U.P. COOPERATIVE SUGAR FACTORIES FEDERATION LTD.
9-A, RANA PRATAP MARG, LUCKNOW
Telephone: (0522) 2200183 **Fax: (0522) 2627994**
(0522) 2628310 **Email: upsugarfed@yahoo.co.in**
Website: www.upsugarfed.org

SHORT TERM COMPETITIVE e-bidding

FOR

Registered Firm/Contractor for the Construction of new Sugar Godown having storage capacity of 1.00 lac qtls. of Sugar Bags at 3500 TCD Chini Mill, Sathiaon, Azamgarh Uttar Pradesh.

e-bid REFERENCE	**: 64/UPF/EECivil/2019-20**
LAST DATE AND TIME FOR SUBMISSION OF E-Bids	**: 28/08/2019 UPTO 6:55 PM**
DATE AND TIME OF OPENING OF ON LINE TECHNICAL e-Bids	**: 29/08/2019 AT 11:00 AM**
PLACE OF OPENING OF e-Bids	**: U.P. Cooperative Sugar Factories Federation Ltd. 9-A, Rana Pratap Marg, Lucknow**
ADDRESS FOR COMMUNICATION	**: Managing Director U.P. Cooperative Sugar Factories Federation Ltd. 9-A, Rana Pratap Marg, Lucknow**
e-Bid E.M.D	**: Rs.7,30,000/-**

This Document Contains -- 47 Pages

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

e-tender Document Processing /Cost : Rs. 3,360/- (including GST)

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तारः 'शुगरफेड' पी0बी0एक्सः2612849,2615722 2200183
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2283121

उत्तर प्रदेश सहकारी चीनी मिल्स संघ लिमिटेड

9–ए,राणा प्रताप मार्ग लखनऊ
ई मेलः upsugarfed@yahoo.co.in बेबसाइटः www.upsugarfed.org

SHORT TERM E-TENDER NOTICE

Ref no. 63/UPF/EECivil/2019-20 Dated : 19/08/2019

On line E-Tender is invited from registered Firm/Contractor for the following civil works at 3500 TCD Chini Mill, Sathiaon (Azamgarh)

Sl no.	Name of the item	Technical bid Opening on at 11.00 A.M	Commercial bid opening on at 3.00 P.M	E.M.D In Rs.	Tender Fees in Rs.
1.	Construction of new Sugar godown, having storage capacity of 1.00 lac qtls. of Sugar Bags.	29/08/2019	29/08/2019	7,30,000/- .	3000/- +12%G.S .T.Total Rs. 3360/-

The details of submission of e-bids alongwith eligibility, date & time for opening of technical/Financial bids, E.M.D. experience and other terms & conditions will be available on e-tender portal http:/etender.up.nic.in and Federation's website www.upsugarfed.org. from 20/08/2019 at 06:55 PM to 28/08/2019 where tender documents may be downloaded by any tenderer. The tender fee (non refundable) and E.M.D. against each work as mentioned above in the form of Demand Draft RTGS / NEFT/ NET BANKING drawn in favour of UP Cooperative Sugar Factories Federation Ltd., payable at Lucknow which will be deposited in Federation office before opening of Technical bid E-Tender without earnest money shall be liable to be rejected. The Federation reserves the right to cancel any or all bids process without assigning any reason to & decision of Federation will be final & binding.

(BIMAL KUMAR DUBEY)
MANAGING DIRECTOR

INVITATION FOR e-Bids

Online e-bids are invited for the Construction of new Sugar godown,having storage capacity of one lac qtls. of Sugar bags, at 3500 TCD Chini Mill Sathiaon (Azamgarh), Uttar Pradesh from firm/contractor.

1. Bidders are advised to study the tender Document carefully. Submission of e-Bid against these 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 20/08/2019 at 6:55 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 from20/08/2019 6.55 PM at e-procurement web site http;//etebder.up.noc.in and Federation's website www.upsugarfed.org
(b)	Availability of tender document on website	From 20/08/2019 at 6:55 PM at e-Procurement web site http://etender.up.nic.in and Federation's website www.upsugarfed.org
(c)	Clarification start date & time	From 20/08/2019 at 06:55 PM
(d)	Clarification end date & time	28/08/2019 upto 2:00 PM
(e)	e-Bid submission start date & time (Submission of e-tender fee, EMD and other supporting documents in PDF/XLS format)	20/08/2019 at 6:55 PM
(f)	e-Bid submission end date & Time	28/08/2019 upto 6.55 PM
(g)	Online technical e-Bid opening date & time	29/08/2019 at 11:00 AM
(h)	On line commercial e-Bid opening date & time	29/08/2019 at 3.00 PM

(i)	Venue of opening of technical & financial e-Bids	U.P. Cooperative Sugar Factories Federation Ltd. 9-A, Rana Pratap Marg, Lucknow.
(j)	Contact officer	Name: Mr. V.C. MISRA, Executive Engineer (Civil) Tel No: PBX (0522)-2615722, 2612849, Fax: (0522) 2627994, (0522)-2625116, Mob:-7800003408
(k)	Cost of e-Bid document	Rs 3,000.00 (Rupees Three Thousand Only)+ 12% GST Total Rs.3360/- (Non-refundable).
(l)	e-Bid E.M.D	**Rs. 7,30,000/-**
(m)	Earnest Money	Earnest Money & Tender Fee Deposited in Favour of U.P.Coop. Sugar Factories Federation Ltd through RTGS/NEFT/NET BANKING/D.DRAFT. The Details are as under. **Name of Benificary** :- U.P.Coop. Sugar Factories Federation Ltd **Bank Account No** :- 53012823858 **IFSC Code No** :- SBIN0060284 **Name of Bank Branch** :- Vidhan Sabha Marg Lucknow.

4. The bidders need to submit the proof/cost of e-Bid document/processing as stated in the above table through Demand Draft/ **RTGS / NEFT/ NET BANKING** in favour of U.P. Cooperative Sugar Factories Federation Ltd (herein after referred as UPSUGAR FED/Federation) payable at Lucknow. The scanned copy of the Demand Draft or Banker's Cheque/ **RTGS / NEFT/ NET BANKING** must be enclosed along with the e-Bids but the original Demand Draft or Banker's Cheque/ **RTGS / NEFT/ NET BANKING** should reach the office of UPSUGAR FED/Federation at Lucknow 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 / NEFT/ NET BANKING** drawn in favour of UP Co-operative Sugar Factories Federation Ltd. Payable at Lucknow. The scanned copy of the e-Bid EMD must be submitted along with the e-Bid and the original should reach the Federation's office at Lucknow before opening of technical e-Bids. No Interest would be payable on e-Bid (Earnest Money) deposited with the Federation.

6. The e-Bids will be electronically opened in the presence of bidder's representatives, who choose to attend at the venue, date and time mentioned in the above table. An authority letter of bidders'/OEM representative will be required to be produced.

