-:BID FOR:-

- 1. Supply of One No. <u>CONTINUOUS C-FORE WORKER CENTRIFUGAL MACHINE 1500/30⁰</u> Type With S.S. Basket, 150 HP Drive Motor Kirloshkar/Siemens/Bharat Bijli Make, Control Panel With Push Button Station, Discharge Chute, Pulp Valve, Feed Unit With Acceleration Cup, Cable Between Control Panel to Motor & Push Button Station and One Set of Special tools, Excepting Basket All Other Components of Machine are in Mid Steel Construction, One Set On Nickel Screen Size 0.05mm C-Massecuite Curry Cap. 6-8 Ton Per Hour, Basket RPM 1900-2000, Electrical Star/Delta Stator ML-10 Aluminum Armored Cable 185mm² 3 Core 50 Mtr., ON/OFF FN Type L & T Make Switch 400 Amp. With Steel Enclosure & over load Controller.
- 2. Supply of Staging and Structure Suitable For One No. <u>CONTINUOUS C-FORE WORKER</u> CENTRIFUGAL MACHINE 1500/30⁰ TYPE.
- 3. Errection & Commissioning of Above Machine.
- 4. Supervision of Errection & Commissioning.

Tentative Value for Above Items Rs. 35.00 Lacs.

TERMS & CONDITIONS:-

- 1. Bidder must be Registered on Jem Portal & also Submitted Pan Card, Income Tax Return year 2022-23 & 2023-24, GST Return year 2023-24 and last three year turn over certified by chartered Accountant.
- 2. Bidder must be authorized dealers or manufacturers.
- 3. The price should be quoted by the bidders on F.O.R. nearest destination to the Transporter's Godown basis. Exclusive of GST and Inclusive of Packing & Forwarding expenses, Insurance charge & transportation charges. The supplier is required to submit the relevant documents to avail CENVAT benefit.
- 4. The final rates/discount mentioned in the Bid shall remain firm for the One Year (12 Months).
- 5. Any change in the rate of Taxes, GST etc may be accepted provided documentary proof of the same is submitted for approval.
- 6. The material should be dispatched as per instructions given by the mill society. The material sent by Road Transport should be sent through the reputed Bank approved transport Co. and duly covered with transit Insurance. Seller will ensure that the goods are insured to avoid any loss or damage during transit.
- 7. Each bidder should submit a RTGS/NEFT of PNB bank, A/C No. 3700002100004511, IFSC Code No. PUNB0370000 for Rs. 70,000/- (Rs Seventy Thousand only) in favor of The Baghpat Cooperative Sugar Mills Ltd, payable at Baghpat 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).
- 8. Successful bidder shall have to deposit the security amount as equal to EMD amount. No interest shall be paid on the security deposit. The refund of the security deposit shall be subject to timely and satisfactory supply of ordered quantity of SUPPLY OF CONTINUOUS C-FORE WORKER MACHINE 1500/30° as per above Specification and on full and final adjustment of claims/dues of our units recoverable from them after deducting penalty, if any under these terms.
- 9. The material should be packed in secured and sound packing to avoid any damage during the transit. The packing list shall be kept inside each packet.
- 10. Payment 10% advance against Bank Guarantee, 70% payment will be made against delivery at factory site, if advance not taken by the party, 80% payment, 15% payment against installation, erection & commissioning & 5% payment against Bank Guarantee for satisfactory performance up to two crushing Season.

11. Inspection & Rejection

(i) The material should strictly conform to the specifications given in the rate contract/order. The authorized representative of the Mill Society may inspect the

- material at supplier works/godown before taking delivery. The supplier has to provide all facilities in the process of inspection.
- (ii) The sub-standard material and material not conforming to the specifications will be rejected by the mill society. The supplier will arrange the transport of rejected material at their own cost and risk within 15 days from the factory premises.
- (iii) For checking of the genuineness of the material, the sample may be taken out and sent to inspecting agency/laboratory. In case the supplied material is found spurious, the same shall be returned by the mill society. The loss on account of cost of material along with interest @18% shall be recovered from the party. Action for Black listing the supplier may also be taken.

12. **SANCTITY**

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

13. **Delivery & Penalty**:

Delivery Period is within 6 to 8 Weeks from the receiving of order.

