

THE KISAN SAHAKARI CHINI MILLS LTD.

POWAYAN SHAHJAHANPUR 242401

Email: powayan.sugar@gmail.com

Website: www.upsugarfed.org

**COMPETATIVE e-Bidding FOR CANE TRANSPORTATION FROM DIFFERENT
CENTER FOR SEASON 2022-23**

E-Bid REFERENCE : 432/ETENDER/CANE TRANSPORT/2022-23 Dt 12-10-2022
LAST DATE AND TIME FOR SUBMISSION OF E-Bids : 19-10-2022 – AT 06:55 P.M.

DATE AND TIME OF OPENING OF ON LINE TECHNICAL e-Bids : 20-10-2022 AT 11:00 A.M.

PLACE OF OPENING OF e-Bids : THE KISAN SAHAKARI CHINI MILLS LTD POWAYAN SHAHJAHANPUR 242401

ADDRESS FOR COMMUNICATION : GENERAL MANAGER
THE KISAN SAHAKARI CHINI MILLS LTD POWAYAN
SHAHJAHANPUR 242401

E-Bid EMD : 10000/-

This Document Contains -- 30 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 500.00+GST

INDEX

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

INVITATION FOR E-Bids

THE KISAN SAHKARI CHINI MILLS LTD POWAYAN, SHAHJAHANPUR 242401

Ref no. 432/etender/Cane Transport /2022-23

Dated 12-10-2022

CANE TRANSPORT TENDER NOTICE FOR SEASON 2022-23

E-tenders are invited from reputed Transporters for The Cane Transportation during season 2022-23. Tenders will be opened on the due date as uploaded below at 2.00 PM & negotiation will be held if seems necessary. The e-tender documents with Earnest money, Tender form fee, Tender form, terms and conditions can be downloaded from www.etender.up.nic.in. Earnest money, tender form fee will be deposit Bank Droft/RTGS in favour of mill society as per details given in E-portal. Right to reject any or all tenders without assigning any reason is reserved with undersign.

Sl no	Name of the Service	Technical bid opening at 11.15am	Commercial bid opening	E.M.D. (in Rs.)	Tender Form Fees	Starting date of uploading of E-Tender
1	Cane Transportation from different cane centers	20-10-2022	20-10-2022	10000	500	12-10-2022

General Manager

INVITATION FOR E-Bids
Online e-bids are invited from reputed Suppliers/Manufacturers for Supply of CANE
TRANSPORTAION FROM DIFFERENT CENTER

1. Bidders are advised to study the tender Document carefully. Submission of e-Bid against this tender shall be deemed to have been done after careful study and examination of the procedures, terms and conditions of the tender Document with full understanding of its implications.
2. The E-Bid prepared in accordance with the procedures enumerated in ITB **Clause 15** of Section-I should be submitted through e-Procurement website <http://etender.up.nic.in>.
3. The tender document is available at e-Procurement website <http://etender.up.nic.in> or Federation's website www.upsugarfed.org from **12/10/2022 at 11.00AM**. Interested bidders may view, download the e-Bid document, seek clarification and submit their e-Bid online up to the date and time mentioned in the table below:

(a)	Date of publication of e-tender notice & availability of Tender Document	Tender Notice has been published over e-Procurement website http://etender.up.nic.in and Federation's website www.upsugarfed.org and tender Document will be available from 12/10/2022 at 11.00AM at e-Procurement web site http://etender.up.nic.in and Federation's website www.upsugarfed.org
(b)	Availability of tender document on website	12/10/2022 at 11.00AM at E-Procurement web site http://etender.up.nic.in and Federation's website www.upsugarfed.org
(c)	Clarification start date & time	12/10/2022 at 11.00AM
(d)	Clarification end date & time	19/10/2022 upto 06:55 PM
(e)	E-Bid submission start date & time (Submission of e-tender fee, EMD and other supporting documents in PDF/XLS format)	12/10/2022 at 11.00AM
(f)	E-Bid submission end date & Time	19/10/2022 upto 06:55 PM
(g)	Online technical e-Bid opening date & time	20/10/2022 at 11:00 AM
(h)	Online financial e-Bid opening date & time (Only of technically qualified bidders)	20/10/2022 at 02:00 PM

(i)	Venue of opening of technical & financial e-Bids	Administration Block THE KISAN SAHKARI CHINI MILLS LTD POWAYAN, SHAHJAHANPUR 242401
(j)	Contact officer	Chief Cane Officer 7880888979 Email: powayan.sugar@gmail.com
(k)	Cost of e-Bid document	Rs 500.00+GST (Non-refundable)
(l)	E-Bid E.M.D	10000/-

4. The bidders need to submit the proof/cost of e-Bid document/processing as stated in the above table in Cash in the Chini Mill office or through Demand Draft in favour of **The Kisan Sahkari Chini Mills Ltd, (herein after referred as Purchaser) payable at POWAYAN SHAHJAHANPUR.** The scanned copy of the Cash Deposit Receipt or Demand Draft must be enclosed along with the e-Bids but the original Cash Deposit Receipt or Demand Draft should be submitted to the e-Tender Committee at e-Bid opening place before opening of technical e-Bid. Cost of e-Bid Document is Non-Refundable.
5. All E-Bid must be accompanied by E-Bid Earnest Money Deposit (EMD) in the form of Demand Draft, drawn in favour of, **The Kisan Sahkari Chini Mills Ltd, payable at POWAYAN SHAHJAHANPUR.** The scanned copy of the e-Bid EMD must be submitted along with the e-Bid and the original should be submitted to the e-Tender Committee at e-Bid opening place before opening of technical e-Bids. No Interest would be payable on e-Bid (Earnest Money) deposited with the Mill.
6. The e-Bids will be electronically opened in the presence of bidder's representatives, who choose to attend at the venue, date and time mentioned in the above table. An authority letter of bidders'/OEM representative will be required to be produced.
7. The General Manager reserves the right to cancel any or all the e-Bids/annul the e-Bid process without assigning any reason thereof. The decision of General Manager will be final and binding.
8. In the event of date specified for e-Bids opening being declared a holiday for Mill's office then the due date for opening of e-Bids shall be the next working day at the appointed time and place.
9. All the required documents including Price Schedule/BOQ should be uploaded by the e-Bidder electronically in the PDF/XLS format. The required electronic documents for each document label of Technical (Fee details, Qualification details, e-Bid Form and Technical Specification details) schedules/packets can be clubbed together to make single different files for each label.
10. The Suppliers 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 Suppliers 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 for participating in this e-tender and other e-tenders of UP Govt departments. The companies/firms, who are not having digital signature, can also get their digital signature on deposit of processing fees.

For E-Tendering Enquiry Please Contact Following Persons

01.Sri Ritwik Saxena , Federation	- 07880888823	
02.Sri Siddharth Shukla	- 09005621259	U.P.L.C.
03. CCO	- 07880888979	
04.CA	- 07880888980	

SECTION I: INSTRUCTIONS TO BIDDERS (ITB)

(A) THE BID DOCUMENT

1-Cost of e-Bid

- a) The bidder shall bear all costs associated with the preparation and submission of its e-Bid and **The Kisan Sahkari Chini Mills Ltd, POWAYAN SHAHJAHANPUR** hereinafter referred to as “the Purchaser”, will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the e-Bid process.
- b) This tender document is available on the web site <http://etender.up.nic.in> and www.upsugarfed.org to enable the bidders to view, download the e-Bid document and submit e-Bids online up to the last date and time mentioned in e-Tender notice/e-tender document against this e-Tender. The bidders shall have to pay e-Tender document fee of **Rs 500.00+GST** in cash or through Demand Draft payable in favour of **The Kisan Sahkari Chini Mills Ltd**, payable at **POWAYAN SHAHJAHANPUR**. The scanned copy of the Cash Deposit Receipt or Demand Draft must be enclosed along with the e-Bid but the original Cash Deposit Receipt or Demand Draft should be submitted to the e-Tender Committee at e-Bid opening place before opening of the technical e-Bid. This e-tender document fee of Rs. 500+GST will be non-refundable.

