

U.P. CO-OPERATIVE SUGAR FACTORIES FEDERATION LTD.
9-A, RANA PRATAP MARG, LUCKNOW

Telephone: (0522) 2200183
(0522)2628310

Fax: (0522) 2627994
Email : upsugarfed@yahoo.co.in

Website: www.upsugarfed.org

COMPETITIVE e-bidding
FOR-

E-tenders are invited for out sourcing of Consultancy Services from experienced and registered firms / institutions to obtain the required NOC, Certificate, License from various departments like Ministry of Environment & Forest, PESO, Excise and Pollution Boards to establish 100 KLPD molasses based distillery at Semikhera (Bareilly) in ownership of U.P. Co-operative Sugar Factories Federation Ltd., 9-A, Rana Pratap Marg, Lucknow.

e-bid REFERENCE: 42/Semikhera/GM(AT)Proj.10/2019-20 Dated 28/08/2019

LAST DATE AND TIME FOR : 11/09/2019 upto 06:55 PM
SUBMISSION OF E-Bids

DATE AND TIME OF OPENING : 12/09/2019 at 11:00 AM
OF ON LINE TECHNICAL e-Bids

PLACE OF OPENING OF e-Bids : U.P. Co-operative Sugar Factories
Federation Ltd., 9-A, Rana Pratap Marg
Lucknow

ADDRESS FOR COMMUNICATION : Managing Director
U.P. Co-operative Sugar Factories
Federation Ltd., 9-A, Rana Pratap Marg,
Lucknow

e-Bid E.M.D : Rs.25000 /- (Twenty Five Thousand Only)

This Document Contains -- Pages

It will be the responsibility of the e-Bidders to check U.P. Government e-Procurement website <https://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. 1,000/- + GST

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Website: www.upsugarfed.org

TENDER NOTICE

On line E-Tender is invited from Consultancy Services from experienced and registered firms / institutions to obtain the required NOC, Certificate, License from various departments like Ministry of Environment & Forest, PESO, Excise and Pollution Boards to establish 100 KLPD molasses based distillery at Semikhera (Bareilly) in ownership of U.P. Co-operative Sugar Factories Federation Ltd., 9-A, Rana Pratap Marg, Lucknow.

Sl no.	PARTICULARS	DETAILS
1	Name of the Department	U.P. Cooperative Sugar Factories Federation Ltd. 9-A Rana Pratap Marg Lucknow. (herein after referred as “The Federation”)
2	Procedure for obtaining bid document.	Tender documents can be downloaded from e-tender portal https://etender.up.nic.in or Federation’s web site www.upsugarfed.org
3	Cost of E-bid document / e-bid processing fee	Rs.1,000/ + GST (Rs. one thousand plus GST) only in the form of Demand draft drawn on any Nationalised / Scheduled bank in favour of U.P. Cooperative Sugar Factories Federation Ltd. Payable at Lucknow.(Amount is non refundable)
4	e-Bid EMD	Rs.25,000/- (Rs. Twenty Five Thousand only) in the form of Demand draft drawn on any Nationalised / Scheduled bank in favour of U.P. Cooperative Sugar Factories Federation Ltd. Payable at Lucknow.
5	e-Bid submission start date & time.	28/09/2019 upto 6:55 PM
6	e-Bid submission end date & time.	11/09/2019 upto 6:55 PM
7	Technical e-bid opening date & time	12/09/2019 upto 11:00 AM
8	Financial e-bid opening date & time	12/09/2019 upto 03:00 PM
9	Venue of opening of e-bid	U.P. Cooperative Sugar Factories Federation Ltd. 9A, Rana Pratap Marg. LUCKNOW

The details of submission of e-bids along with eligibility, date & time for opening of technical/Financial bids, E.M.D. experience and other terms & conditions will be available on e-tender portal <https://etender.up.nic.in> and Federation's website www.upsugarfed.org from 05.08.2019 at 6:55 PM to 26.08.2019 upto 6:55 PM where tender documents may be downloaded by any bidder. The tender fee (non refundable) and E.M.D. 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 or the e-bidding process without assigning any reason thereof. The decision of Federation will be final & binding upon bidders.

(Bimal Kumar Dubey)
MANAGING DIRECTOR

INVITATION FOR e-Bids

out sourcing of Consultancy Services from experienced and registered firms / institutions to obtain the required NOC, Certificate, License from various departments like Ministry of Environment & Forest, PESO, Excise and Pollution Boards to establish 100 KLPD molasses based distillery at Semikhera (Bareilly) in ownership of U.P. Co-operative Sugar Factories Federation Ltd., 9-A, Rana Pratap Marg, Lucknow.

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 and sub clause 14 & 15 of Section-I should be submitted through e-procurement website <https://etender.up.nic.in>.
3. The tender document is available at e-procurement website <https://etender.up.nic.in> or Federation's website www.upsugarfed.org from 28/09/2019 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 and it will be available from 28/09/2019 at 6:55 PM at e-Procurement web site https://etender.up.nic.in and Federation's website www.upsugarfed.org from where it can be downloaded.
(b)	Clarification start date & time	28/09/2019 from 06:55 PM
(c)	Clarification end date & time	11/09/2019 upto 6:55 PM
(d)	e-Bid submission start date & time	28/09/2019 from 6:55 PM
(e)	e-Bid submission end date & Time	11/09/2019 upto 6.55 PM
(f)	Online technical e-Bid opening date & time	12/09/2019 at 11:00 AM
(g)	On line financial e-Bid opening date & time	12/09/2019 at 3.00 PM
(i)	Venue of opening of technical & financial e-Bids	U.P. Co-operative Sugar Factories Federation Ltd., 9-A, Rana Pratap Marg. Lucknow.
(j)	Contact officer	Mr. N. K. Yadav GM (AT), 7880888811 Mr S.K. Agrawal G.M.P&F) 7880888813 Mr A.K. Rai Dy.M.(AT) 7880888825
(k)	Cost of e-Bid document / Tender Processing fee.	Rs.1,000/ + GST (Rs. one thousand plus GST) only in the form of Demand draft drawn on any Nationalised / Scheduled bank in favour of U.P.