- (i) Delivery period should be as given in our tender document for a particular item. The material should be supplied within this period which will be counted from the date of issue of commercially and technically clear order by the mill societies as per the terms of Rate Contract.
- (ii) If the material is not delivered within stipulated period, the buyer reserves the right to return the goods at the cost and expenses of the supplier and shall recover all losses made in arranging supplied from other sources. The buyer also reserves the right to cancel the order and may claim the entire amount paid against the order together with interest along with all expenses incurred by the buyer in addition to the loss mentioned above.
- (iii) There will be late penalty of 1% of the cost of material in case of delayed supply upto 1 week. If supply delayed upto 2 weeks penalty will be 5% of total cost. If supply delayed upto 3 weeks penalty will be 10% of the cost of material. In case supply of material delayed more than 3 weeks concerned firm will be blacklisted.
- (iv) Failure to supply and risk purchase clause:-

If the supplier fails to supply any store material in accordance with the terms and conditions as provided in the Rate contract or fails to replace the material rejected by the sugar factories, within the time stipulated the sugar factories shall at the risk and cost of supplier and without any notice or reference to him be entitled to purchase stores (of the same specifications) from any other source and at such price as the sugar factories shall in their sole discretion think fit and if such price shall exceed the rate set out in the rate contract, the supplier shall be liable to pay the sugar factory, the difference between the price at which such stores have been purchased by the sugar factories and at the price set out in the rate contract in addition to penalty and damages as set out in the rate contract.

14. Variation

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

15. **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.

16. Arbitration

Any dispute arising between the Purchaser and the Supplier shall be referred to a sole Arbitrator. The Arbitrator appointed by Secretary Deptt. of Sugar Industry & Cane

- Development Govt. of U.P will act as sole arbitrator under the Arbitration and conciliation Act 1996 whose decision shall be final & binding on both the party.
- 17. In case of non compliance of the conditions of the contract the General Manager of Sugar Mill shall have the power to rescind, cancel and annul the contract, between the Purchaser and the Supplier apart from black-listing the Supplier, and in that event, the sum deposited towards security shall be forfeited and the Supplier shall be further liable to pay actual amount of loss and damages as provided in Indian Contract Act to The Baghpat Cooperative Sugar Mills Ltd., to the extent the same exceeds the security money.
- 18. The bidders who are awarded with the rate contract/ order shall supply the material directly to our mill societies and in no case they shall be allowed to appoint their dealers for supply of material. The manufacturers, who do not supply the material directly, may direct their dealers to participate in the tender and obtain rate contract/order directly from Sugar Mill. However material has to be dispatched from Principal's Godown directly.
- 19. In case of any dispute between the Supplier and buyer the Hon'ble Allahabad High Court and Courts sub-ordinate thereto of the District in which the mill is situated shall alone have jurisdiction to the exclusion of all other courts.
- 20. In complete tender or those without the prescribed EMD may be rejected.
- 21. The supplier should be registered with the Excise department so that they may provide CENVAT FACILITY for the items on which the same is available. They will provide all necessary documents such as Excise Invoice etc to our mill societies for enabling them to claim CENVAT FACILITY from the Excise Department wherever applicable. In case of Excise duty included in rates then the related documents will have to be furnished by the party, failing which amount of Excise duty as per prevailing rate/rates will be deducted from payment made by the factory.
- 22. If the rates stipulated in the RC/order of the Mill society are higher in comparison to the supplies made by your firm to sugar mills of U.P. the amount due to such rate difference is recoverable from the supplier. Charging of higher rates in comparison to other units may also make the supplier (tender) liable for cancellation of rate contract together with considering black listing their firm and forfeiting the security money/EMD.
- 23. The Purchaser reserves the right to reject any or all tenders without assigning any reason. The Purchaser also reserves the right to amend or altogether change the terms & conditions in the overall interest of the Organization before finalization of the Purchase order.
- 24. The bidder should mention the guarantee/warranty period of items to be supplied to our mill society. In case the supplied materials fails within this stipulated period, the same shall be replaced by the supplier on free of cost basis.
- 25. Guarantee/Warranty Period One Year.
- 26. The manufacturers are directed to furnish the test report for the composition of the material to be supplied to the mills. In case sub standard material is reported by the mill, strict action against the manufacturer shall be taken by way of recovery of amount and black listing of the party for future dealings. Material composition (Metallurgical) certificate will have to be furnished by the supplier to the mill society.