2-Contents of e-Bid Document

- 2.1 The Refractory Material required to be supplied; e-Bid procedure and contract terms and conditions are prescribed in the e-Bid document. The e-Bid document includes:

Invitation for e-Bid

Section I	: Instruction to bidders (ITB);
Section II	: Conditions of E-tender/ Contract (CC);
Section III	: Technical e-Bid;
Section IV	: Financial e-Bid;

- 2.2 The bidder is expected to examine all instructions, forms, terms and specifications in the e-Bid document. Failure to furnish all informations required as per the e-Bid document or submission of e-Bid not responsive to the e-Bid document in every respect will be at the bidder’s risk and may result in rejection of the said e-Bid.

3-Clarification of e-Bid Document

A prospective bidder requiring any clarification of the e-Bid document may raise his/her point of clarification through Bid Management Window after successfully login to the e-Procurement website <http://etender.up.nic.in>. The bidder may seek clarification by posting query in the relevant window after clicking "Seek Clarification" option in the view e-tender details window for e-tender which can be selected through my tender option of e-Bid submission menu. The clarification will be replied back by the Purchaser through the e-Procurement website which can be read by the bidder through the "Clarification" option under Bid Submission menu. The Purchaser may also respond to clarifications raised by the prospective bidders on Chini Mill e-mail address powavan.sugar@gmail.com

4. Amendment of e-Bid Document

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

(B) PREPARATION OF e-Bid

5 Language of e-Bid

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

6 Documents Constituting the e-Bid

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

- (i) **e-Bid Form** – includes copy of filled in e-Bid Form as per Section-IV (A) of e-tender document in PDF format.
- (ii) **Price Schedule/BOQ** includes Price Schedule/BOQ in XLS format to be filled in after downloading from the e-Procurement website for this e-tender.

7-e-Bid Form

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

8 e-Bid Price

- 8.1 The bidder shall quote separately in the downloaded spread sheet file for the Price of **CANE TRANSPORTAION FROM DIFFERENT CENTER**.
- 8.2 The price of **CANE TRANSPORTAION FROM DIFFERENT CENTER** Exclusive of all duties, sales and other taxes against input tax credit benefit.
- 8.3 Prices quoted by the bidder shall be fixed during the bidder's performance of the Contract and not subject to variation on any account subject to ITB Clause 25.1. A e-Bid submitted with an adjustable price quotation unless asked for shall be treated as non-responsive and rejected.

9 e-Bid Currencies

Prices shall be quoted in Indian Rupees only.

10 Documents Establishing bidder's Qualification

- 10.1 Pursuant to ITB Clause 6, the bidder shall furnish, as part of its Technical e-Bid, documents establishing the bidder's qualification to perform the Contract if its e-Bid is accepted. The documentary evidence should be submitted by the bidder electronically in the PDF format.

The documentary evidence of bidder's qualification to perform the Contract if its e-Bid is accepted shall be as per Qualification Requirements specified in Section III (D) of e-tender document.

11 Documents Establishing For **CANE TRANSPORTAION FROM DIFFERENT CENTER Conformity to e-Bid Documents**

- 11.1 Pursuant to ITB Clause 6, the bidder shall furnish, as part of its e-Bid, documents establishing the conformity to the e-Bid documents of all goods and services which the bidder proposes to supply under the contract. The documentary evidence should be in the PDF file format.

12 e-Bid Earnest Money Deposit (EMD)

12.1 Pursuant to ITB Clause 6, the bidder shall furnish, as part of its e-Bid, an e-Bid EMD of **10000/-** in form of Demand Draft, in favour of The Kisan Sahkari Chini Mills Ltd, payable at **POWAYAN SHAHJAHANPUR**. The scanned copy of the e-Bid EMD must be submitted along with the e-Bid and the original should be submitted to the e-Tender Committee at e-Bid opening place before opening of technical e-Bid. No Interest on EMD will be paid.

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

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

A Demand Draft payable in favour of **The Kisan Sahkari Chini Mills Ltd**, payable at **POWAYAN SHAHJAHANPUR**.

12.4 Any e-Bid not secured in accordance with ITB Clauses 12.1 and 12.3 above shall be treated as non-responsive and rejected by the Mill.

12.5 Unsuccessful bidder's e-Bid E.M.D will be returned upon the written request through cheque as promptly as possible.

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

(a) if a bidder (i) withdraws its e-Bid during the period of e-Bid validity specified by the bidder on the e-Bid Form; or (ii) does not accept the correction of errors pursuant to ITB Clause 22.2; or (iii) modifies its e-Bid price during the period of e-Bid validity specified by the bidder on the e-Bid form or

(b) In case of a successful bidder, if the bidder fails:

(i) To sign the Contract with the Mill in accordance with ITB Clause 28; or

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

13 Period of Validity of e-Bid

13.1 E-Bid shall remain valid up to 180 days and the Rate contract for the period up to MApril 2018. An e-Bid valid for a shorter period shall be rejected by the Mill as non-responsive.

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

14 Format and Signing of e-Bid

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

14.2 The e-Bid document shall be digitally signed, at the time of uploading, by the bidder or a person or persons duly authorized to bind the bidder to the Contract. The letter of authorization shall be indicated by a scanned copy of written power-

of-attorney accompanying the e-Bid. All the pages/ documents of the e-Bid that are to be uploaded shall be digitally signed by the person authorized to sign the e-Bid.

15. Submission of e-Bid

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

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

- 15.1 For participating in e-Bid through the e-tendering system, it is necessary for the bidders to be the registered users of the e-Procurement website <http://etender.up.nic.in>. The bidders must obtain a User Login Id and Password by registering themselves with U.P. Electronics Federation Limited, Lucknow if they have not done so previously for registration. Refer to details given in Invitation for e-Bid Clause 10.
- 15.2 In addition to the normal registration, the bidder has to register with his/her **Digital Signature Certificate (DSC)** in the e-tendering system and subsequently he/she will be allowed to carry out his/her e-Bid submission activities. Registering the Digital Signature Certificate (DSC) is 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 Mill shall not be held responsible if the bidder tries to submit his/her e-Bid at the last moment before end date of submission but could not submit due to DSC registration problem.

- 15.3 The bidder can search for active tenders through "Search Active tenders" link, select a tender in which he/she is interested in and then move it to 'My Tenders' folder using the options available in the e-Bid Submission menu. After selecting and viewing the tender, for whom the bidder intends to e-Bid, from "My Tenders" folder, the bidder can place his/her e-Bid by clicking "Pay Offline" option available at the end of the view tender details form. Before this, the bidder should download the e-tender document and Price Schedule/Bill of Quantity (BOQ) and study them carefully. The bidder should keep all the documents ready as per the requirements of e-tender document in the PDF format except the Price Schedule/Bill of Quantity (BOQ) which should be in the XLS format (Excel sheet).