		Cooperative Sugar Factories Federation Ltd. Payable at Lucknow.(Amount is non refundable)
(1)	e-Bid E.M.D	Rs.25,000/- (Rs. Twenty Five Thound only) in the form of Demand draft drawn on any Nationalised / Scheduled bank in favour of U.P. Cooperative Sugar Factories Federation Ltd. Payable at Lucknow.

4. The bidders need to submit proof of submission of the cost of e-bid/processing fee through Demand Draft in favor of U.P. Co-operative Sugar Factories Federation Ltd (herein after referred as The Federation) payable at Lucknow. The scanned copy of the Demand draft drawn on any Nationalised / Scheduled bank must be enclosed along with the e-Bids but the original Demand Draft/Banker's Cheque should reach the office of UPSUGAR 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, drawn in favor 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 EMD deposited with the Federation. Only Demand Draft will be accepted and cheque will not be entertained.
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 bidder's representative will be required to be produced.
7. The Federation reserves the right to cancel any or all the e-Bids / annul the e-bidding 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.

All the required documents including Price Schedule/BOQ should be up loaded 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.

The bidders 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.1500.00 (Rupees One thousand five hundred 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- IDIBOOOL002
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. Co-operative 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 <https://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 through Demand Draft payable in favor of U.P. Co-operative Sugar Factories Federation Ltd, Lucknow. The scanned copy of the Demand Draft must be enclosed along with the e-Bid but the original Demand Draft should reach The Federation’s office before opening of the technical e-Bid. The e-tender document fee as mentioned in the Tender Notice will be non-refundable.

2- Contents of e-Bid Document

- 2.1 The scope of work; e-Bid procedure and contract terms and conditions etc. 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 bidders are expected to examine all instructions, forms, terms and specifications of 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 <https://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 <https://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 e-bidders to check the web site <https://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 <https://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

The e-Bid prepared by the bidder shall comprise the following components:

6.1 Technical e-Bid - Technical e-Bid will comprise of

- (i) Fee Details- Includes scanned copies of the demand drafts for e-tender document processing fee/Cost and e-Bid Earnest Money Deposit furnished in PDF format.
- (ii) Qualification Details – Includes filled in capability statement form with required documents as per CC clause 1 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 capabilities necessary to perform the contract and meets the criteria outlined in the Eligibility criteria and Technical Bid and fulfill all the conditions of the Contract as per the e-Bid document.
- (iii) e-Bid Form – Includes copy of filled in e-Bid Form as per Section-III 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) Affidavit - Includes copy of the filled in form of affidavit duly signed by the bidder and notarised in PDF format.
- (v) Signed copy of the tender document - The bidder shall upload, with the technical bid, copy of the tender document duly signed on every page by the bidder.

- 6.2 Financial e-Bid – Financial e-Bid will comprise of :
- (i) e-Bid Form
Includes copy of the filled in e-bid form as per section IV(A) of the e-tender document in PDF format.
 - (ii) Price Schedule/BOQ (Bill of Quantity) includes Price BOQ in XLS format to be filled in after downloading from the e-Procurement website for this e-tender.
- 7 e-Bid Price
- 7.1 Rate for out sourcing of Consultancy Services from experienced and registered firms / institutions to obtain the required NOC, Certificate, License from various departments like Ministry of Environment & Forest, PESO, Excise and Pollution Boards to establish 100 KLPD molasses based distillery at Semikhera (Bareilly) in ownership of U.P. Co-operative Sugar Factories Federation Ltd., 9-A, Rana Pratap Marg, Lucknow.
 - 7.2 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.
- 8 e-Bid Currencies
Prices shall be quoted in Indian Rupees only.
- 9 Documents Establishing bidder's Qualification
- 9.1 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.
 - 9.2 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 II clause 1.
- 10 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 jobs which the bidder proposes to undertake as per the tender document conditions. The documentary evidence should be in the PDF file format.
- 11 e-Bid Earnest Money Deposit (EMD)
- 11.1 Pursuant to ITB Clause 6, the bidder shall furnish, as part of its e-Bid, an e-Bid EMD as mentioned in Tender Notice in form of Demand Draft, 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 technical e-Bid and the original should reach the Federation's office at Lucknow before opening of technical e-Bid. No Interest will be paid on EMD.
 - 11.2 The e-Bid EMD is required to protect the Federation against the risk of bidder's conduct which would warrant the EMD's forfeiture, pursuant to ITB Clause 11.7.
 - 11.3 The e-Bid EMD shall be in Indian Rupees and shall be in the following forms only. A demand draft payable in favour of UP Co-operative Sugar Factories Federation Ltd. Payable at Lucknow.
 - 11.4 Any e-Bid not secured in accordance with ITB Clauses 11.1 and 11.3 above shall be treated as non-responsive and rejected by the Federation.