7. The Federation reserves the right to cancel any or all the e-Bids process without assigning any reason thereof. The decision of Federation will be final and binding.

8. In the event of date specified for e-Bids opening being declared a holiday for Federation'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 detail 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- IDlBOOOL002
CBS code- 00527
Rs.6000/-

For E-Tendering Enquiry Please Contact Following Persons

01. Sri Rritvik Saxena - 09415526023, 07880888823 Federation

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 U.P. Cooperative of Sugar Factories Federation Ltd, Lucknow hereinafter referred to as "the Federation", 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 as mentioned in the Tender Notice for each work through Demand Draft or Banker's Cheque **RTGS / NEFT/ NET BANKING** payable in favour of U.P. Cooperative Sugar Factories Federation Ltd, Lucknow. The scanned copy of the Cash Deposit Receipt or Demand Draft or Banker's Cheque/ **RTGS / NEFT/ NET BANKING** must be enclosed along with the e-Bid but the original Demand Draft or Banker's Cheque **RTGS / NEFT/ NET BANKING** should reach the Federation's office before opening of the technical e-Bid. This e-tender document fee as mentioned in the Tender Notice will be non-refundable.

2- Contents of e-Bid Document

2.1 The Civil Works required to be Constructed; 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 Federation through the e-Procurement website which can be read by the bidder through the "Clarification" option under Bid Submission menu.

The Federation may also respond to clarifications raised by the prospective bidders on Federation's e-mail address upsugarfed@yahoo.co.in.

4. Amendment of e-Bid Document

4.1 At any time prior to the deadline for submission of e-Bid, the Federation may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the e-Bid document by amendments. Such amendments shall be uploaded on the e-Procurement website http:// etender.up.nic.in and Federation'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 Federation 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 Federation, 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 Federation'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 Federation 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 Federation.**

(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 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 for the construction of new sugar godown having storage capacity of one lac. Qtls. sugar bags at 3500 TCD Chini Mill, Sathiaon (Azamgarh) , Uttar Pradesh to be constructed.

8.2 Rate for the Construction of new sugar godown, having storage capacityof one lac qtls. of sugar bags at 3500 TCD Chini Mill, Sathiaon (Azamgarh), Uttar Pradesh is inclusive of Sundries, T&P, water charges, scaffolding, centering and shuttering C.P. etc. but exclusive of GST..

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.

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.

10.2 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 as mentioned in Tender Notice against each work in form of Demand Draft RTGS / NEFT/ NET BANKING, in favour of The UP Co-operative Sugar Factories Federation Ltd. Payable at Lucknow. The scanned copy of the e-Bid EMD must be submitted along with the e-Bid and the original should reach the Federation's office at Lucknow 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 Federation against the risk of bidder's conduct which would warrant the EMD'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 / NEFT/ NET BANKING payable in favour of UP Co-operative Sugar Factories Federation Ltd. Payable at Lucknow.

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 Federation.

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 Federation, pursuant to ITB Clause 13.

12.6 The successful bidder's e-Bid E.M.D will be converted in security.

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 Federation 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 90 days after the date of e-Bid opening prescribed by the Federation, pursuant to ITB Clause 16. An e-Bid valid for a shorter period shall be rejected by the Federation as non-responsive.

13.2 In exceptional circumstances, the Federation 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 Federation. Bid Submission can be done only from the Bid Submission start date and time till the Bid Submission end date and time given in the e-tender. Bidders should start the Bid Submission process well in advance so that they can submit their e-Bid in time. The bidders should submit their e-Bid considering the server time displayed in the e-Procurement website. This server time is the time by which the e-Bid submission activity will be allowed till the permissible time on the last/end date of submission indicated in the e-tender schedule. Once the e-Bid submission date and time is over, the bidders cannot submit their e-Bid. For delay in submission of e-Bid due to any reasons, the bidders shall only be held responsible.

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

15.1 For participating in e-Bid through the e-tendering system, it is necessary for the bidders to be the registered users of the e-Procurement website http:// etender.up.nic.in. The bidders must obtain a User Login Id and Password by registering themselves with U.P. Electronics Federation Limited, Lucknow if they have not done so previously for registration. Refer to details given in Invitation for e-Bid Clause 10.

15.2 In addition to the normal registration, the bidder has to register with his/her **Digital Signature Certificate (DSC)** in the e-tendering system and subsequently he/she will be allowed to carry out his/her e-Bid submission activities. Registering the Digital Signature Certificate (DSC) is one time activity. Before proceeding to register his/her DSC, the bidder should first log on to the e-tendering system using the User Login option on the home page with the Login Id and Password with which he/ she has registered as per clause 15.1 above.

For successful registration of DSC on e-Procurement website http://etender.up.nic.in the bidder must ensure that he/she should possess Class-2/ Class-3 DSC issued by any certifying authorities approved by Controller of Certifying Authorities, Government of India, as the e-Procurement website http:// etender.up.nic.in is presently accepting DSCs issued by these authorities only.

The bidder can obtain User Login Id and perform DSC registration exercise as described in clauses 15.1 and 15.2 above even before e-Bid submission date starts. The Federation 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/ **RTGS / NEFT/ NET BANKING** 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 Federation 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 28/08/2019 time 6.55 P.M .

16.2 The Federation 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 Federation 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**

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 Federation with a letter, attaching the proof of withdrawal and submission of e-Bid EMD in the office of Federation, 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/Security, 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 Federation

19.A-1 The Federation will open all technical e-Bids, in the presence of bidders’ representatives who choose to attend at 11:00 AM on 29/08/2019 U.P. Co-operative Sugar Factories Federation Ltd, 9-A, Rana Pratap Marg, Lucknow. 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 Federation, the e-Bids shall be opened at the appointed time and place on the next working day.

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

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

19 A-4 Managing Director reserves the right to postpone the date and time of opening of Technical & Financial E-Bid in unavoidable circumstances and all the bidders will be informed. 19(B) Opening of Financial e-Bid

19 B-1 After evaluation of technical e-Bid, the Federation 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 Federation will simultaneously notify the bidders, whose technical e-Bids were considered acceptable to the Federation. 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 29/08/2019 at 3:00 PM in the presence of bidders who choose to attend the opening of financial bid. The name of bidders, their tender rates shall be announced at the meeting.

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

20 **Clarification of e-Bid**

20.1 During evaluation of e-Bid, the Federation 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 Federation 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 Firms/contractor having **sufficient** experience for similar nature of Civil works as as per Clause No. 9, Section II, executed satisfactorily within specified time preferably sugar mills of government/private sector.

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.

21.5 The bidder shall submit the copies of orders for Construction of such type of Civil works satisfactorily within specified time to sugar factories of Govt. and private sector during last five years along with performance certificate if any.

21.6 The bidder should submit the detail of last three years turnover duly certified by Chartered Accountant.

21.7 The bidder should submit the valid registration certificate in U.P. P.W.D., C.P. W.D. in 'A' class category for Civil works.