- 15.4 After clicking the 'Pay Offline' option, the bidder will be redirected to the Terms and Conditions page. The bidder should read the Terms & Conditions before proceeding to fill in the Tender Fee and EMD offline payment details. After entering and saving the Tender Fee and EMD details, the bidder should click "Encrypt & Upload" option given in the offline payment details form so that "Bid Document Preparation and Submission" window appears to upload the documents as per Technical (Fee details, Qualification details, e-Bid Form and Technical Specification details) and financial (e-Bid Form and Price Schedule/BOQ) schedules/packets given in the tender details. The details of the Demand Draft or any other accepted instrument which is to be physically sent in original before opening of technical e-Bid, should tally with the details available in the scanned copy and the data entered during e-Bid submission time otherwise the e-Bid submitted will not be accepted.
- 15.5 Next the bidder should upload the Technical e-Bid documents for Fee details (e-tender fee and EMD), Qualification details as per "ITB Clause 10 or 21", e-Bid Form as per "Section-III(A)" and Technical Specification details as per "Section-III(C):Technical Specifications" and Financial e-Bid documents as per "Section-IV(A):e-Bid Form" and "Section-IV(B):Price Schedule/BOQ" of e-tender document. Before uploading, the bidder has to select the relevant Digital Signature Certificate. He may be prompted to enter the Digital Signature Certificate password, if necessary. For uploading, the bidder should click "Browse" button against each document label in Technical and Financial schedules/packets and then upload the relevant PDF/XLS files already prepared and stored in the bidder's computer. The required documents for each document label of Technical (Fee details, Qualification details, e-Bid Form and Technical Specification details) and financial (e-Bid Form and Price Schedule/BOQ) schedules/packets can be clubbed together to make single different files for each label.
- 15.6 The bidder should click "Encrypt" next for successfully encrypting and uploading of required documents. During the above process, the e-Bid documents are digitally signed using the DSC of the bidder and then the documents are encrypted/locked electronically with the DSC's of the bid openers to ensure that the e-Bid documents are protected, stored and opened by concerned bid openers only.
- 15.7 After successful submission of e-Bid document, a page giving the summary of e-Bid submission will be displayed confirming end of e-Bid submission process. The bidder can take a printout of the bid summary using the "Print" option available in the window as an acknowledgement for future reference.
- 15.8 Mill reserves the right to cancel any or all e-Bids without assigning any reason.

16-Deadline for Submission of e-Bid

- 16.1 e-Bid (Technical and Financial) must be submitted by the bidders at e-Procurement website <http://etender.up.nic.in> not later than time 06:55 PM and 19/10/2022 the date as mentioned on page 4 (as the server time displayed in the e-Procurement website).
- 16.2 The Mill may, at its discretion, extend this deadline for submission of e-Bid by amending the e-Bid document in accordance with ITB Clause 4, in which case all rights and obligations of the Mill and bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

17 Late e-Bid

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

18 Withdrawal and Resubmission of e-Bid

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

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

18.3 No e-Bid may be withdrawn in the interval between the deadline for submission of e-Bids and the expiration of period of e-Bid validity. Withdrawal of an e-Bid during this interval may result in the bidder's forfeiture of his/her e-Bid E.M.D, pursuant to ITB Clause 12.7.

18.4 The bidder can re-submit his/her e-Bid as and when required till the e-Bid submission end date and time. The e-Bid submitted earlier will be replaced by the new one. The payment made by the bidder earlier will be used for revised e-Bid and the new e-Bid submission summary generated after the successful submission of the revised e-Bid will be considered for evaluation purposes. For resubmission, the bidder should first log in using his/her Login Id and Password and subsequently by his/her Digital Signature Certificate on the e-Procurement website <http://etender.up.nic.in>. The bidder should then select "My Bids" option in the Bid Submission menu. The page listing all the bids submitted by the bidder will be displayed. Click "View" to see the details of the e-Bid to be resubmitted. After selecting the "Bid Resubmission" option, click "Encrypt & Upload" to upload the revised e-Bid documents by following the methodology provided in clauses 15.4 to 15.7.

18.5 The bidders can submit their revised e-Bids as many times as possible by uploading their e-Bid documents within the scheduled date & time for submission of e-Bids.

18.6 No e-Bid can be resubmitted subsequently after the deadline for submission of e-Bids.

(C) e-Bid OPENING AND EVALUATION OF e-Bid

19(A) Opening of Technical e-Bid by the Mill

19.A-1 The Mill will open all technical e-Bids, in the presence of bidders' representatives who choose to attend at 11:00 AM on 20/10/2022 at The Kisan Sahkari Chini Mills Ltd, POWAYAN SHAHJAHANPUR. The bidder's representatives who are present shall sign a register evidencing their attendance. In the event of the specified date of e-Bid opening being declared a holiday for the Mill, the e-Bids shall be opened at the appointed time and place on the next working day.

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

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

19.A-4 General Manager reserves the right to postpone the date and time of opening of Technical & Financial E-Bid in unavoidable circumstances and all the bidders will be informed.

19(B) Opening of Financial e-Bid

19B-1 After evaluation of technical e-Bid, the Mill shall notify those bidders whose technical e-Bids were considered non-responsive to the Conditions of the Contract and not meeting the technical specifications and Qualification Requirements indicating that their financial e-Bids will not be opened. The Mill will simultaneously notify the bidders, whose technical e-Bids were considered acceptable to the Mill. The notification may be sent by letter, fax or by e-mail.

19B-2 The financial e-Bids of technically qualified bidders shall be opened on 20/10/2022 at 02:00 PM in the presence of bidders who choose to attend the opening of financial bid. The name of bidders, Unit Price quoted for various items etc will be announced at the meeting.

19B-3 The Mill will prepare the minutes of the e-Bid opening.

20 Clarification of e-Bid

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

21 Evaluation of technical e-Bid and Evaluation Criteria

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

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

21.1 The e-Bid submitted without required documentary proof shall be rejected.

The tenderer has to submit earnest money of 10000/- by demand draft of any Nationalised/Scheduled Bank in favour of **The Kisan Sahkari Chini Mills Ltd.** Payable at **POWAYAN SHAHJAHANPUR**. The scanned copy of EMD should be uploaded with tender for **CANE TRANSPORTAION FROM DIFFERENT CENTER**.

1. Tenderer must have registration in the Sales Tax Department/GST & has to submit TIN issued by the department.
2. Tenderer must have registration in the Goods and Service Tax Department & has to submit Registration Certificate.
3. Tenderer must have registration in the Income Tax Department & has to submit copy of PAN/GST no.
4. Incase, tenderer has **CANE TRANSPORTAION FROM DIFFERENT CENTER** to other Mills/Industries, copies of orders should be submitted as a proof of supply of **CANE TRANSPORTAION FROM DIFFERENT CENTER**.

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

21.5 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 are rejected.

22 Financial Evaluation and Comparison of e-Bid

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

22.2 No additional payments shall be made for completion of any contractual obligation beyond the quoted prices. If the supplier does not accept the correction of errors if any, its e-Bid shall be rejected and its e-Bid security may be forfeited.

22.3 No weightage/preference shall be given to the bidder quoting any higher technical specifications against the technical specifications of the items asked in the e-tender.

22.4 The Mill's evaluation of a financial bid shall be based in terms of lowest rate quoted including all taxes, duties & other expenses.

22.5 The Financial Bids will be opened by Tender Evaluation committee (TEC) in the presence of Bidders' representatives (only one) who choose to attend the Financial Bid opening on date and time to be communicated to all the technically qualified Bidders. The Bidder's representatives who are present shall sign a register evidencing their attendance.

The name of Bidder, Bid Prices etc shall be announced at the meeting.

The commercial quotes of the lowest Bidder shall be notified as L-1. The Quantity offered by the L-1 shall be first taken into consideration.

The bidders are required to give their lowest rates in the tenders, though, generally negotiation will not be held but if required then it will be done with the lowest bidder (L-1) unit wise.

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

supply the reduced quantity (which shall be more than the guaranteed minimum quantity) and rest of the quantity shall be allotted to subsequent bidder(s) provided the successful Bidder(s) are ready to offer the quantity at the rates quoted by L-1.