- 11.5 The name of the Bidder, Bid Prices etc. shall be announced at the meeting. The commercial Quotes of the lowest Bidder shall be notified as L-1. The rates offered by the L-1 shall be first taken into consideration.
- 11.6 EMD of unsuccessful bidder except L-1 and L-2 will be returned after execution of agreement with L-1, upon the written request through 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 12.
- 11.7 The successful bidder's e-Bid EMD will be converted in security.
- 11.8 The e-Bid EMD 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 sugar mill or
 - (ii) to furnish performance Bank Guarantee
- 12 Period of Validity of e-Bid
- 12.1 e-Bid shall remain valid up to 90 days after the date of e-Bid opening prescribed by the Federation. An e-Bid valid for a shorter period shall be rejected by the Federation as non-responsive.
- 12.2 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.
- 13 Format and Signing of e-Bid
- 13.1 The bidder shall prepare one electronic copy each of the Technical e-Bid and Financial e-Bid separately.
- 13.2 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.
14. Submission of e-Bid
- The e-Bid Submission module of e-procurement website <https://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 responsible.

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

- 14.1 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 <https://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.
- 14.2 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 <https://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 <https://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.

- 14.3 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).
- 14.4 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.
- 14.5 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 and 11, e-Bid Form as per "Section-III(A)", Affidavit, "Section IIIB", signed copy of the tender document 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.

- 14.6 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.
- 14.7 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.
- 14.8 Federation reserves the right to cancel any or all e-Bids without assigning any Reason.

15 Deadline for Submission of e-Bid

- 15.1 e-Bid (Technical and Financial) must be submitted by the bidders at e-Procurement website <https://etender.up.nic.in> not later than time 11/09/2019 upto 6.55 P.M and the date as mentioned on page 4 (as the server time displayed in the e-Procurement website).
- 15.2 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.

16 Late e-Bid

- 16.1 The server time indicated in the Bid Management window on the e-Procurement website <https://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 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.

17 Withdrawal and Resubmission of e-Bid

- 17.1 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 <https://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.
- 17.2 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.
 - 17.3 No e-Bid can 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 EMD/Security, pursuant to ITB Clause 11.8.
 - 17.4 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 <https://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.
 - 17.5 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.
 - 17.6 No e-Bid can be resubmitted subsequently after the deadline for submission of e-Bids.

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

- 18 Opening of Technical e-Bid by the Federation
 - 18.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 12/09/2019 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.
 - 18.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.
 - 18.A-3 The Federation will prepare minutes of the e-Bid opening.
 - 18 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.
- 18(B) Opening of Financial e-Bid
 - 18 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 or may be announced in the bid opening meeting itself.
- B-2 The financial e-Bids of technically qualified bidders shall be opened on 12/09/2019 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.
- 19 Clarification of e-Bid
- 19.1 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.
- 20 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 eligibility criteria (Section I (D)) of e-tender and 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.
- 21 Financial Evaluation and Comparison of e-Bid
- 21.1 The Federation will evaluate and compare the financial 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.
- 21.2 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.
- 21.3 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.
- 21.4 Bidders shall quote their rates in figures and in words. Rates quoted with additional conditions shall not be considered and such offer shall be rejected.
- 21.5 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.
- 21.6 In case L-1 offers to undertake the complete order all jobs as specified in tender document as per the schedule by the Tender Evaluation committee (TEC) then L-1 shall be contracted to execute the complete order. All jobs details in BOQ will be allotted to single service provider. Comparison of financial bid will be done on the basis of all jobs on consolidated basis.
- 21.7 EMD of the unsuccessful bidder except L-1 and L-2 will be refunded after L-1 is declared. EMD of L-2 will be refunded after execution of agreement with L-1.
22. Contacting the Federation

- 22.1 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.
- 22.2 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

- 23 Award Criteria
 - 23.1 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 and is qualified to perform the contract satisfactorily.
- 24 Federation's right to vary the jobs at the Time of Award.
 - 24.1 If GST is 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.
- 25 Federation's right to accept any e-Bid and to reject any or all e-Bids
 - 25.1 The Federation reserves the right to accept or reject any or all e-Bids, or annul the e-Bid process without assigning any reason thereof any time prior to award of contract, 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 bidders without assigning any reason.
- 26- Notification of Award
 - 26.1 The Federation will notify the successful bidder by issuing letter of intent , 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.
 - 26.2 The notification of award will constitute the formation of the Contract.
- 27- Signing of Contract

The successful bidder will sign contract agreement with the General Manager U.P. Co-operative Sugar Factories Federation Ltd. Distillery Unit Semikhera, Distt. - Bareilly within a week of the issue of LOI.
- 28- Prospective bidders are advised to visit the site with prior intimation to the General Manager, Semikhera to study the status of factory conditions etc. prior to submission of bid.
 - 28.1 Prospective bidders are also advised to study all technical and commercial aspects, instructions, forms, terms and conditions & specifications carefully in the tender document. Failure to furnish all information required in the Tender Document or submission of a bid not substantially responsive to the Tender document in every respect will be at the service provider's risk and may result in the rejection of the bid.

SECTION –II CONDITIONS OF E-TENDER CONTRACT (CC)

E-tender for out sourcing of Consultancy Services from experienced and registered firms / institutions to obtain the required NOC, Certificate, License from various departments like Ministry of Environment & Forest, PESO, Excise and Pollution Boards to establish 100 KLPD molasses based distillery at Semikhera (Bareilly) in ownership of U.P. Co-operative Sugar Factories Federation Ltd., 9-A, Rana Pratap Marg, Lucknow.