21.8 The bidder shall submit the copies of the last submitted Income Tax Return & PAN card (copy self attested).

21.9 The bidder shall submit the copies of the details of GST registration.

21.10 The bidder shall submit the documentary proof of the Status of the company along with names of Directors/Partners/Proprietor and list of Technical Staff and equipments along with documents.

21.11 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 Federation 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.

21.12 It shall be the discretion of the Federation to decide as to whether an e-Bid fulfils the evaluation criteria mentioned in this e-tender or not.

21.13 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 Federation will evaluate and compare the financial percentage tender rates quoted in the BOQ of e-Bids of those bidders whose technical e-Bids are found responsive as per the conditions of the e-tender and have been technically accepted by the Federation.

22.2 No additional payments shall be made for completion of any contractual obligation beyond the quoted prices. If the Contractor 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 Tenderer shall quote their rates in percentage, in figures and in words & i.e. at par/ below/ above the rates given in Bill of quantities. Rates quoted with additional conditions shall not be considered and such offer shall be rejected.
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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.

a) In case L-1 offers to construct the complete order and is assessed to have the adequate capacity to complete order as per the delivery schedule by the Tender Evaluation committee (TEC) then L-1 shall be contracted to execute the complete order.
b) In case L-1 offers to construct partial order quantity and is assessed to have adequate capacity to construct the offered partial order quantity as per the schedule by the Tender Evaluation committee(TEC) then the L-1 bidder shall be contracted to Construct 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.

c) The quantity resulting from the split as mentioned above in case(b) shall be offered to the successful Bidder(s) after the assessment by the TEC in terms of their capacity to Contractor and construct.
d) In case L-1 backs out, the RFP shall be cancelled & Bids shall be invited again L-1 shall however be blacklisted from participating in any future bidding and are liable for legal action taken by UPSUGAR FED.

23. **Contacting the Federation**

23.1 Subject to ITB Clause 20, no bidder shall contact the Federation 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 Federation, he/she can do so in writing.

23.2 Any effort by a bidder to influence the Federation 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 Federation 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 Federation 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 construct partial order quantity and is assessed to have adequate capacity to construct the offered partial order quantity as per schedule by the tender Evaluation committee(TEC) then the L-1 bidder shall be contracted to construct 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 Contractor and contract.

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

25.1 The Federation reserves the right at the time of Contract award to increase or decrease the quantity of works originally specified in the Schedule of Requirements without any change in unit price or other terms and conditions, depending upon the requirement of Mills. The Federation may also increase or decrease the quantity even after award of contract up to the validity period of E-bid. No claim shall be entertained for variation in quantities. The Bidder shall be bound to execute quantities as per Mill requirement on the rate provided in the contract.

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 Federation.

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

26.1 The Federation 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. The Federation may allot one Contractor or split up, divide or distribute the work in any manner among two or more tenderers without assigning any reason.

27- Notification of Award

27.1 The Federation 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.

28- Signing of Contract

As the purchase notifies the successful bidder that its e-bid has been accepted, the Federation will inform to the bidder accordingly.

29- Performance/ Supply Security

All bills would be liable to deduction of 8% towards security besides the 2% earnest money, so as to make the total security money of 10%. This amount shall

be refunded after expiry of Guarantee period. The EMD deposited by the party shall be converted into security money but no interest will be paid on EMD/Security.

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

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

1. **Price**

   1. The price should be quoted only on the basis of the conditions provided in this tender document. The bidder shall quote his percentage tender rates both in figures and words.
   2. The final rates mentioned in the tender shall remain firm & no escalation of rates will be entertained. No claim for increase in rates shall be entertained,

3. **Earnest money (Interest Free)**
   Each bidder should submit a bank draft/ RTGS / NEFT/ NET BANKING of a nationalized bank in favour of UP Co-operative Sugar Factories Federation Ltd. Payable at Lucknow (hereinafter referred to as **"Federation"**) 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. **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.

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

6. In case of non compliance of the conditions of the contract the Managing Director of Federation shall have the power to rescind, cancel and annul the contract, apart from black-listing the Contractor, and in that event, the sum deposited towards security shall be forfeited and the Contractor shall be further liable to pay actual amount of loss and damages as provided in Indian Contract Act to Federation to the extent the same exceeds the security money.

7. The parties intending to submit their e-Tender should have at-least executed the Civil Work of similar nature as per Clause No. 9 satisfactorily within specified time. Preference will be given to those parties having the experience of executing the civil works in Sugar Industries. bidder will be required to produce valid registration certificate's in U.P. P.W.D. , C.P.W.D. in "A" class category for civil works and valid registration certificate of G.S.T..

8. Tenderer should have sufficient Engineers, Technical Staff & labourers with T & P to execute the Civil Works.

9.(i) The Tenderer should have successfully completed similar nature of work within specified time during last three years ending March 2019 as a prime Contractor costing not less than 50% of the tenders cost. Joint ventures are not accepted.

The value of executed works shall be brought to current costing level of enhancing the actual value of work at simple rate of 7% per annum calculated from the date of completion to the last of submission of bid.

Preference will be given to those firms who have done similar work in new Sugar Mills Complex of reputed Govt./Cooperative/Private sectors.

10.a) Should have had average annual financial turnover (out of work of similar nature) of 50% of tendered cost on construction work of similar nature during last three years ending 31 March, 2019. (Copy of certificate to be submitted).

b) Should not have incurred any loss in more than 2 years during the last five years. Solvency Certificate from bankers to be submitted.

c) Information regarding project in hand, current litigation orders regarding exclusion, expulsion or black/listing if any, should be indicated.

11. Any bidder who is having criminal record is not allowed to participate in the bidding process.

12. Any bidder who is registered with the State Bar Council is not allowed to participate in the bidding process.

13. Bidders will register the labours with labour department in concerned district.

14. P.F. of workers employed by the Contractor shall be deposited with the concerned PF authorities department of Government, proof of this effect is to be produced by the Contractor before final payment. The provision of the minimum wages act will be observed by the Contractor.

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

16. Income shall be deducted from all the payment made to the Contractor as per standing order of the government from time to time and a certificate for the amount deducted against Income Tax, shall be issued by the Mill Society whenever desired by the Contractor. However GST as applicable shall be paid extra.

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17. The work must be completely finished to the satisfaction of the Engineer-In-charge of the Factory within specified time as given in time schedule.

18. The bidders should write their full name and address on tender form. Erazors and over-writings are not permissible. All cancellations and interpolations should be signed by the bidders.

19. Unless the person whose tender is accepted signs the contract bond within 7 days on the proper stamp paper after he is required to do so failing which so, the acceptance of his tender shall be withdrawn and the earnest money deposited shall be forfeited.