- 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 manufacture and supply.
- 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 the MILL Society.

23 Contacting the mill.

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

(D) AWARD OF CONTRACT

24 Award Criteria

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

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

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

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

- 26.1 The General Manager reserves the right to accept or reject any E-Bid, and to annul the e-Bid process and reject all e-Bids at any time prior to contract award, without thereby incurring any liability to the affected bidder or bidders.

27-Notification of Award

- 27.1 Prior to the expiration of the period of e-Bid validity, the mill will notify the successful bidder in writing by letter/e-mail/fax that his/her e-bid has been accepted.

28 Signing of Contract

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

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

1. ELIGIBILITY

E-tenders are invited from reputed Suppliers/Manufacturers for **CANE TRANSPORTAION FROM DIFFERENT CENTER** for Sugar Mill.

2. DELIVERY

The **CANE TRANSPORTAION FROM DIFFERENT CENTER** shall tantively start from Second week of August to end of crushing season 2022-23. In case of necessity, the period may be extended

The Mill reserves the right to amend, postpone, reduce or cancel any order under force majeure condition without any notice & without liability for damages/claims on this account.

The may vary the quantity as per assessment of requirement from time to time & may also change the delivery schedule in emergency by giving advance notice of at least 03 days.

3. EARNEST MONEY

Each tender shall be accompnid by an earnest money of **10000/-** in the form of Bank Draft of a Nationalised Bank in favour of **The Kisan Sahkari Chini Mills Ltd**, payable at **POWAYAN SHAHJAHANPUR / Deposit Certificate issued by Mill Society**. No interest shall be payable on the earnest money.

4. PAYMENT

Payment shall be made 100% after verification of quantity & quality of **CANE TRANSPORTAION FROM DIFFERENT CENTER** at Mill site after receipt of material.

5. ARBITRATION

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

6. E-BIDS OPENING

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

7. **GENERAL TERMS & CONDITIONS FOR SUPPLY CANE TRANSPORTAION
FROM DIFFERENT CENTER**

1. Please quote the rates along with complete terms and condition & Prevailing price list & discount. Should be mentioned clearly in tender form.
2. Conditional & incomplete tender will not be accepted by mill society.
3. If you are manufacturers/dealer/distributor/stockiest, please enclose the certificate along with tender form.
4. G.S.T. invoice/gate pass should be provided by you for Input Tax Credit claims.
5. The General Manager reserves the right to accept or reject any or all tenders without assigning the reason thereof.
6. In case of any dispute, decision of District Magistrate, Shahjahanpur shall be final & binding on both the parties.
7. All disputes arising of this deal shall be subject to Shahjahanpur Jurisdiction
8. All taxes such as VAT/CST/GST (w.e.f.) or any other tax as applicable shall be charge actual in the bill.

All the terms & conditions are
accepted

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

नियम एवं शर्तः-

1. निविदादाता द्वारा पेराई-सत्र 2022-23 के लिए आवंटित कय-केन्द्रों से गन्ना दुलाई/लदाई कार्य हेतु स्वीकृत दर के अनुसार शुद्ध जूना रहित गन्ना पहुँच पर प्रति कु0 दर के अनुसार चीनी मिल भुगतान करेगी ।
2. निविदा की अर्नेस्ट मनी धरोहर धनराशि 10000/- का डिमाण्ड ड्राफ्ट/आर0टी0जी0एस0 किसान सहकारी चीनी मिल्स लि0, पुवाय के पक्ष में बनवाकर प्रस्तुत कर सकते हैं ।
3. गन्ना उतराई,भराई एवं दुलाई का पाक्षिक बिल मिल के गन्ना कार्यालय में प्रत्येक माह की 16 व 01 तारीख तक देना होगा । जूना रहित शुद्ध गन्ने की मात्रा जो मिल गेट पर प्राप्त होगी, उसी आधार पर बिल बनाया जायेगा। प्रत्येक बिल से 10 प्रतिशत जमानत तथा नियमानुसार आयकर की कटौती करके भुगतान परिवहन ठेकेदार को किया जायेगा । ठेकेदार द्वारा लिये गये प्रत्येक व्यय के दायित्व उसके बिल से काट लिये जायेंगे तथा 10 प्रतिशत जमानत की धनराशि मिल बन्द होने के 45 दिन पश्चात दुलाई कार्य सन्तोषजनक सम्पन्न करने पर वापस कर दी जायेगी, जिस पर मिल समिति किसी प्रकार का ब्याज नहीं देगी ।
4. मिल समिति द्वारा जिस तिथि में कय-केन्द्र पर गन्ना कय किया जायेगा। परिवहन ठेकेदार द्वारा सम्पूर्ण कथित गन्ने की दुलाई उसी तिथि अथवा अगली तिथि के प्रातः 10:00 बजे तक करनी होगी यदि परिवहन ठेकेदार ऐसा नहीं करता है तो होने वाली छीज के अतिरिक्त रुपये 05/-प्रति कु0 अर्धदण्ड भी लगाया जा सकता है, जो उसी बिल से समायोजित कर लिया जायेगा।
5. सभी परिवहन वाहनों पर जी0पी0एस0 लगा होना अनिवार्य है।
6. गन्ना दुलाई में प्रयोजित होने वाले वाहनों (ट्रक/ट्राला) का व्यावसायिक पंजीकरण होना अनिवार्य है।
7. दुलाई वाहनों (ट्रक/ट्राला) से किसी भी प्रकार की दुर्घटना होने पर प्रतिपूर्ति का दायित्व परिवहन ठेकेदार का होगा।
8. यदि परिवहन ठेकेदार की वजह से गन्ना खरीद कार्य बन्द हो जाता है तो प्रति ट्रक प्रतिदिन रू0 210/-की दर से जुर्माना देना होगा ।
9. निविदादाता को निविदा शर्त व कार्यादेश के अनुसार प्रति कय-केन्द्र के हिसाब से धरोहर धनराशि चीनी मिल में जमा करनी होगी । समस्त धरोहर/जमानत धनराशि सन्तोषप्रद कार्य सम्पादन(कार्य समाप्ति) के 45 दिन बाद बिना किसी ब्याज के वापस कर दी जायेगी । परिवहन ठेकेदार का कार्य सन्तोषप्रद न होने अथवा बीच में छोड़ दिये जाने अथवा किसी भी धारा के उल्लंघन किये जाने पर जमानत तथा धरोहर का कुछ अथवा पूर्ण हिस्सा मिल समिति जो भी उचित समझे जब्त किया जा सकता है । इसके साथ ही परिवहन ठेकेदार के मध्य में कार्य छोड़ देने से यदि जमानत की सीमा से अधिक मिल समिति को व्यवस्था करने में वहन करनी पडती है तो मिल समिति को यह अधिकार होगा कि जमानत की धनराशि जब्त करने के साथ-साथ अतिरिक्त की क्षति की धनराशि परिवहन ठेकेदार से वसूल कर ले ।
10. गन्ना ट्रान्सपोर्टर केवल कय-केन्द्र से ही गन्ना उटायेंगे । किसी भी दशा में कृषक के खेत से सीधे गन्ना उठाने की अनुमति नहीं होगी । ट्रान्सपोर्टर द्वारा सीधे खेत से गन्ना उठाने की स्थिति में प्रथम पक्ष द्वारा बिना किसी सूचना के अनुबन्ध समाप्त कर दिया जायेगा और धरोहर तथा जमानत धनराशि जब्त कर ली जायेगी तथा सम्बन्धित ठेकेदार को ब्लैक लिस्ट (काली सूची बद्ध) कर दिया जायेगा । दो पहियों वाली ट्राली को कय-केन्द्र का चालान देय नहीं होगा ।
11. कय-केन्द्र पर आने वाले वाहनों से गन्ना उतारने चट्टा लगाने तथा अपने ट्रकों में भरने एवं दुलाई हेतु जो दर निर्धारित हो निविदादाता को पेराई-सत्र की सम्पूर्ण अवधि के लिये मान्य होगी । कृषकों का सम्पूर्ण गन्ना खरीद कर जब तक चीनी मिल/कय-केन्द्र बन्द नहीं होता है तब तक निविदादाता गन्ना दुलाई का कार्य बन्द नहीं करेगा ।
12. निविदादाता कय किये गये गन्ने की बैल गाड़ियों एवं ट्रालियों से अपने श्रमिकों द्वारा उतारने तथा आवश्यकता अनुसार चट्टा लगाने एवं अपने ट्रकों में भरकर मिल के केन कैरियर तक पहुँचाने का कार्य पूर्ण जिम्मेदारी एवं सुरक्षा के साथ करना होगा । इन समस्त कार्यों का प्रबन्ध निविदादाता को सम्यक रूप से रात्रि व दिन के लिये लगातार करना होगा । रैम्प निर्माण प्रकाश एवं केन कटर आदि की व्यवस्था निविदादाता/ठेकेदार को करनी होगी ।
13. निविदादाता/ठेकेदार द्वारा प्रत्येक ट्रक जो गन्ना ढोने हेतु लगाये जायेंगे । यदि निविदादाता के पास स्वयं के ट्रक नहीं हैं तो सम्बन्धित से रू0 100 का गैर न्यायिक स्टाम्प पर ट्रक मालिक से सहमति, गाड़ी रजिस्ट्रेशन नम्बर आदि जमा कराना होगा। प्रत्येक ट्रक के मालिक का नाम एवं रजिस्ट्रेशन नम्बर लिखित देना होगा । साथ ही किसी चीनी मिल में गन्ना दुलाई कार्य का अनुभव प्रमाण-पत्र देना अनिवार्य होगा । इस प्रकार गन्ना दुलाई हेतु लगाये गये ट्रकों को निविदादाता किसी दूसरे कार्य पर बिना चीनी मिल के सक्षम अधिकारी की स्वीकृति के नहीं लगायेगा । यदि निविदादाता इसका उल्लंघन करता है तो रू0 2000/- प्रति ट्रक प्रति दिन के हिसाब से जुर्माना देना होगा । जब तक सम्बन्धित ट्रक कय-केन्द्र पर गन्ना दुलाई कार्य पुनः नहीं प्रारम्भ कर देता है । इस बीच यदि वैकल्पिक व्यवस्था करनी पडी तो उस पर किये गये अतिरिक्त व्यय को चीनी मिल द्वारा परिवहन ठेकेदार के बिलों अथवा जमानत की धनराशि से वसूल किया जायेगा ।
14. निविदा देने के पूर्व निविदादाता अपने मार्ग का भली-भाँति अवलोकन करके ही दर अंकित करें। इसके पश्चात मिल किसी प्रकार की दरों में बुद्धि का क्लेम स्वीकार नहीं करेगी, चाहे गन्ना किसी भी मार्ग से लाया जाये । इसके अतिरिक्त निजी स्वामित्व के ट्रकों का नम्बर एवं आर0सी0 देना अनिवार्य होगा ।
15. टोल टैक्स का भुगतान रसीद प्रस्तुत करने के पश्चात ही देय होगा ।
16. सशर्त निविदा मान्य नहीं होगी ।
17. निविदादाता की निविदा स्वीकार होने पर उसे तीन दिन के अन्दर उ0प्र0 सहकारी चीनी मिल संघ लि0,लखनऊ द्वारा निर्धारित प्रारूप पर अनुबन्ध करना होगा, जिसके लिए रुपये 100/- का स्टाम्प पेपर निविदादाता को स्वयं उपलब्ध कराना होगा ।
18. परिवहन ठेकेदार स्वयं अथवा प्रतिनिधि कय-केन्द्र पर सदैव उपस्थित रहेगा । प्रतिनिधि का नाम चीनी मिल के सक्षम अधिकारी को लिखित रूप में देना होगा, जिन्हें अनुबन्ध से सम्बन्धित निर्देशों के अनुसार कार्य सम्पन्न करना होगा ।