1- Eligibility criteria for the bidder

- 1.1 The bidder shall be a experienced and registered consultancy service firm.
- 1.2 The bidder must be experienced in the field of consultancy in the relative field or must be currently engaged in such activity. The bidder must enclose performance certificate from the client.
- 1.4 The bidder must have the experience in the area of consultancy and follow up work of obtaining the required NOCs/License/Certificate from various departments or ministries etc..
- 1.5 The companies/Firms etc. should be registered with the competent authority to meet all statutory / obligatory, mandatory requirements under the applicable acts.
- 1.6 The bidder will have to submit copies of GST Registration, Registration with Central Excise department/GST and PAN card and the latest Income Tax Return in Technical Bid.
- 1.7 The bidder is required to enclose, with technical bid, copies of past work orders & Satisfactory performance Certificate etc. as a proof of work experience in Technical Bid.
- 1.8 The company/firm should have positive net worth and a minimum turnover of Rs. 50,00,000 (Rs. fifty lacks only) in the previous year.
- 1.9 **Documents to be scanned and uploaded by Bidder with Technical Bid**
 - a. Documentary proof for successful consultancy services.
 - b. E-bid Document Fees of Rs. 1,000/- + GST (Rs. One thousand + GST only)
 - c. EMD of Rs. 25,000 only (Rs. Twenty five thousand only.)
 - d. Authorization Letter
 - e. Certificate of Total Turnover of Rs.50.00 Lack in the previous year.
 - f. Audited Balance Sheet of last three years or since inception.
 - g. Income Tax return of last three years or since inception.
 - i. Copy of PAN card
 - j. Copy of GST/ TIN NO/ Central Excise Registration which ever is applicable
 - k. Documentary proof of the Status of the company along with names of Directors/Partners/Proprietor.
 - l. Affidavit by Bidder that he is not blacklisted (as attached with tender document).

NOTE: The bidder will submit all details about their eligibility criteria with proof in the proforma given for capability statement with technical bid.

2.0 Scope of Work

Out sourcing of Consultancy Services from experienced and registered firms / institutions to obtain the required NOC, Certificate, License from various departments like Ministry of Environment & Forest, PESO, Excise and Pollution Boards to establish 100 KLPD molasses based distillery at Semikhera (Bareilly) in ownership of U.P. Co-operative Sugar Factories Federation Ltd., 9-A, Rana Pratap Marg, Lucknow. The overall scope of work is outlined below:-

- 2.1 **EIA** – Preparation of EIA report and obtaining environmental clearance for molasses based new distillery of 100 KL/day capacity with same capacity production of ENA and Anhydrous Ethanol Plant at Kisan Sahkari chini Mills Ltd. Semikhera (Bareilly)
- 2.2 **U.P. Excise** – Obtaining the clearance/permission to establish the new molasses based distillery with product mix of Rectified Spirit, ENA and Anhydrous Ethanol having R.S. production capacity of 100 KL per Day.
- 2.2.1 The scope of work includes to fulfill all the required documentation work and follow up work with U.P. Excise to get issued PD 32 / PD 33 license to establish the new distillery as 2.2
- 2.3 **Pollution Control Board** – Obtaining NOC from Pollution Control Board to install a molasses based new distillery of 100 KL/day capacity with same capacity production of ENA and Anhydrous Ethanol Plant.
- 2.4 **PESO, Nagpur** – Obtaining the permission/NOC from Petroleum Explosives Safety Organization, Nagpur.
- 2.5 Central Ground Water Authority – Obtaining the permission/NOC.
- 2.6 All the above Certificates/NOCs/Permissions/Licenses are connected with each other and required at various times by other departments hence the same should be ready to submit at required time of licensing process of Distillery. This will be the essence of the contract. Any delay on any step will affect the whole process of licensing so the required approvals should be available at the time of requirement. For EIA the time limit for obtaining environmental clearance from MoEF will be ten months from the date of receipt of this order. It should be noted that time is the essence of the contract for all works from clause 2.1 to 2.4
- 2.61 All the statutory fee will be given by The Federation/Mill society however follow up work will be carried out by the tenderer.
- 2.62 If the service provider is unable to complete the contract within the specified or extended period, if any, the Federation/the Kisan Sahakari Chini Mills Ltd. Semikhera, Bareilly (Mill Society) shall be entitled to accept services from other tenderer/accredited firms/organization and get work done at your risk and cost. Under these circumstances, the Federation/Mill society also reserves the right to cancel the work order and forfeit the security deposit/EMD and all other dues if any. The service provider will also be liable for any loss or damages, which the Federation/Mill society sustained by reason of such failure on your part. The recovery of such losses or damages shall be made good from any sum accruing to service provider under this or any other contract with the Federation/Mill society. If recovery is not possible from the bills and the service provider fails to pay the losses or damages within one month the recovery shall be made under any law for the time being in force.

- 2.63 U.P. Co-operative Sugar Factories Federation Ltd./Mill society will provide the required information on manufacturing process, raw materials, land, power, effluent generation, effluent treatment, water balance, details of air emissions and control systems, land availability and other project details, plot plan etc. as available with the Project report.
- 2.64 In the event of breach of conditions of the contract at any time on the part of the contract, the contract may be terminated and earnest money and security deposit may be forfeited by the Managing Director with such conditions as may be deemed fit. The work must be completed within agreed/scheduled time. Liquidated damages will be applied if the work are not completed within the scheduled time @ 1% of contract amount per week of delay subject to maximum of 10% of contract amount.
- 2.65 All legal proceedings, arising out of this contract shall be subject to the jurisdiction of courts situated at Lucknow city only. In case of any dispute arising in contract, the matter will be referred to Sole Arbitrator the Managing Director, U.P. Co-operative Sugar Factories Federation Ltd. Lucknow whose decision shall be final and binding on both the parties.
- 2.66 All terms and conditions of the tender document form the part of order/agreement.