CHIEF ENGINEER

CHIEF CHEMIST





Bid Number/बोली क्रमांक (बिड संख्या): GEM/2024/B/5394302 Dated/दिनांक : 13-09-2024

Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण			
Bid End Date/Time/बिड बंद होने की तारीख/समय	04-10-2024 11:00:00		
Bid Opening Date/Time/बिंड खुलने की तारीख/समय	04-10-2024 11:30:00		
Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)	180 (Days)		
Ministry/State Name/मंत्रालय/राज्य का नाम	Uttar Pradesh		
Department Name/विभाग का नाम	Uttar Pradesh Cooperative Sugar Factories Federation Limited		
Organisation Name/संगठन का नाम	N/a		
Office Name/कार्यालय का नाम	Lucknow		
Item Category/मद केटेगरी	Facility Management Services - LumpSum Based - Commercial; O&M of Mechanical Work; Consumables to be provided by service provider (inclusive in contract cost)		
Contract Period/अनुबंध अवधि	2 Month(s) 1 Day(s)		
Minimum Average Annual Turnover of the bidder (For 3 Years)/बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का)	70 Lakh (s)		
MSE Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से एमएसई छूट	d No		
Startup Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से स्टार्टअप छूट	No No		
Document required from seller/विक्रेता से मांगे गए दस्तावेज़	Experience Criteria, Bidder Turnover, Certificate (Requested in ATC), OEM Authorization Certificate, OEM Annual Turnover, Additional Doc 1 (Requested in ATC) *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer		
Do you want to show documents uploaded by bidders to all bidders participated in bid?/	Yes		
Bid to RA enabled/बिंड से रिवर्स नीलामी सक्रिय किया	No		
Type of Bid/बिंड का प्रकार	Two Packet Bid		

Bid Details/बिड विवरण		
Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय	2 Days	
Estimated Bid Value/अनुमानित बिड मूल्य	3500000	
Evaluation Method/मूल्यांकन पद्धति	Total value wise evaluation	

EMD Detail/ईएमडी विवरण

Advisory Bank/एडवाईजरी बैंक	PUNJAB NATIONAL BANK
EMD Amount/ईएमडी राशि	70000

ePBG Detail/ईपीबीजी विवरण

Required/आवश्यकता	No

- (a). EMD EXEMPTION: The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category as per GeM GTC with the bid. Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD. Traders are excluded from the purview of this Policy./जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित केटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज़ प्रस्तुत करने हैं। एमएसई केटेगरी के अंतर्गत केवल वस्तुओं के लिए विनिर्माता तथा सेवाओं के लिए सेवा प्रदाता ईएमडी से छूट के पात्र हैं। व्यापारियों को इस नीति के दायरे से बाहर रखा गया है।
- (b). EMD & Performance security should be in favour of Beneficiary, wherever it is applicable./ईएमडी और संपादन जमानत राशि, जहां यह लागू होती है, लाभार्थी के पक्ष में होनी चाहिए।

Beneficiary/लाभार्थी:

G.M

Lucknow, Uttar Pradesh Cooperative Sugar Factories Federation Limited, (The Baghpat Cooperative Sugar Mills Limited)

MII Compliance/एमआईआई अनुपालन

MII Compliance/एमआईआई अनुपालन	Yes
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MSE Purchase Preference/एमएसई खरीद वरीयता

E Purchase Preference/एमएसई खरीद वरीयता

1. The minimum average annual financial turnover of the bidder during the last three years, ending on 31st March of the previous financial year, should be as indicated above in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the bidder is less than 3-year-old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.

2. Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and for determining the Eligibility Criteria related to Turn Over, Past Performance and Project / Past Experience etc. This has no relevance or bearing on the price to be quoted by the bidders and is also not going to have any impact on bid participation. Also this is not going to be used as a criteria in determining reasonableness of quoted prices which would be determined by the buyer based on its own assessment of reasonableness and based on competitive prices received in Bid / RA process.