19. चीनी मिल अपने क्रय-केन्द्र पर निर्धारित मात्रा में गन्ना क्रय करेगी, जिसकी सूचना परिवहन ठेकेदार को समयानुसार दी जायेगी। क्रय किये गये गन्ने की ढुलाई परिवहन ठेकेदार को सन्तोषजनक ढँग से करनी होगी। मिल समिति यदि ऐसा समझती है कि द्वितीय पक्ष का कार्य सन्तोषजनक नहीं है तो वह अपने ओर से गन्ना ढुलाई/लदाई की व्यवस्था स्वयं करेगी, जिस पर होने वाला अतिरिक्त व्यय द्वितीय पक्ष को वहन करना होगा।
20. निविदा सूचना में दर्शायी गयी मात्रा घट बढ़ सकती है तथा क्रय-केन्द्र गन्ना आयुक्त, उ0प्र0 द्वारा निरस्त किया जा सकता है, जिसके लिए मिल समिति उत्तरदायी न होगी।
21. परिवहन ठेकेदार को ट्रक में गन्ना भरने के बाद उसे रस्से से बाँधकर लाना होगा ताकि रास्ते में ट्रक से गन्ना गिरने न पाये यदि वह ऐसा नहीं करता है तो रू0 300/- प्रति ट्रक जुर्माना ठेकेदार के बिलों से वसूल करने का अधिकार मिल समिति को होगा।
22. परिवहन ठेकेदार को ट्रक ढुलाई/लदाई कार्य नियमित रूप से पेरार्ड-सत्र की समाप्ति तक (अन्तिम रूपसे गन्ने खरीद बन्द होने तक) करना होगा। मिल द्वार पर गन्ना अनलॉडिंग में प्राकृतिक कारणों से या किसी यान्त्रिक खराबी से मिल की आकस्मिक बन्दी के समय ट्रकों को अधिक समय तक रूकना पड़ सकता है, जिसके लिए चीनी मिल किसी प्रकार के क्लेम के लिए जिम्मेदार न होगी। मिल सफाई, हडताल तथा अपरिहार्य कारणों से क्रय केन्द्र की सामयिक बन्दी की दशा में परिवहन ठेकेदार को किसी भी प्रकार की क्षति प्राप्त करने का अधिकार नहीं होगा।
23. परिवहन ठेकेदार फ़ैक्ट्री एक्ट एवं सभी नियमों अधिनियमों विनियमों के अधीन नियमानुसार समस्त औपचारिकताओं की पूर्ति स्वयं करेगा तथा समस्त नियमों के प्रति उत्तरदायी होगा। परिवहन ठेकेदार नियोजित श्रमिकों के सम्बन्ध में श्रम अधिनियमों का पूर्ण पालन करेगा तथा उसके लिए स्वयं उत्तरदायी होगा।
24. निविदादाता की दर अनुमोदित होने व क्रय-केन्द्र आवंटित होने के उपरान्त प्रत्यक्ष अथवा परोक्ष रूप से पूर्ण अथवा आंशिक रूप से किसी अन्य व्यक्ति को ट्रान्सफर करने का अधिकार परिवहन ठेकेदार को नहीं होगा।
25. परिवहन ठेकेदार उनके प्रतिनिधियों कर्मचारियों (ड्राइवर सहित) द्वारा मिल के कर्मचारियों व अधिकारियों द्वारा दिये गये निर्देशों का पालन न करने अथवा मिल में कोई हानि करने की स्थिति में हुई किसी प्रकार की क्षति के लिये चीनी मिल को यह अधिकार होगा कि इस क्षति की पूर्ति ठेकेदार के बिल, जमानत अथवा अन्य साधनों से वसूल कर ले।
26. परिवहन ठेकेदार के ट्रक में मिल कर्मचारियों/गन्ना विभाग के कर्मचारियों को क्रय-केन्द्र से निःशुल्क आने-जाने तथा डॉक भेजने व मगाने का अधिकार होगा। इस सम्बन्ध में किसी प्रकार की अवहेलना पर मिल समिति (प्रधान प्रबन्धक) को ठेकेदार पर दण्ड आरोपित करने का भी अधिकार होगा जो रूपये 300/- (तीन सौ) हो सकता है।
27. परिवहन ठेकेदार व उसके कर्मचारियों या नामांकित प्रतिनिधियों द्वारा मिल की गन्ना आपूर्ति में लापरवाही से यदि कोई क्षति पहुँचती है तो ठेकेदार के बिल/जमानत/अन्य साधनों से पूरी कर ली जायेगी।
28. परिवहन ठेकेदार द्वारा रखे गये ड्राइवर अथवा किसी भी कर्मचारी को क्रय-केन्द्र अथवा मिल क्षेत्र में मादक पदार्थों के प्रयोग की अनुमति नहीं है। न ही मिल के किसी कर्मचारी के साथ अभद्र व्यवहार करेगा। अवहेलना होने पर मिल समिति (प्रधान प्रबन्धक) के निर्देशानुसार कार्यादेश/अनुबन्ध समाप्त किया जा सकता है।
29. परिवहन ठेकेदार द्वारा नियुक्त कर्मचारी, ट्रक ड्राइवर के दुर्घटनाग्रस्त होने पर नुकसान का मिल समिति का कोई उत्तरदायित्व नहीं होगा। इस सम्बन्ध में ठेकेदार सम्बन्धित नियमों के अन्तर्गत सभी का बीमा करायेगा तथा फ़ैक्ट्री एक्ट का पालन करेगा यदि मिल समिति को किसी कारणवश उत्तरदायी ठहराया जाता है तो ठेकेदार इस मुवाइजे की धनराशि की अदायगी मिल समिति को करेगा। यदि ठेकेदार यह अदायगी नहीं करता है तो मिल समिति को यह अधिकार होगा कि वह सम्बन्धित धनराशि बिल/जमानत धनराशि से वसूल कर ले।
30. यदि परिवहन ठेकेदार का कार्य सन्तोषजनक नहीं पाया गया अथवा निविदा शर्त/अनुबन्ध की किसी भी शर्त का उल्लंघन करते हैं तो मिल समिति (प्रधान प्रबन्धक)को यह अधिकार होगा कि वह उसका ठेका तीन दिन की नोटिस दे कर समाप्त कर दे। प्रधान प्रबन्धक का निर्णय इस सम्बन्ध में अन्तिम होगा। जमानत आंशिक अथवा पूर्ण राशि ऐसी परिस्थिति में जब्त की जा सकती है अथवा जो भी क्षति मिल समिति को असन्तोषजनक कार्य के फलस्वरूप होती है उसे बिलों/जमानत धनराशि से वसूल करने का अधिकार मिल समिति को होगा।
31. मोटर वाहनों से निकलने वाले धुएँ से होने वाले प्रदूषण को रोकने के लिए भारत सरकार के मोटर यान नियमावली-1989 के नियम-15 एवं इसी नियमावली के उप नियम-2 के अन्तर्गत निहित निर्देशों का अनुपालन करना होगा। उल्लंघन होने की दशा में चीनी मिल पर किसी प्रकार का अर्थ दण्ड होने पर मुआवजे के रूप में क्षतिपूर्ति परिवहन ठेकेदार से की जायेगी।
32. ठेकेदार द्वारा क्रय-केन्द्र पर रखे गये किसी भी कर्मचारी को वेतन व अन्य किसी मुआवजे के भुगतान का पूर्ण उत्तरदायित्व ठेकेदार का होगा। मिल समिति को इस सम्बन्ध में किसी भी कानून के उल्लंघन में यदि उत्तरदायी ठहराया जाता है तो परिवहन ठेकेदार मुआवजा देने के लिए बाध्य होगा।
33. यदि परिवहन ठेकेदार द्वारा लगाये गये एवं नियुक्त श्रमिकों ट्रक कर्मचारियों का वेतन भुगतान व किराये का भुगतान नहीं किया जाता है तो सम्बन्धित कर्मचारी द्वारा मिल समिति को यह अधिकार होगा कि गन्ने की ढुलाई सही प्रकार संचालन के लिए वह वेतन एवं किराये का भुगतान कर दे और धनराशि परिवहन ठेकेदार के बिल अथवा जमानत धनराशि से वसूल कर ले।
34. परिवहन ठेकेदार को क्रय-केन्द्र पर अपने नियोजित श्रमिकों की आवासीय व्यवस्था एवं प्रकाश की व्यवस्था स्वयं करनी होगी, जिसके लिए ठेकेदार को किसी प्रकार के व्यय की धनराशि मिल समिति से प्राप्त करने का कोई अधिकार नहीं होगा।
35. यदि किसी अपरिहार्य कारण से मिल बन्द होगी तो परिवहन ठेकेदार द्वारा गन्ना समीपवर्ती चीनी मिल में पहुँचाना होगा, जिसका किराया अलग से देय होगा।
36. चीनी मिल का पेरार्ड-सत्र समाप्त होने पर परिवहन ठेकेदार क्रय-केन्द्र से काँटा व अन्य सामग्री को मिल तक पहुँचाने हेतु जिम्मेदार होंगे, जिसका किसी प्रकार का अतिरिक्त भाड़ा देय नहीं होगा। यदि काँटा मिल द्वारा लाया जाता है तो होने वाले व्यय की धनराशि ठेकेदार के बिलों से काट कर वसूल करने का अधिकार मिल समिति को होगा।