7.0 Payment :

- 7.1 10% Advance on interest @ 12 percent per annum against bank guarantee of Nationalized Bank on Federation prescribed proforma after issue of work order. The bank guarantee will be released after issue of all permissions/NOCs/Certificates/Licenses form clause 2.1 to 2.4 from competent authority of concerned departments.
- 7.2 Payment shall be made as per progress of the works and after verification of quantum of work.
- 7.3 Security Deposit will be 5% of contract price. EMD will be converted into security deposit, balance amount will be deducted from invoices on pro-rata basis. Security deposit will be refunded after 03 months of successful work execution
- 7.4 Bank Guarantee
Bank guarantee of 10% of contract price (within 10 days of signing of agreement) to be deposited by the Bidder against timely completion of the work as per letter of intent .
- 8 **Performance Parameters:-** The production of required NOC/Consent to install distillery /License etc. from competent authority of the Department/Ministry/Body etc. will be treated as performance. After submitting required NOCs as described above the bank guarantee referred in clause 7.5 will be released after one month .
- 10 Liquidated damages and Penalties:

In case it is found that work is not being completed in time as per schedule given by Distillery Unit Semikhera, Bareilly resulting in delay in obtaining the next sequential License/NOC etc., then penalty will be imposed @ of 5% of contract price.

- 11.0 **Agreement** General Manager The Kisan Sahkari Chini Mills Ltd. Semikhera (Bareilly) and the service provider will enter into an Agreement within 10 days after issue of Letter of Intent. Price breakup of Repair & maintenance will be the part of the Agreement.

12.0 EXTENSION OF CONTRACT

This is one time job and is to be completed in steps in stipulated time so after completion of work the contract will not be extended further.

13.0 Arbitration

In case of any dispute between the service provider and The Federation/Mill Society arising out this contract or in relation thereof, the matter shall be referred to the Managing Director, UP Co-operative Sugar Factories Federation Ltd, who shall be the sole arbitrator and his decision shall be binding on both the parties.

14.0 Jurisdiction

Notwithstanding anything in the above provisions, Allahabad High Court at Lucknow and courts sub-ordinates there to shall have the exclusive jurisdiction with regard to any or all matters arising out of this contract.

15.0 Termination of Contract

If at any time after signing this agreement, as per directives of Govt. Of Uttar Pradesh or due to any other reason, the Distillery Unit Semikhara, Bareilly does not require the whole or any part of the jobs described in tender document/agreement relating to Outsourcing of Consultancy Services from experienced and registered firms / institutions to obtain the required NOC, Certificate, License from various departments like Ministry of Environment & Forest, PESO, Excise and Pollution Boards to establish 100 KLPD molasses based distillery at Semikhara (Bareilly) in ownership of U.P. Co-operative Sugar Factories Federation Ltd., 9-A, Rana Pratap Marg, Lucknow will give notice in writing of the fact to the service provider who shall have no claim to any payment by way of compensation or otherwise on account of any profit or the advantage which they might have derived from the execution of the allotted jobs as per agreement which they could not derive in consequence of giving up the jobs before completion. The service provider shall be paid at rates for full amount of jobs executed till date and also actual expenses incurred by them on account of providing consultancy services. In the event of closing up of the work as above, the service provider will undertake to refund within 120 days there after all outstanding unutilized and unadjusted amount of the advance payment, if any with interest @ the lending rate of banks then prevailing.

SECTION III: TECHNICAL E-BID

- III(A) e-BID FORM
- III(B) QUALIFICATION DETAILS
(CAPABILITY STATEMENT)
- III(C) AFFIDAVIT
- III(D) SIGNED COPY OF E-BID DOCUMENT

SECTION III(A): E-BID FORM

IFB No : 42/Semikhera/GM(AT)Proj.10/2019-20

Dated 28/08/2019

To:

The Managing Director,
U.P. Co-operative 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 undertake the jobs

in conformity with the said e-Bid (Section I and II) of the e-Bid Document for out sourcing of Consultancy Services from experienced and registered firms / institutions to obtain the required NOC, Certificate, License from various departments like Ministry of Environment & Forest, PESO, Excise and Pollution Boards to establish 100 KLPD molasses based distillery at Semikhera (Bareilly) in ownership of U.P. Co-operative Sugar Factories Federation Ltd., 9-A, Rana Pratap Marg, Lucknow. The particulars of our organization as required in technical bid and e-Bid security/EMD for Rs. 25,000/- (Rs. Twenty five thousand Only) in the form of Demand Draft in favour of UP Co-operative Sugar Factories Federation Ltd. Payable at Lucknow is furnished with this e-Bid form.

We agree to abide by this e-Bid for the e-Bid validity period specified in Clause 12.1 of the ITB Section (1-B) and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

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

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

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

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

-
Signature

(in the capacity of)

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

**SECTION III(B): QUALIFICATION DETAILS
(CAPABILITY STATEMENT)**

Please annex scanned copies of all certificates/registration Nos. and mention annexure nos.. The bidder should bring original copies for verification at the time of technical e-bid opening.