20. In case of a firm, the tender must be signed by each partner or any partner holding the power of attorney on behalf of the firm. A copy of the power of attorney attested by a Gazetted Officer must accompany the tender.

21. The tendered rates shall include all quarrying, royalty, testing, screens tools and plants, railway freights, carriage of materials but exclusive of GST. The Contractor's rate will be deemed for the complete items in all respect. However, GST as applicable shall be paid extra by the concerning Sugar Factory/Mill Society.

22. The quantities given in the schedules are approximate and are subject to variations. No claim shall be entertained for variation in quantities. The Contractors shall be bound to execute quantities as per Mills requirement on the rates provided in the contract.

23. All bills would be liable to deduction of 8% towards security, besides the 2% earnest money, so as to make the total security amount of 10%. This amount shall be refunded after expiry of Guarantee period of one year from the actual date of completion.

24. If desired by the Contractor an advance of 10% of the contract price may be given to him against a Bank guarantee of any Nationalized/Cooperative Bank/ any Indian scheduled Bank in proper format, in the name of the General Manager of the factory, and the Contractor shall have to pay an interest of 1% above the Bank lending rate, on such advance.

Mobilization advance without interest may be given to the Contractor against a Bank Guarantee of any nationalized bank on the security of machines and T & P, brought to site in working order for constant use for execution of the work and also for temporary hutments and stores made at site by the contractor for their labour and storage of materials to the extent of 75% of the cost of machinery and temporary buildings as assessed by the Engineer In-charge up-to a maximum of 10% of the cost of agreement, whose assessment shall be final.

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The recovery of these advances shall be made from the first 3 measured running bills of the work in equal installments.

25. If the Contractor want to draw any material other than specified in the Schedule 'C' from the stores of the Mill Society, the contractor shall pay value of the stock at cost of actual purchase by Mill Society plus 10% for handling charges.

26. In order to expedite the work, on account of payment on lump-sum basis for the work done but not measured shall be paid on the basis of report of Engineer In-charge certifying that the work to the extent of payment being recommended has actually been executed but not measured.

27. **SCOPE OF CONTRACT AND THE PRICE**:

(1) The Contractor hereby agrees to fabricate, manufacture and erect steel structure and construct, erect, supervise the construction and erection of all civil works and jobs, and to complete the said works at the rates quoted by him in the final negotiations.

(2) The quantities hereinafter given in the bill of quantities are approximate and the contractor hereby agrees to get payment on the basis of actual quantities executed.

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

(4) The cement and steel will be supplied by the Mills at rates specified in Schedule 'C' at the Mills stores. All the indents for cement will be placed by the Contractors on the basis of consumption based on yard-sticks' specified in schedule "C" on page 28 and shall be checked and verified by the Engineer In-charge for issue from store.

28. **INSPECTION OF SITE**

(1) The bidders are requested to see the site before tendering and take all aspects into consideration, necessary for the completion of work. They are also advised to study the lines of communication to reach the site including necessary information as to the means of access to the site, accommodation they may require and risks,

contingencies and other circumstances which may influence or affect the execution of works by them. No extra charges consequent on any misunderstanding or otherwise shall be allowed. However, for the works the site are not approachable for carting of building materials, temporary approaches including drain crossing, if any, shall be made by the Contractor for which no extra payment will be made to him. However, in any case no delay in execution of works shall be allowed on the pretext of site being unapproachable.

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

29. **TIME OF COMPLETION:**

(1) Time is the essence of the contract. The work shall be commenced within 5 days of the date of execution of the agreement and shall be completed within six months time.

The details of the construction programme shall be intimated to the contractor from time to time as per requirement of the Mill Society and he shall be required to complete the work within the agreed time.

(2) The construction programme finalized by the Mill Society shall be strictly adhered by the Contractor and he shall proceed with the work with all due diligence, time being the essence of contract on the part of Contractor failing which he shall pay liquidated damages as provided in Clause 29.3 hereinafter.

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

30. **ARRANGEMENT OF MATERIALS**:

(1) It will be the sole responsibility of the Contractor to arrange all materials except that mentioned in Schedule 'C' which shall be supplied by the Mill Society.

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

31. **MILLS NOT LIABLE FOR LOSS:**

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

32. **COMPONENTS OF THIS DOCUMENT**:

This document includes the followings:-

1. Tender Notice
2. Bill of quantities
3. Schedule 'C' for the materials to be supplied by the Mill Society.

33. **SUPERVISION OF ENGINEER INCHARGE:**

(1) The Contractor shall execute the whole and every items of the work in accordance with the specifications, drawings and designs approved by Mills and orders issued by the Engineer In-charge in a substantial and workman like manner, both as

regards the materials used and otherwise in every respect in accordance with the specifications etc. and on the directions of the Engineer In-charge.

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

34. **EXTRA ITEMS**:

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

(a) The rates will be derived from the rates for similar type of work or item analogous to the item being executed as printed in the bill of quantities of the Mill concerned plus or minus the tendered percentage.

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

(c) Analyzed on the basis of standard detailed analysis of P.W.D. after adopting current market rates of labour and materials, if P.W.D. sanctioned rates are not available. However, the tendered percentage above or below shall be paid or deducted for the items analyzed under this Clause.

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

35. **COVERING UP**:

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

36. **DAMAGE TO WORKS**:

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

37. **TOOL, MATERIAL SCAFFOLDING**:

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

38. **SETTING OUT**:

The Contractor shall have the requisite number of persons like Engineers with the men and materials necessary for the purpose of setting out the work and counting and weighing and assisting in the examination of the material to be used on these works, failing which the same may be provided by the Engineer In-charge at the

expenses and cost of the Contractor and such expenses may be deducted from any sums due to the Contractor under the agreement or from their security deposits.

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

39. **REJECTED MATERIALS**:
Any materials rejected by the Engineer In-charge shall not be used in the works and shall be removed within 3 days from the site otherwise a penalty of Rs. 500/- per day may be imposed and or the rejected material may after notice to the Contactor be auctioned at the cost and expenses of the Contractor. (No secured advance for such rejected material will be made by the Mills).

40. **ASSIGNMENT OF CONTRACT**:
The Contractor shall not sublet or assign the contract whether in part or in whole except with the permission and concurrence of the Mill previously obtained in writing, and if the Contractor shall or sublet this contract or attempt to do so, become insolvent or commence any insolvency proceedings or may any composition with his creditors, or attempt to do so or if any bribe, gratuity gift, loan perquisite, reward or advantage preliminary or otherwise shall either directly or indirectly be given promised or offered by the Contractor of any his servant or agents, to any such Officer or person in employment, or if any such officer of person shall become in any way directly or indirectly interested in the agreement, the officer accepting the contract on behalf of the Mills, may, there upon, by notice in writing rescind the contract and the security deposit of the Contractor shall thereupon stand forfeited and be absolutely at the disposal of the Mill and the same consequence shall be to the disposal of the Mill and the same consequence shall be ensured as if the contract has been rescinded under Clause 50.