37. यदि गन्ने से लदी ट्रक रास्ते में खराब हो जाती है अथवा पुलिस/आर0टी0ओ0 द्वारा चालान कर लिया जाता है अथवा ट्रक के पलट जाने या दुर्घटनाग्रस्त हो जाने पर ट्रक में लदे गन्ने को उसी दिन अन्य ट्रकों में पलटी कर मिल के केन कैरियर तक पहुँचाना होगा, जिसका कोई अतिरिक्त चार्ज मिल समिति द्वारा नहीं दिया जायेगा अन्यथा उक्त ट्रक में गन्ने का वजन 150 कुन्टल मानकर उसकी कीमत अथवा रू0 3000/-प्रतिदिन के हिसाब से जो भी कम हो ठेकेदार के देयों से समायोजित कर लिया जायेगा ।
38. ठेकेदार द्वारा प्रतिदिन केन्द्र पर क्य किये गये गन्ने को उसी दिन प्लाट का गन्ना न उठाने अथवा प्लाट में गन्ना अवशेष रहने की दशा में यदि गन्ना सूख जाता है और गन्ने की प्योरिटी कम आती है उससे चीनी का परता कम हो जाने की दशा में गन्ने का विश्लेषण प्रयोगशाला में कराकर प्राप्त प्रयोगशाला रिपोर्ट के आधार पर उस समय ताजे गन्ने के प्राप्त परिणामों के आधार पर नुकसान का ऑकलन कर गुण-दोष के आधार पर मिल समिति द्वारा ठेकेदार से नुकसान की वसूली की जायेगी, जो ठेकेदार को मान्य होगा ।
39. क्य-केन्द्रों पर यथा आवश्यकता समय-समय पर इन्डेन्ट की मात्रा घट-बढ़ सकती है जिसके अनुरूप ठेकेदारों को ट्रकों/लेबर की संख्या घटानी/बढ़ानी होगी ।
40. ट्रक ड्राइबर अनुबन्धित ट्रकों को क्य-केन्द्र के गन्ने के दुलाई के अतिरिक्त किसी अन्य कार्य अथवा किसी प्राइवेट गन्ने की लोडिंग करने के लिए दोषी पाया गया तो उसके विरुद्ध एफ0आई0आर0(प्रथम सूचना रिपोर्ट) दर्ज करायी जायेगी तथा मुख्य गन्ना अधिकारी/ प्रधान प्रबन्धक के विवेकाधीन अर्थ दण्ड लगाया जायेगा तथा ठेकेदार के बिलों से समायोजित कर लिया जायेगा ।
41. किसी ट्रक ड्राइबर द्वारा रास्ते में गन्ना उतारने चोरी से बेचने अथवा रास्ते में गन्ना गिराने की शिकायत मिलने पर ट्रक के गन्ने की सम्पूर्ण कीमत ठेकेदार के देयों से समायोजित कर ली जायेगी । रास्ते में ट्रक से गिरे गन्ने को सम्बन्धित ठेकेदार द्वारा उसी ट्रक में अथवा दूसरे ट्रक में अपने खर्च से भरवाकर मिल में पहुँचाना होगा तथा जिस स्थान पर गन्ना सड़क पर गिरे उसकी रखवाली हेतु ठेकेदार द्वारा अपना एक आदमी रखना अनिवार्य होगा यदि ठेकेदार द्वारा ऐसा नहीं किया जाता है और गन्ना चोरी हो जाता है तो गायब होने वाले गन्ने की पूरी कीमत सम्बन्धित ठेकेदार से वसूल किया जायेगा ।
42. मिल द्वार पर किसी ड्राइबर के शराब सेवन करने, लाइन में टोकन काटने, रास्ते में गाड़ी खड़ी करके गायब होने, गेट जाम करने आदि से गेट पर तौल कार्य बाधित होने पर रूपया दो हजार प्रति घन्टा, प्रति ट्रक पेनाल्टी ठेकेदार के पावनों से समायोजित कर लिया जायेगा ।
43. किसी क्य-केन्द्र से आबद्ध ट्रकों को किसी दूसरे क्य-केन्द्र पर गन्ना भरने की अनुमति नहीं होगी । सम्बन्धित क्य-केन्द्र से अनुबन्धित ट्रकों के अतिरिक्त अन्य कोई ट्रक में गन्ना लाया जाता है तो उस ट्रक के गन्ने की दुलाई बिल चेक करते समय निरस्त कर दिया जायेगा ।
44. पेरार्ड-सत्र के दौरान आवश्यकतानुसार किसी भी क्य-केन्द्र के किसी भी ट्रक को लिखित रूप से मुख्य गन्ना अधिकारी द्वारा किसी दूसरे केन्द्र से गन्ना लाने हेतु भेजे जाने पर परिवहन ठेकेदार को ट्रक भेजना अनिवार्य होगा, जिसका भुगतान जिस ठेकेदार के पास वह वाहन पहले से कार्यरत है उसी ठेकेदार को किया जायेगा, जिसके लिए सम्बन्धित क्य-केन्द्र का ठेकेदार कोई क्लेम नहीं करेगा ।
45. यदि किसी क्य-केन्द्र का गन्ना निर्धारित समय में ही नहीं उठाया जाता तो उस गन्ने को बिना किसी सूचना के किसी भी दर पर मुख्य गन्ना अधिकारी/प्रधान प्रबन्धक द्वारा किसी अन्य ठेकेदार की ट्रक/लेबर से ढुलवाने का अधिकार होगा तथा इस प्रकार के सम्पूर्ण व्यय-भार को सम्बन्धित ठेकेदार के पावनों से समायोजित कर लिया जायेगा जो पूर्व ठेकेदार को मान्य होगा ।
46. गन्ने से भरी ट्रक केन्द्र से चल कर सीधे मिल गेट पर समय से लाना होगा तथा मिल गेट पर टोकन प्राप्त करना होगा एवं नम्बर लेना होगा तथा ट्रकों को अपने नम्बर पर तौल कराना होगा । वह गेट पर टैयर के बाद चालान प्राप्त कर अपने कम पर ही मिल से बाहर जाना होगा । यदि बिना उचित कारण के अधिक समय आने-जाने में लग जाता है तो प्रति घन्टा रूपये 200/- अर्थदण्ड लगाया जायेगा तथा उसका समायोजन रनिंग बिल से कर लिया जायेगा ।
47. प्रत्येक ठेकेदार रात्रि में अपने ट्रक ड्राइबर को लाइन में ट्रक बढ़ाने/नम्बर पर तुलवाने तथा गेट से ट्रक भिजवाने की व्यवस्था स्वयं अथवा अपने किसी अधिकृत प्रतिनिधि द्वारा करानी होगी। गन्ना दुलाई कार्य में लगे वाहनों की टूट-फूट के लिए मिल समिति जिम्मेदार नहीं होगी ।
48. यदि किसी क्य-केन्द्र पर क्य किया हुआ गन्ना शेष रह जाता है तथा मिल गन्ने के अभाव में बन्द हो जाती है तो उस अवशेष गन्ने की मात्रा से जितनी अवधि तक मिल चलती के अवधि के लिए रू0 10,000/-प्रति घन्टा क्षति के आधार पर ऑगणित धनराशि ठेकेदार के देयों से वसूल की जायेगी, जो निविदादाता/ठेकेदार को मान्य होगा ।
49. क्य-केन्द्र से कोई भी ट्रक बिना ट्रक चालान लिए यदि मिलगेट पर आ जाता है तो उस ट्रक के तौल कराने हेतु चालान ठेकेदार द्वारा केन्द्र से मगाने पर ही तौल किया जायेगा तथा केन्द्र से प्राप्त समस्त डॉक आदि को सम्बन्धित वाहन के चालक द्वारा सुरक्षापूर्वक गन्ना विभाग को समय से उपलब्ध कराना होगा । डुप्लीकेट चालान का निर्धारित शुल्क रू0 200/-प्रति चालान होगा, जिसका प्रार्थना-पत्र देना होगा ।
50. पेरार्ड-सत्र के दौरान यदि ठेकेदार का कोई भी चालक बिना नम्बर के अथवा अनावश्यक कॉटे पर गाड़ी खड़ा करके तौल बाधित करता है तो सम्बन्धित गन्ना दुलाई ठेकेदार का ठेका निरस्त कर दिया जायेगा ।
51. पेरार्ड-सत्र के दौरान किसी अतिरिक्त मॉग हेतु हड़ताल, लामबन्दी आदि पर पूर्ण प्रतिबन्ध होगा जो ठेकेदार को मान्य होगा ।
52. परिवहन ठेकेदारों का वाहनों में अपने संसाधनों से ही डीजल भरवाना होगा । मिल समिति द्वारा कदापि डीजल देय नहीं होगा ।
53. ट्रक/ट्राला पर चीनी मिल-पुवाया पर आबद्ध बड़े-बड़े शब्दों में परिवहन ठेकेदार को लिखवाना होगा ।
54. दो/चार पहिया वाहनों से गन्ना दुलाई किसी भी दशा में मान्य नहीं होगी तथा दो/चार पहिया ट्रैक्टर/ट्राली से गन्ना लाने पर मिल गेट पर किसी भी दशा में तौल नहीं की जायेगी । ट्रक छः अथवा दस टायर एवं छः पहिया ट्रैक्टर/ट्राला ही मान्य होगा ।