S.No.	PARTICULARS	
	Name of Service provider (Brief profile of the Firm to be attached)	
	Registered office address	
	Phone/Mobile Number	
	Email address	
	Address for all communication	
	Status of Firm, whether proprietorship/Pvt. Ltd/Public LTD. etc. along with the names of director/partner/proprietor.	
	Authorization Letter	
	e-bid document/processing fee details	Attach scanned copy of DD
	e-bid EMD details	Attach scanned copy of DD
	GST Details	
	PAN Card details (attach self attested copy)	
	Income Tax details (Last 3 years IT clearance certificate to be enclosed)	
	Last 3 years turn over and copy of balance sheet (Certified by Chartered Accountant)	
	Details of work/Job Orders in hand/already executed, specified in eligibility criteria as under Section II(1) along with their performance certificates.	
	Duly signed all pages of tender document	
	Affidavit mentioning that the company/firm is not blacklisted as per attached format.	

I/We declare that I/We have gone through and carefully examined the terms & conditions and other information contained in the tender and have visited the factory at Semikhera, Distt Bareilly.

Signature of the Service provider

Name of Firm

Date.....

Address

TO WHOM IT MAY CONCERN

AFFIDAVIT IN RELATION TO THE E-TENDER

I (Full Name), aged about, S/O Shri
(Full Name), is resident of (Permanent
address/present address), is the director/representative/partner of M/s
(address of registered office), do hereby solemnly affirm and state on oath as under;

1. I/We state and confirm that I/we or our holding company/subsidiary company have not been convicted by any court of law or indicated or adverse orders passed by a Regulatory Authority or Government of India/State Governments/ Undertakings or any FIR related to economic or criminal offence has been lodged against the directors/senior officials of the Company/Firm/me which would cast a doubt on our ability to manage/deal with the public sector unit or which relates to grave offence that outrages the moral sense of the community.

2. I/We further state and confirm that in regard to matters relating to security and integrity of the country, I/we have not been charge-sheeted/Black-Listed by any agency of the Government of India/State Governments/Undertakings and/or not been convicted for any offence by any court of law by me/us or by any of our holding/subsidiary company.

3. I/We undertake that in case of any change in the facts and circumstances during the agreement period, such change would attract the provisions of disqualification mentioned in tender document.

4. I/We state and confirm that I/we have not been debarred/disqualified from participating in the tender process of Government of India or State Governments or their instrumentalities.

5. I/We state and confirm that the applicant or in case of a Consortium, any member of the Consortium has made, incorrect, misleading or false misrepresentation in the forms, statements and attachments submitted, whether intentionally or unintentionally be dropped from further consideration.

Deponent
Verification

I above named (authorized signatory), do hereby verify the contents of para 1-5 are true to my personal knowledge.

Signed and verified on

Deponent
I identify the deponent who has signed before me.
Advocate

Section III-D

Attach duly signed (on every page) tender document as a token of acceptance of all terms conditions of tender.

SECTION iv: FINANCIAL E-BID

IV(A)	e-BID FORM
IV(B)	PRICE SHEDULE/BOQ

SECTION IV(A): E-BID FORM

Date 28/08/2019

IFB No : 42/Semikhhera/GM(AT)Proj.10/2019-20

To:

The Managing Director,
U.P. Co-operative 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 undertake the jobs

.....
in conformity with the said e-Bid (Section I and II) of the e-Bid Document for Out sourcing of Consultancy Services from experienced and registered firms / institutions to obtain the required NOC, Certificate, License from various departments like Ministry of Environment & Forest, PESO, Excise and Pollution Boards to establish 100 KLPD molasses based distillery at Semikhhera (Bareilly) in ownership of U.P. Co-operative Sugar Factories Federation Ltd., 9-A, Rana Pratap Marg, Lucknow. The particulars of our organization as required in technical bid and e-Bid EMD for Rs.25,000/- (Rs. 25,000 Only) in the form of Demand Draft in favour of UP Co-operative Sugar Factories Federation Ltd. Payable at Lucknow is furnished with this e-Bid form.

We agree to abide by this e-Bid for the e-Bid validity period specified in Clause 12.1 of the ITB Section (1-B) and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

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

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

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

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

Signature

(in the capacity of)

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

Section IV-B : Financial e-Bid

Validate	Print	Help	Wise BoQ			
Tender Inviting Authority: U.P. Cooperative Sugar Factories Federation, Lucknow.						
Name of Work: COMPETITIVE e-bidding For Outsourcing of Consultancy Services .						
Contract No: UPF/Consultancy Services /2019-20/42						
Bidder Name :						
PRICE SCHEDULE <small>(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)</small>						
NUMBER #	TEXT #	NUMBER #	NUMBER	NUMBER #	NUMBER #	TEXT #
Sl. No.	Item Description	Basic Price (In Rs)	GST	TOTAL AMOUNT Without Taxes	TOTAL AMOUNT With Taxes	Quoted Rate in Words
1	2	13	14	53	54	55
1	For Outsourcing of Consultancy Services .					
1.01	Preparation of EIA report and obtaining environmental clearance for molasses based new distillery of 100 KL/day capacity with same capacity production of ENA and Anhydrous Ethanol Plant.			0.0000	0.0000	INR Zero Only
1.02	Obtaining the clearance/permission to establish the new molasses based distillery with product mix of Rectified Spirit, ENA and Anhydrous Ethanol having R.S. production capacity of 100 KL per Day			0.0000	0.0000	INR Zero Only
1.03	Obtaining NOC from Pollution Control Board to install a molasses based new distillery of 100 KL/day capacity with same capacity production of ENA and Anhydrous Ethanol Plant			0.0000	0.0000	INR Zero Only
1.04	Obtaining the permission/NOC from Petroleum Explosives Safety Organization, Nagpur.			0.0000	0.0000	INR Zero Only
1.05	Obtaining the permission/NOC From Central Ground Water Authority			0.0000	0.0000	INR Zero Only
Total in Figures				0.0000	0.0000	INR Zero Only
Quoted Rate in Words						