Additional Qualification/Data Required/अतिरिक्त योग्यता /आवश्यक डेटा

Details of the premise: 1726159781.pdf

Scope of work:<u>1726159765.pdf</u>

Facility Management Services - LumpSum Based - Commercial; O&M Of Mechanical Work; Consumables To Be Provided By Service Provider (inclusive In Contract Cost) (1)

Technical Specifications/तकनीकी विशिष्टियाँ

Specification	Values			
Core				
Type of Premises	Commercial			
Type of services required	O&M of Mechanical Work			
Cost for Consumables/ Materials	Consumables to be provided by service provider (inclusive in contract cost)			
Service component	Supply of Staging and Structure with Erection Commissioning with Supervision of CONTINUOUS CFORE WORKER CENTRIFUGAL MACHINE			
Addon(s)/एडऑन				

Additional Specification Documents/अतिरिक्त विशिष्टि दस्तावेज़

Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	To be set as	Additional Requirement/अतिरिक्त आवश्यकता
1	Vijay Prakash Pandey	250609,Sahkari Chini Mill Baghpat	1	N/A

Buyer Added Bid Specific Terms and Conditions/क्रेता द्वारा जोड़ी गई बिड की विशेष शर्तें

1. Generic

OPTION CLAUSE: The buyer can increase or decrease the contract quantity or contract duration up to 25 percent at the time of issue of the contract. However, once the contract is issued, contract quantity or contract duration can only be increased up to 25 percent. Bidders are bound to accept the revised quantity or duration

2. Forms of EMD and PBG

Bidders can also submit the EMD with Payment online through RTGS / internet banking in Beneficiary name

The Baghpat Cooperative Suger Mills Ltd Account No. 3700002100004511 IFSC Code PUNB0370000 Bank Name PUNJAB NATIONAL BANK Branch address Jain Mohalla, Distt. M, Baghpat

Bidder to indicate bid number and name of bidding entity in the transaction details field at the time of online transfer. Bidder has to upload scanned copy / proof of the Online Payment Transfer along with bid.

Disclaimer/अस्वीकरण

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization, whereby Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any eccentricity / restriction arising in the bidding process due to these ATCs and due to modification of technical specifications and / or terms and conditions governing the bid. If any clause(s) is / are incorporated by the Buyer regarding following, the bid and resultant contracts shall be treated as null and void and such bids may be cancelled by GeM at any stage of bidding process without any notice:-

- 1. Definition of Class I and Class II suppliers in the bid not in line with the extant Order / Office Memorandum issued by DPIIT in this regard.
- 2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to exemption provided to such sellers under GeM GTC.
- 3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category item bunched with it.
- 4. Creating BoQ bid for single item.
- 5. Mentioning specific Brand or Make or Model or Manufacturer or Dealer name.
- 6. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
- 7. Floating / creation of work contracts as Custom Bids in Services.
- 8. Seeking sample with bid or approval of samples during bid evaluation process. (However, in bids for <u>attached categories</u>, trials are allowed as per approved procurement policy of the buyer nodal Ministries)
- 9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying equivalent Indian Certification / standards.
- 10. Seeking experience from specific organization / department / institute only or from foreign / export experience.
- 11. Creating bid for items from irrelevant categories.
- 12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
- 13. Reference of conditions published on any external site or reference to external documents/clauses.
- 14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.
- 15. Any ATC clause in contravention with GeM GTC Clause 4 (xiii)(h) will be invalid. In case of multiple L1 bidders against a service bid, the buyer shall place the Contract by selection of a bidder amongst the L-1 bidders through a Random Algorithm executed by GeM system.

Further, if any seller has any objection/grievance against these additional clauses or otherwise on any aspect of this bid, they can raise their representation against the same by using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller within 4 days of bid publication on GeM. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such representations.

This Bid is governed by the <u>General Terms and Conditions/सामान्य नियम और शर्त</u>, conditions stipulated in Bid and <u>Service Level Agreement</u> specific to this Service as provided in the Marketplace. However in case if any condition specified in General Terms and Conditions/सामान्य नियम और शर्ते is contradicted by the conditions stipulated in Service Level Agreement, then it will over ride the conditions in the General Terms and Conditions.

In terms of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. While participating in bid, Bidder has to undertake compliance of this and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action in accordance with the laws./जेम की सामान्य शर्तों के खंड 26 के संदर्भ में भारत के साथ भूमि सीमा साझा करने वाले देश के बिडर से खरीद पर प्रतिबंध के संबंध में भारत के साथ भूमि सीमा साझा करने वाले देश का कोई भी बिडर इस निविदा में बिड देने के लिए तभी पात्र होगा जब वह बिड देने वाला सक्षम प्राधिकारी के पास पंजीकृत हो।बिड में भाग लेते समय बिडर को इसका अनुपालन करना होगा और कोई भी गलत घोषणा किए जाने व इसका अनुपालन न करने पर अनुबंध को तत्काल समाप्त करने और कानून के अनुसार आगे की कानूनी कार्रवाई का आधार होगा।

---Thank You/धन्यवाद---