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

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

43. **DRAWING ETC. MILLS SOCIETY**:
All drawings, tracing and photo prints, writing except letters given to the Contractor shall be Mills' sole property and shall be returned to the Mills Society on completion of work.

44. **SAMPLES & TESTING OF MATERIALS**:
(1) The samples of materials (supplied by the Contractor) to be used in work shall be got approved from Engineer In-charge Materials not confirmed to the approved samples shall be rejected and no claim whatsoever in respect thereof shall be entertained.

(2) Testing of different materials as per procedure laid in relevant up-to-date I.S. Standardshall be carried out at the cost of the Contractor as and when instructed by the Engineer In-charge. Alternatively the Contractor should maintain a laboratory for testing of bricks, sand R.C.C. etc. at site.

45. **COMPLETION CERTIFICATE**:

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

46. **REGULATIONS OF AUTHORITIES**:

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

47. **CLAIMS FOR INJURIES**:

(1) The Contractor shall in order to cover the risk, of death bodily injury of his own Employees or labourers or to the risk as in Clause 38 and to indemnify the Mills against any claims arising out of any accident resulting in any injury, death etc., will take insurance policy as per statutory provisions of various labour laws to the satisfaction of the Engineer In-charge as per Clause 15 of this Tender document. In case of default by the Contractors, the Mill may itself get the insurance done and deduct the expenses incurred on this account from the bill of the Contractors.

(2) Where the Contactors under the agreement appoint any other person for execution of the work either the whole or any part of it, the Contractors shall be liable to pay any workmen employed in the execution of the work, any compensation which he would

have been liable to pay if such workers had been employed by him, and where compensation if claimed from the Contractors, the provisions of Workman Compensation Act, 1923 shall apply.

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

48. **COMPLIANCE OF LAWS**:

The Contractors shall comply with the provisions of the payment of Wages Act, 1936, Minimum Wages Act, 1948, Employer Liability Act, 1938, Workman's Compensation Act, 1923, Industrial Disputes Act 1947, Maternity Benefit Act, 1961 and Mines Act, 1952, or any modifications thereof or any other law relating thereto and Rules made there-under from time to time.

49. **SECURITY DEPOSIT**:

49.1 The Contractor's shall within 15 days of the signing of agreement furnish a security In lieu of Earnest money deposit at the time of tender for the faithfully and due performance of the contract in the form of Bank Guarantee from any Nationalized Bank/ Cooperative Bank / any Indian Scheduled Bank in India on such from as may be acceptable to the Mill Society and for the period of execution and further guarantee period.

49.2 In addition to the deposits under Clause 49.1 above, a further amount as security deposit shall be deducted for the performance of the contract @ 8% from each and every running bills so that the total amount of earnest money deposited and security comes to 10% of the contract price. When the amount of such deductions reaches the figures of Rs. 25,00,000/- the contractors shall be entitled to replace the same by furnishing a Bank Guarantee from a Nationalized Bank, Cooperative Bank or any other Indian Scheduled Bank on such form as may be acceptable to the Mills.

50. **RECESSION OF CONTRACT**:

If the Contractor neglect to execute the works with due diligence or if they commit breach of any conditions of the contract, the Mills shall have the option:

(a) to make alternative arrangements to carry out the work or any part thereof debiting the Contractors with cost of materials and labour; or

(b) to rescind the contract and forfeit the security deposit. In the event of any of the course mentioned above being adopted by the Engineer In-charge, the Contractor shall have no claim to any compensation or loss sustained by him by reason of his having purchased or procured any materials or entered into any agreement or made any advance on account of or with a view to the execution of the work for the performance of the contract and in case action is taken under any of the provisions aforesaid, the Contractor shall not be entitled to recover or be paid any sum for any work therefore actually performed under the contract unless and until the Engineer In-charge has certified in writing the performance of such work and the value payable in respect thereof and he shall only be entitled to be paid the value so certified.

51. **DEFECT LIABILITY PERIOD AND REFUND OF SECURITY:**

51.1 The Contractor shall be responsible for any repairs, replacements and for reconstruction of any work or part of the work resulting from defective execution

or failure to execute it according to the specifications herein provided. They shall be responsible for removing any defect discovered in case of all other civil works within a period of one year from the date of completion.

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

52. **NEGLIGENCE:**

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

53. **SECURED ADVANCE**:

Advance payment shall be made for non-perishable construction material described below, purchased by the Contractor, delivered and stored at site as herein-under for use and incorporation in the works duly measured and verified by the Mill Society. The advance payment shall be 75% of the rate quoted against each item. However, as regards bricks 90% secured advance shall be given.

		RATE
a)	Stone grit (12 to 20mm)	Rs. 2200.00 per M3 + GST
b)	Stone blast (20 to 40mm)	Rs. 2000.00 per M3 + GST
c)	Bricks (Class -150)	Rs. 5500.00 per + GST thousand Nos.
d)	Rolling shutters	Rs. 1000.00 per M2 + GST
e)	Coarse sand	Rs. 1700.00 per M3 + GST

Any other materials at the discretion of the Mill Society at agreed rates not exceeding 75% of its cost.

All the materials thus received on the site will be duly recorded in the measurement book and the other books also properly checked in all respects and verified by the Engineer In-charge and the entry relating thereto shall be signed by the Contractor or his authorized representatives. The materials which are to be brought by weight shall be weighed and materials to be issued by volume shall be stacked at a platform having even ground and will be measured.
For materials to be issued under Schedule 'C' the Contractor shall every time and when-so-ever requires any article or quantity from Mill Store, for use of works, submit to the Engineer In-charge and indent in duplicate, showing the quantity required for particular work or job or for any use for which the material is required whereupon the Engineer In-charge, if satisfied, shall consent to the issue of the same against the Contractor's signatures who shall be responsible for transport, lifting, loading, removal etc. of the same and no transportation, lifting, loading and unloading charges thereof shall be payable to the Contractors.

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

(a) 75% of the value of materials issued and consumed in any particular job or work, advance whereof was made under Clause 54. Value and amount shall be final and be binding on the Contractor as per certificate of the Engineer In-charge as to its value.

(b) 8% for security deposit in terms of Clause 49.2 above.

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

55. **CONTRACTOR'S RESPONSIBILITY**:

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

(2) The Contractor shall ensure that other works of the Mill in progress and in execution within the premises are in no way hampered or obstructed by any action of the Contractor and his workman also this responsibility shall squarely rest on them.