AGREEMENT

THIS AGREEMENT MADE on the ----- at ----- between Kisan Sahakari Chini Mills Ltd., Semikhera, Distt. Bareilly, Uttar Pradesh – hereinafter referred to as the ‘Distillery Unit Semikhera, Bareilly’ which expression shall, unless repugnant to the subject or context include their successors and assignees represented by the General Manager being the authorized representative of the Distillery Unit Semikhera, Bareilly of the one part and ----- a consultancy company within the meaning of the Companies Act, 2013, having its registered office at ----- hereinafter referred to as the “Service Provider” which expression shall unless repugnant to the subject or context include their legal representatives, administrators, successors or permitted assignees represented by ----- the Service Provider, of the other part.

WHEREAS the Bid of the ‘Service Provider’ contained in their bid document dated ----- as modified after subsequent techno commercial discussion with the ‘Distillery Unit Semikhera, Bareilly’ in the meeting of the State Level Advisory Committee/High Power Committee, held on ----- for out sourcing of Consultancy Services from experienced and registered firms / institutions to obtain the required NOC, Certificate, License from various departments like Ministry of Environment & Forest, PESO, Excise and Pollution Boards to establish 100 KLPD molasses based distillery at Semikhera (Bareilly) in ownership of U.P. Co-operative Sugar Factories Federation Ltd., 9-A, Rana Pratap Marg, Lucknow, Uttar Pradesh (herein after referred as Distillery Unit Semikhera, Bareilly) has been accepted by the Distillery Unit Semikhera, Bareilly and the Service Provider has been awarded the Letter of Intent No. ----- dated -----, according to terms and conditions etc. forming part of this Agreement on the terms and conditions hereinafter appearing.

AND WHEREAS the contract price hereinafter mentioned is based on the Service Provider’s undertaking out sourcing of Consultancy Services from experienced and registered firms / institutions to obtain the required NOC, Certificate, License from various departments like Ministry of Environment & Forest, PESO, Excise and Pollution Boards to establish 100 KLPD molasses based distillery at Semikhera (Bareilly) in ownership of U.P. Co-operative Sugar Factories Federation Ltd., 9-A, Rana Pratap Marg, Lucknow, Uttar Pradesh in which time is the essence of the contract and if the Service Provider fails to do so, the Service Provider shall pay liquidated damages as hereinafter provided, as per terms of the Agreement, subject to the decision of Distillery Unit Semikhera, Bareilly fulfilling their obligation on time.

NOW THEREFORE, the parties hereto have agreed on the following terms for out sourcing of Consultancy Services from experienced and registered firms / institutions to obtain the required NOC, Certificate, License from various departments like Ministry of Environment & Forest, PESO, Excise and Pollution Boards to establish 100 KLPD molasses based distillery at Semikhera (Bareilly) in ownership of U.P. Co-operative Sugar Factories Federation Ltd., 9-A, Rana Pratap Marg, Lucknow, Uttar Pradesh.

1.0 DEFINITION

- (a) Site: Site shall mean the location of distillery.
- (b) Distillery Unit Semikhera, Bareilly: Distillery Unit Semikhera, Bareilly means The Kisan Sahakari Chini Mills Ltd., Semikhera, Distt. Bareilly, Uttar Pradesh and their representatives including U. P. Co-operative Sugar Factories Federation Ltd. and the legal successors in title to the Distillery Unit Semikhera, Bareilly but not (except with the consent of the Service Provider) any assignee of the Distillery Unit Semikhera, Bareilly.
- (c) Service Provider: Service Provider means -----, whose bid has been accepted by the Distillery Unit Semikhera, Bareilly and legal successor in title to the Service Providers but not any assignee of the Service Providers.
- (e) Contract Price: Contract price means the sum stated in the Contract mentioned in -----Service Providers for out sourcing of Consultancy Services from experienced and registered firms / institutions to obtain the required NOC, Certificate, License from various departments like Ministry of Environment & Forest, PESO, Excise and Pollution Boards to establish 100 KLPD molasses based distillery at Semikhera (Bareilly) in ownership of U.P. Co-operative