55. परिवहन ठेकेदार को शासन के निर्देशानुसार प्रत्येक ट्रक/ट्राला के पीछे रेड लाइट रैफ-लैक्टर पेन्ट/स्टीकर जो गोला/त्रिभुजाकार अथवा चौकोर इन्डीकेशन लिखवाना होगा, जिससे रात्रि के समय दूसरे वाहन चालक को दूर से ही स्पष्ट दिखायी दें ।
56. परिवहन ठेकेदारों को निविदा डालते समय पैन नम्बर देना अनिवार्य होगा ।
57. पेराई-सत्र के दौरान ठेकेदार द्वारा मिल समिति की जो भी सम्पत्ति अपने नाम लिया जायेगा उसकी वापसी कार्य पूरा हो जाने अथवा पेराई-सत्र समाप्त हो जाने के उपरान्त मिल में जमा करना होगा तथा अन्तिम भुगतान हेतु अदेय प्रमाण-पत्र प्राप्त करना होगा। बिना देय प्रमाण-पत्र के अन्तिम भुगतान नहीं किया जायेगा जो ठेकेदार को मान्य होगा ।
58. सन्तोषजनक कार्य न किये जाने आदेशों/निर्देशों का अनुपालन न करने तथा अनावश्यक रूप से मिल के कार्यों में दखल दे कर मिल कार्य को बाधित करने अशोभनीय व्यवहार करने, समय से मजदूर एवं वाहनों की व्यवस्था न कर पाने तथा समय से गन्ना ढुलाई न कर पाने की दशा में किसी भी क्रय-केन्द्र के आदेशों को निरस्त कर दूसरे ठेकेदार के नाम हस्तान्तरण करने का अधिकार होगा जो परिवहन ठेकेदार को मान्य होगा ।
59. किसी प्रकार का विवाद अथवा सन्देह दोनों पक्षों के बीच होने पर उसे सोल आरबीट्रेटर जिलाधिकारी, शाहजहांपुर की मध्यस्थता के लिए आरबीट्रेटर एक्ट 1940 के अर्न्तगत भेजा जायेगा और इस सम्बन्ध में उनका निर्णय अन्तिम होगा एवं दोनों पक्षों को मान्य होगा ।
60. कर्मचारी नियमावली 2015 के क्रमांक 54 के आधार पर कोई कर्मचारी प्रधान प्रबन्धक के पूर्व अनुज्ञा के बिना संघ, मिल, आसवनी, इकाई या अन्य वाणिज्यिक अधिष्ठान की सम्पत्ति या उत्पाद की किसी नीलामी / में प्रत्यक्ष या अप्रत्यक्ष रूप से बोली नहीं बोलेगा।
61. पूर्व में कार्य कर चुके ट्रांसपोटरो को विभागाध्यक्ष की बिगत वर्ष की परफारमेन्स रिपोर्ट के आधार पर ही वर्तमान पेराई सत्र हेतु कार्य दिये जाने पर विचार किया जायेगा।
62. अधोहस्ताक्षरी को यह अधिकार होगा कि वह किसी भी या समस्त निविदाओं को बिना कारण बताये निरस्त कर सकता है ।

