Shahjahanpur (U.P.)

Dear Sir,

Having examined the e-Bid Documents, we the undersigned, offer to supply.....(Description of Goods and services) in conformity with the said e-Bid Documents for the rates as may be ascertained in accordance with the schedule of rates attached herewith and made part of this e-bid, and hereby undertake that we accept all terms and conditions of E-Tender/contract (section II) of the e-Bid Document **Job work of Sugar handling in SUGAR GODOWN & SUGAR DRYER HOUSE**. In addition to this, the particulars of our organization such as legal status principal place of business, details of experience and past performance, capability statement and the required e-Bid security in the form of RTGS/Demand Draft in favour of The Kisan Sahkari Chini Mills Ltd. Tilhar-Shahjahanpur 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