56. **FORCE MAJEURE**:

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

57. **EXTENSION OF TIME**:

As referred to in Clause 56, the Contractor will be given suitable extension of time, if the Mills are satisfied in respect thereof. If the Contractor desires an extension of time for completion of the work on the grounds of his having been unavoidably hindered in its execution, or any other ground he shall apply in writing to the officer accepting the contract on behalf of the Mill through the Engineer In-charge and a copy of thereof sent to the Engineer In-charge within 30 days of the date of hindrance on account of which he desired such extension as aforesaid and the officer accepting the contract on behalf of the Mill shall, if in his opinion, (which shall be final) reasonable grounds be shown therefore authorize such extension of time, if any, as may in his opinion be necessary or proper, provided that such extended time shall not be more than 6 months or half of the time of completion provided in the contract whichever is less. In case however, extension beyond the above period if required the same will be referred for sanction to the authority next higher to the officer accepting the contract on behalf of the Mills, i.e. to the Managing Director of the Federation. Provided always that if the Contractors continue to the work beyond the date of the completion or the extended date, as the case may be without obtaining prior approval for extension as aforesaid the right of the Mill to claim compensation under Clause 29 shall not be deemed to have been waived.

58. **FINAL BILL**:

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

59 **ARBITRATION**:

In the event of any question, dispute or difference arising out of the contract between the parties with regard to the interpretation of working of this agreement or the rights, liabilities or duties arising out of it or otherwise in connection within contract, the matter shall be referred for the decision of Sole Arbitrator appointed by the Legal Remembrance to Government of Uttar Pradesh. The provision of the Indian Arbitration Act as amended from time to time, shall apply to such arbitration if work under the contract has not been completed when dispute is referred to a rbitration the work shall continue during the arbitration proceedings and the payment due to Contractor within the provisions of the contract shall not be withheld on account of arbitration proceedings unless authorized or required by the Arbitrator. The decision of Arbitrator shall be final and binding on the parties. Any court proceedings as may arise out of the dealing could be in court having jurisdiction over the District concern subordinate to the High Court of Judicature and at Allahabad.

60. **MISCELLANEOUS**:

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

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

61. **EXTENSION OF TIME IN CONSEQUENCE OF ALTERNATIONS**:
The time for the completion of work shall be extended in proportion of the value of altered, additional or substituted work to the original contract work, and the certificate of the Engineer In-charge shall be conclusive as to such proportion, over and above this, a further period to the extent of 25% of time so extended may be allowed to the Contractor.

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

SIGNATURE OF CIVIL CONTRACTOR WITH FULL ADDRESS

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	260.00	At Mill Store
2.	Steel:			
	a. MS Round bars	Per M.T.	34500	At Mill Store
	b. Tor steel	Per M.T	34800.	At Mill Store
	c. Structural steel including B.P. sheet	Per M.T.	34800	At Mill Store

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.

NORMS FOR CONSUMPTION OF CEMENT AS PER C.E's CIRCULAR NO.

S.No.	Material	Unit	Cement required in Bags of 50 kg.
1.	Concrete 1:1.5:3	Cu.M.	9.5 bags
	1:1:2	"	11.0 bags
	1:2:4	"	6.73 bags
	1:3:6	"	4.50 bags
	1:4:8	"	3.44 bags
	1:5:10	"	2.80 bags
2.	R.C.C. M. 150 1:2:4	"	6.66 bags
3.	25mm thick 1:2:4 C.C. Floor	Sq.M.	0.22 bags
	40mm thick	"	0.30 bags
4.	R.B. Work in 1:3 Mortar	Cu.M.	3.74 bags
5.	Brick work in 1:3 "	"	2.50 bags
	" 1:4 "	"	1.9 bags
	" 1:5 "	"	1.57 bags
	" 1:6 "	"	1.26 bags
6.	20 mm. D.P.C.	Sq.M.	0.27 bags
7.	Cement/pointing 1:2	"	0.046 bags
8.	3/8"/1/2" Cement Plaster 1:2	"	0.19/0.23
	" " 1:3	"	0.12/0.153
	" " 1:4	"	0.09/0.115
	" " 1:5	"	0.073/0.09
	" " 1:6	"	0.061/0.076
9.	1:1:6 Cement, Lime and Sand Plaster	Sq.M.	0.073

BRICK REQUIREMENT SIZE 9" X 4-3/8" X 2-3/4" inch

Brick work	475 Bricks/Cu.M.
Brick on edge floor	60 Bricks/Sq.M.
Flat Brick floor	38 Bricks/Sq.M.
R.B. Work	425 Bricks/Cu.M.

LIME REQUIREMENT FOR WHITE WASHING

1. One coat white wash 10 M.Sq. 1.25 Kg.Lime.
2. Two coat white wash 10 M.Sq. 2.0 Kg.Lime.
3. Three coat white wash 10 M.Sq. 2.75 Kg.Lime.

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) **eBid FORM**

III(B) **SCHEDULE OF REQUIREMENT**

III(C) **TECHNICAL SPECIFICATIONS**

III(D) **CONTRACT FORM**

III(E) **PERFORMANCE STATEMENT**

III(F) **CAPABILITY STATEMENT**

III(G) **PERFORMANCE SECURITY FORM**

SECTION III(A):E-bid FORM

Date……..

IFB No **64/UPF/EECivil/2019-20**

To:

The Managing Director,
U.P. Cooperative Sugar Factories federation Ltd,
9-A, Rana Pratap Marg
Lucknow(U.P)-226001

Dear Sir,

Having examined the e-Bid Documents, we, the undersigned, offer to construct……
in conformity with the said e-Bid(Section II) of the e-Bid Document and will for the Construction **of new sugar godown, having storage capacity of 1.00 lac Qtls sugar bags** at 3500 TCD Chini Mill, Sathiaon (Azamgarh), Uttar Pradesh from our manufacturing works/units as per specifications (Section III(c)) in addition to this, the particulars of our organization such as legal status, details of experience and past performance, capability statement and the required e-Bid security/EMD for Rs.7,30,000/- in the form of Demand Draft/ RTGS / NEFT/ NET BANKING in favour of **UP Co-operative Sugar Factories Federation Ltd. Payable at Lucknow** is furnished with this e-Bid form.

We further undertake, if our e-Bid is accepted, to for the Construction new **sugar godowns having storage capacity of 1.00 lsc Qtls. sugar bags,** at 3500 TCDChini Mill, Sathiaon (Azamgarh), Uttar Pradesh in accordance with the completion 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 of ……..20……..

--- ---

Signature (in the capacity of)

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

SECTION III(B): SCHEDULE OF REQUIREMENTS

SCHEDULE OF PROPOSED CIVIL WORKS FOR SATHIAON SUGAR FACTORY

1- Construction of New Sugar Godown having storage capacity of 1.00 lac qtls. of Sugar Bags.

Signature of Bidder

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 on ……2019 between Kisan Sahkari Chini Mills Ltd., Sathiaon (Azamgarh), a Cooperative Society within the meaning of the Cooperative Society Act - 1955 having its Head Office at Sathiaon, District Azamgarh, 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……..for ……as per details set out in the Tender document. The Contractor in response to the said Tender had quoted bid at ……which also include various terms & conditions as set out in the said Tender document. The Tender document alongwith 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 Kisan Sahkari Chini Mills, Sathiaon, (Azamgarh) 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
KISAN SAHKARI CHINI MILLS LTD.