सभी नियम एवं शर्तें स्वीकार्य

निविदादाता के हस्ताक्षर
निविदादाता का नाम व पता

SECTION III: TECHNICAL E-BID

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

SECTION III (A): E- bid FORM

432/ETENDER/CANE TRANSPORT /2022-23 Dt 12-10-2022

To:

The General Manager
The Kisan Sahkari Chini Mills ltd,
POWAYAN SHAHJAHANPUR (U.P.)

Dear Sir,

Having examined the e-Bid Documents, we, the undersigned, offer to CANE TRANSPORTAION FROM DIFFERENT CENTER in conformity with the said e-Bid (Section II) of the e-Bid Document and will CANE TRANSPORTAION FROM DIFFERENT CENTER. In addition to this, the particulars of the required e-Bid EMD for 10000/- in the form of Demand Draft pledged in favour of The Kisan Sahkari Chini Mills ltd, Payble at POWAYAN SHAHJAHANPUR is being given with this e-Bid form.

We further undertake, if our e-Bid is accepted, to CANE TRANSPORTAION FROM DIFFERENT CENTER. In accordance within the validity period

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

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

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

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

Signature

(in the capacity of)

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

SECTION III (B): SCHEDULE OF REQUIREMENTS

Item Code	Brief Description	Destination	Delivery Schedule	E-Bid E.M.D
	As per the details given in the SECTION III (C) TECHNICAL SPECIFICATIONS	The Kisan Sahkari Chini Mills Ltd, POWAYAN SHAHJAHANPUR.	For CANE TRANSPORTAION FROM DIFFERENT CENTER in Season 2022-23.	10000/-

SECTION III (C) TECHNICAL SPECIFICATION/ 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 upload the scanned copies with the Tender and furnish Under Noted Information during The Technical Discussions with Documentary Proof:

1.	The tenderer has to submit earnest money of 10000/- by demand draft of any Nationalised/Scheduled Bank in favour of The Kisan Sahkari Chini Mills Ltd , payable at POWAYAN SHAHJAHANPUR . The scanned copy of EMD should be uploaded with tender for CANE TRANSPORTAION FROM DIFFERENT CENTER	
2.	Tenderer must have registration in the Sales Tax Department/GST Department & has to submit scanned copy of TIN/GST registration no. issued by the department.	
3.	Tenderer must have registration in the Central Excise Department & has to submit scanned copy of Registration Certificate.	
4.	Tenderer must have registration in the Income Tax Department & has to submit scanned copy of PAN.	
5.	In case, tenderer has CANE TRANSPORTAION FROM DIFFERENT CENTER to other Mill, scanned copies of orders should be submitted as a proof of supply of CANE TRANSPORTAION FROM DIFFERENT CENTER .	

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

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

CHECK LIST OF CANE TRANSPORTAION FROM DIFFERENT CENTER

SI N.	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	Scanned copy of PAN	
5	ITB Clause	Scanned copy of Central Excise Registration	
6	ITB Clause	Scanned copy of GSTIN	
7	ITB Clause	Scanned copy of e-Bid EMD	
8	ITB Clause	Copies of work order of CANE TRANSPORTAION FROM DIFFERENT CENTER done in other organizations as a proof of experience if any.	
9	Section III (A)	E-Bid form	
10	Section IV (A)	E-Bid form	

SECTION IV: FINANCIAL e-Bid

IV (A) e-Bid FORM

IV (B) PRICE SCHEDULE/BOQ

SECTION IV(A): E- bid FORM
432/ETENDER/CANE TRANSPORT /2022-23 Dt 12-10-2022

To:
The General Manager
The Kisan Sahkari Chini Mills Ltd.
POWAYAN SHAHJAHANPUR.

Dear Sir,
Having examined the e-Bid Documents, we, the undersigned, offer to **CANE TRANSPORTAION FROM DIFFERENT CENTER** in conformity with the said e-Bid (Section II) of the e-Bid Document and will **CANE TRANSPORTAION FROM DIFFERENT CENTER** In addition to this, the particulars of the required e-Bid EMD **10000/-** in the form of Demand Draft pledged in favour of **The Kisan Sahkari Chini Mills Ltd.** Payble at **POWAYAN SHAHJAHANPUR** is being given with this e-Bid form.

We further undertake, if our e-Bid is accepted, to **CANE TRANSPORTAION FROM DIFFERENT CENTER** in accordance within the validity period.

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

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

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

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

Signature

(in the capacity of)

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