1.

2.

GENERAL MANAGER
Ist PARTY
For and on behalf of

WITNESS: FOR M/S……..

……

1.
2.

IInd PARTY

SECTION III(E) : PERFORMANCE STATEMENT

for the Construction of **of new sugar godown, having storage capacity of 1.00 lacs. Qtls. sugar bags** at 3500 TCD Chini Mill, Sathiaon, Azamgarh. Uttar Pradesh satisfactorily in previous Three year to sugar mills RFC or any public sector undertaking

Name of Company/Firm ……

Order placed by (Full address of Federation	Order No. & Date	Description of order	Value of order	Date of completion of order		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	Certificate for the Civil Works for such type of projects already executed successfully in last three years in Govt./Private sector.	
2	Acceptance of Civil Works for such type of 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 such type of projects already executed successfully in last three years in Govt./Private sector.	
7	Details of last three years turnover duly certified by Chartered Accountant 2016-2017 2017-2018 2018-2019	
8	Copy of last submitted Income Tax Return and PAN card (self attested)	
9	Details of GST Registration	
10	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**.**

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 for the Civil Works of such type of projects_satisfactorily in last three year to sugar mills or other industries of Govt. and private sector	
5	ITB Clause 21.3	Copy of detail of FEE and EMD	
6	ITB Clause 21.4	Copy of Authorisation letter by the competent authority for the authorized person.	
7	ITB Clause 21.5	Experience certificate for Civil Works of such type of projects	
8	ITB Clause 21.6	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 GST Registration	
11	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	
12	SECTION II	Acceptance to the Conditions of Contract	
13	SECTION III(A)	e- bid Form	
14	SECTION III(B)	Schedule of Requirements	
15	SECTION III (E)	Performance Statement	
16	SECTION III (F)	CAPABILITY STATEMENT	
17	SECTION IV (A)	e-Bid Form	
18	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

IFB No. **64/UPF/EECivil/2019-20**

To:
Managing Director,
U.P. Cooperative Sugar Factories Federation Ltd,
9-A, Rana Pratap Marg,
Lucknow

Dear Sir,

Having examined the e-Bid Documents, we the undersigned, offer to …….(Description of 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 execute Construction of new sugar godown, having storage capacity of 1.00 lac Qtls. at 3500 TCD Chini Mill, Sathiaon, Azamgarh**.** Uttar Pradesh from our manufacturing works/unit as per the Technical specifications (Section III (c) to your sugar factories. 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 / NEFT/ NET BANKING** in favour of UP Co-operative Sugar Factories Federation Ltd. Payable at Lucknow are furnished with this e-Bid form

We further undertake, if our e-Bid is accepted, to do the works in accordance with the completion schedule specified in the schedule of Requirements (section III(b))We agree to abide by this e-Bid for the e-Bid validity period specified in Clause 13.1 of the ITB and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

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

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

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

Dated …….day of ……..20

…….. ……..
(Signature & Name of official) (In the capacity of)

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

SCHEDULE OF WORK

Name of work: **The Construction of new sugar godown having storage capacity of 1.00 lac Qtls. sugar bags at 3500 TCD Chini Mill, Sathiaon, Azamgarh, Uttar Pradesh**

Date of inviting Tender: 20/08/2019

Date of opening Tender: 29/08/2019

Earnest Money: Rs. 7.30 lac

Time of completion: Six Months

Validity of Tenders: Three Months

S. No.	Item of Work	Qty	Unit	Per	Rate	Amount
1	2	3	4	5	6	7
1	(a) Excavation in foundation in ordinary soil Including lift upto 1.5 Mtr(5 ft) and lead Upto 30 Mtr. And including filling watering and ramming of excavated earth into the trenches or in the spaces between the building and the sides of foundation trenches or into the plinth and removal disposal of surplus earth as directed by the Engineer in charge upto a distance of 30 Mtr. from the foundation trenches	1200	Cu.M	Each	105.00	1,26,000.00
	(b) Same as item No.1(a) but extra lift from. 1.5 Mtr. To 3.00 Mtr.lead beyond 30 Mt. or part thereof.	480	Cu.M	Each	17.00	8,160.00
2	(a)Concrete with 4cm gauge stone ballast, coarse sand & cement in foundation and under Floor in proportion of 8:4:1 including supply of all materials labour and T&P etc.required for proper completion of the work	610	Cu.M	Each	5410.00	33,00,100.00
3	First Class Brick work (Class 150 bricks) with one part of cement and five part of coarse sand of F.M. 2.20 mortar in foundation and plinth including supply of all materials labour and T&P etc. requiredfor proper completion of the work.	132.00	Cu.M	Each	3700.00	4,88,400.00

4	(a) Earth work in cutting or in embankment in ordinary soil including ramming watering and dressing the surface to required levels and slopes and also including 1.5 Mtr.lift and 30 Mtr.lead. The earth from cutting to be used in making embankment or to be deposited as spoil bank within 30 Mtr. distance as directed by Engineer Incharge.	220	Cu.M	Each	90.00	19,800.00
	(b) Same as item No.4(a) above but when excavated earth is available within factory premises including all leads lifts and cartage.	220	Cu.M	Each	240.00	52,800.00
5	First class Brick work(with class 150 bricks) in 1:5 cement and coarse sand of 2.25 F.M. mortar in super structure including necessary cutting and moulding of bricks as required and also including honey comb brick work, thickness of wall not be less than 1 ½ brick	1015	Cu.M	Each	3910.00	39,68,650.00
6	Same as item No.5 above but for one brick thick walls.	850	Cu.M	Each	4120.00	35,02,000.00
7	Same as item No.5 above but in 1:4 cement a coarse sand of 2.20FM thickness of walls to be ½ brick .	9.00	Cu.M	Each	4355.00	39,195.00
8	Mild Steel or Iron in heavy size such as trusses built up gates, doors, frames record racks roof work, gates etc. wrought to required form, including drilling holes, riveting or welding where necessary and also including supply of steel bolts, nuts, wastage etc. and fixing in position, as may be required for proper completion of the work, including one coat of approved redoxide metal primer and one coat	90.00	M.T.	Each	58,100.00	52,29,000.00

	of superior British Antisol Paint or equivalent.					
9	Providing, laying, spreading & compecting, G.S.B. Gr-1 with closed graded material of specific sizes spreading in uniform layers 1.25 times the specified compacted thickness with motor grader on prepared surface, mixing by mix in place method with rotavator at OMC and compacting wheel smooth with roller 80-100 KN to achieve the desired density, all labour T&P etc. complete required for proper completion of the work as per the direction of engineer incharge and as per MORD specification clause 401.A (in 3.3 m width 15.00 cm compacted thickness and 20cm loose thickness).	908	Cu.M	Each	3000.00	27,24,000.00
10	R.C.C. work with cement approved coarse sand of 2.25 F.M. and 2cm. gauge approved stone grit in proportion of 1:2:4(M-150) in raft foundations & column footings excluding of supply of reinforcement and its bending but including its fixing and binding the same with 24 B.W.G. G.I. binding wire and including necessary centering and shuttering etc. and also including supply of all materials, labour and T&P etc. required for proper completion of work, binding wire to be supplied by the contractor free of cost.	274	Cu.M	Each	6100.00	16,71,400.00
11	As in item No.10 but in RCC T-beam slabs, roof & RCC columns	185	CuM	Each	7425-00	13,73,625-00

12	As in item No. 10 above but RCC M-150 in beams having span upto 6 mtrs.	245	Cu.M	Each	7480.00	18,32,600.00
13	Mild Steel Iron(M.S. Round or Tor Bar) in plain work such as reinforced concrete or reinforced brick work(when not including in an overall rates) wrought to required from as necessary including supply of steel and its wastage, bends, hoods and authorized over lapping shall be measured.	50	M.T.	Each	48,500.00	24,25,000.00
14	12 mm thick plaster with cement and fine sand of fineness modulous 1.25 mortar in the ratio of 1:6 over brick work minimum thickness not to be less than 1 cm(3/8") including supply of all materials, labour and T&P etc. required for proper completion of the work.	5900	Sq.M	Each	120.00	7,08,000.00
15	Add for extra labour and materials for plaster over rough face of one brick walls (one side only).	2950	Sq.M	Each	15.00	44,250.00
16	2.5 cm. (1") thick 1:2:4 plain C.C. floor with cement approved coarse sand 2 cm. graded approved stone grit laid in panels finished with 3 mm. thick floating coat of neat cement or cement and marble dust in ratio of 5:1 as specified removing any over lapping mortar on the joints of the panels, if any, giving them a uniform finish including supply of all materials, labour and T & P etc. required for proper completion of the work.	365	Sq.M	Each	255.00	93,075.00

17	Painting or varnishing new iron work in small areas or new wood work with one coat of ready mixed priming paint and two coats or approved superior quality ready mix paint or varnish including supply of all material, labour T&P required for the completion of the work-paint to be used should conform to the ISI No. 103-1950	100	Sq.M	Each	48-00	48,00.00
18	White washing three coats including supply of all materials labour and T&P required for proper completion of work.	3250	Sq.M	Each	12.00	39,000.00
19	Finishing walls with water proof cement paint of approved make and shade quality on new work with three coats to give an even shade including supply of all materials, labour and T&P etc., required for proper completion of the work.	5900.00	Sq.M	Each	68.50	4,04,150.00
20	Supply and fixing of rolling shutters of approved make made of 18 gauge cold rolled MS Lathe interlocked throughout their entire length and joined together at the end by end lock and mounted on specially designed pipe shaft with brackets, side guides and arrangements for inside and outside locking with push and pull operation complete including the cost of top cover and springs.	50	Sq.M	Each	1700.00	85,000.00
21	Add extra to item No. 20 above but providing mechanical device, chain, cranks, operating shutter.	50	SqM	Each	250.00	12,500.00
22	Local sand filling including supply of necessary quantity of sand, including watering ramming and dressing etc. Including cost of all materials labour &	900	Cu.M	Each	600.00	5,40,000.00

	T&P etc. Required or proper completion of the work.					
23	Supplying and fixing of all Galvalum steel profile colour coated sheet 0.50mm TCT over roof in position including supply of all materials including 8mm dia G.I self tapping screws and all labour and T&P and T&P required for proper completion of work.	3100	Sq.M.	Each	557.00	17,26,700.00
(b)	Same as above in item 23 but in ridges and gutters.	61	R.M	Each	372.00	22,692.00
24	Supplying & laying of 500 micron water proof plastic poly sheet under floor including cost of all materials labour & T&P etc. required for proper completion of work.	3300	M2	Each	75.00	2,47,500.00
25	Providing and laying Trimix 150mm(6") thick floor M-150 1:2:4 Grade concrete for flooring Pavement etc, mechanical Laying in alternate panels proposed patterns shown in the Drawing including providing and fixing M.S. angle/channel as shuttering consolidation With mechanical screen vibrators finishing the top surface as per required finish including all labour and material as per drawing and as per direction of Engineer In-Charge and curing of work executed as per RCC work of one cement & two coarse sand and 20mm grit four part. Rate shall be excluding the cost of reinforcement , and its bending, including P.V.C. pipe for expansion joints and filling the joints with bitumen are included in the rates, Trimix vacuum sysem for spreading screening, dewatering & flooring and	3000	M2	Each	1150.00	34,50,000.00

	trawling of concrete floor as per direction specified rates are also included flooring construction joint 6mm wide cutting the floor upto required depth of 6x20mm of the slab using mechanical saw, once inserting 2mm to 4mm thick filled with hot bitumen. The expansion joint shall be filled with 20mm thick shalitex board and top filled with Hot bitumen including all materials labour T&P etc. required for proper completion of the work. Vacuum dewatering system for concrete floor only (Reinforcement shall be paid extra).					
26	First class brick on edge floor laid dry Joints sand filled including preparation of base to proper slope & its Ramming & including supply of all materials Labour & t & p etc, required for proper completion of work	2850	M^2	Each	415.00	11,82,750.00
27.	Same as Item No. 26 above but bricks laid flat	2990.00	M2	Each	297.00	8,88,030.00
28.	Cleaning the site and disposal of fly ash and malba by using JCB and Dumpers including cost of all machinery and labour & T &P as per direction of Engineer I/ C .	One L.S Job	Job	Each	2,00,000.00	2,00,000.00

Total **3,64,09,177.00**

PRICE SCHEDULE

(This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for this Tender, Bidders are allowed to enter the bidder name and values only).

Validate Print Help BoQ

Tender Inviting Authority: U.P. Cooperative Sugar Factories Federation, Lucknow.

Name of Work: COMPETITIVE e-bidding FOR Registered Firm/Contractor for the Construction of new Sugar Godown having storage capacity of 1.00 lac qtls. of Sugar Bags at 3500 TCD Chini Mill, Sathiaon, Azamgarh Uttar Pradesh.

Contract No: 64/UPF/EECivil/2019-20

Bidder Name :					
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 #	TEXT #	NUMBER #	TEXT	TEXT #
Sl. No.	Item Description	Units	Quoted rate (in %)	Enter quoted rate at par/above/below	Quoted Rate in %
1	2	5	13	24	55
1	Civil Work				
1.01	I/We shall execute the items of works as mentioned in SCHEDULE OF WORK in tender document on page no.41 to 47 for above Civil works at Sathiaon Chini Mill.	JOB			INR Zero Only
Total in Figures					INR Zero Only
Quoted Rate in Words					