- Sugar Factories Federation Ltd., 9-A, Rana Pratap Marg, Lucknow, Uttar Pradesh (according to terms and conditions etc. forming part of this Agreement).
- (f) Bid: Bid means the Service Providers priced offer to the Distillery Unit Semikhera, Bareilly for out sourcing of Consultancy Services from experienced and registered firms / institutions to obtain the required NOC, Certificate, License from various departments like Ministry of Environment & Forest, PESO, Excise and Pollution Boards to establish 100 KLPD molasses based distillery at Semikhera (Bareilly) in ownership of U.P. Co-operative Sugar Factories Federation Ltd., 9-A, Rana Pratap Marg, Lucknow, Uttar Pradesh.
- (g) KLPD: Kilo liters per day
- 2.0 SCOPE OF WORK
- Out sourcing of Consultancy Services from experienced and registered firms / institutions to obtain the required NOC, Certificate, License from various departments like Ministry of Environment & Forest, PESO, Excise and Pollution Boards to establish 100 KLPD molasses based distillery at Semikhera (Bareilly) in ownership of U.P. Co-operative Sugar Factories Federation Ltd., 9-A, Rana Pratap Marg, Lucknow. The overall scope of work is outlined below:-
- 2.1 **EIA** – Preparation of EIA report and obtaining environmental clearance for molasses based new distillery of 100 KL/day capacity with same capacity production of ENA and Anhydrous Ethanol Plant at Kisan Sahkari chini Mills Ltd. Semikhera (Bareilly)
- 2.2 **U.P. Excise** – Obtaining the clearance/permission to establish the new molasses based distillery with product mix of Rectified Spirit, ENA and Anhydrous Ethanol having R.S. production capacity of 100 KL per Day.
- 2.2.1 The scope of work includes to fulfill all the required documentation work and follow up work with U.P. Excise to get issued PD 32 / PD 33 license to establish the new distillery as 2.2
- 2.3 **Pollution Control Board** – Obtaining NOC from Pollution Control Board to install a molasses based new distillery of 100 KL/day capacity with same capacity production of ENA and Anhydrous Ethanol Plant.
- 2.4 **PESO, Nagpur** – Obtaining the permission/NOC from Petroleum Explosives Safety Organization, Nagpur.
- 2.5 Central Ground Water Authority – Obtaining the permission/NOC.
- 2.6 All the above Certificates/NOCs/Permissions/Licenses are connected with each other and required at various times by other departments hence the same should be ready to submit at required time of licensing process of Distillery. This will be the essence of the contract. Any delay on any step will affect the whole process of licensing so the required approvals should be available at the time of requirement. For EIA the time licit for obtaining environmental clearance from MoEF will be ten months from the date of receipt of this order. It should be noted that time is the essence of the contract for all works from clause 2.1 to 2.4
- 2.61 All the statutory fee will be given by The Federation/Mill society however follow up work will be carried out by the tenderer.
- 2.62 If the service provider is unable to complete the contract within the specified or extended period, if any, the Federation/the Kisan Sahakari Chini Mills Ltd. Semikhera, Bareilly (Mill Society) shall be entitled to accept services from other tenderer/accredited firms/organization and get work done at your risk and cost. Under these circumstances, the Federation/Mill society also reserves the right to cancel the work order and forfeit the security deposit/EMD and all other dues if any. The service provider will also be liable for any loss or damages, which the Federation/Mill society sustained by reason of such failure on your part. The recovery of such losses or damages shall be made good from any sum accruing to service provider under this or any other contract with the Federation/Mill society. If recovery is not

- possible from the bills and the service provider fails to pay the losses or damages within one month the recovery shall be made under any law for the time being in force.
- 2.63 U.P. Co-operative Sugar Factories Federation Ltd./Mill society will provide the required information on manufacturing process, raw materials, land, power, effluent generation, effluent treatment, water balance, details of air emissions and control systems, land availability and other project details, plot plan etc. as available with the Project report.
- 2.64 In the event of breach of conditions of the contract at any time on the part of the contract, the contract may be terminated and earnest money and security deposit may be forfeited by the Managing Director with such conditions as may be deemed fit. The work must be completed within agreed/scheduled time. Liquidated damages will be applied if the work are not completed within the scheduled time @ 1% of contract amount per week of delay subject to maximum of 10% of contract amount.
- 2.65 All legal proceedings, arising out of this contract shall be subject to the jurisdiction of courts situated at Lucknow city only. In case of any dispute arising in contract, the matter will be referred to Sole Arbitrator the Managing Director, U.P. Co-operative Sugar Factories Federation Ltd. Lucknow whose decision shall be final and binding on both the parties.
- 2.66 All terms and conditions of the tender document form the part of order/agreement.
- 3.0 Payment :
- 3.1 10% Advance on interest @ 12 percent per annum against bank guarantee of Nationalized Bank on Federation prescribed proforma after issue of work order. The bank guarantee will be released after issue of all permissions/NOCs/Certificates/Licenses form clause 2.1 to 2.4 from competent authority of concerned departments.
- 3.2 Payment shall be made as per progress of the works and after verification of quantum of work.
- 3.3 Security Deposit will be 5% of contract price. EMD will be converted into security deposit, balance amount will be deducted from invoices on pro-rata basis. Security deposit will be refunded after 03 months of successful work execution
- 3.4 Bank Guarantee
Bank guarantee of 10% of contract price (within 10 days of signing of agreement) to be deposited by the Bidder against timely completion of the work as per letter of intent .
- 4 **Performance Parameters:-** The production of required NOC/Consent to install distillery /License etc. from competent authority of the Department/Ministry/Body etc. will be treated as performance. After submitting required NOCs as described above the bank guarantee referred in clause 7.5 will be released after one month .
- 5 Liquidated damages and Penalties:
In case it is found that work is not being completed in time as per schedule given by Distillery Unit Semikhera, Bareilly resulting in delay in obtaining the next sequential License/NOC etc., then penalty will be imposed @ of 5% of contract price.
- 6 **Performance Parameters:-** The production of required NOC/Consent to install distillery /License etc. from competent authority of the Department/Ministry/Body etc. will be treated as performance. After submitting required NOCs as described above the bank guarantee referred in clause 7.5 will be released after one month .
- 7 Liquidated damages and Penalties:
In case it is found that work is not being completed in time as per schedule given by Distillery Unit Semikhera, Bareilly resulting in delay in obtaining the next sequential License/NOC etc., then penalty will be imposed @ of 5% of contract price.
- 8 **EXTENSION OF CONTRACT**
This is one time job and is to be completed in steps in stipulated time so after completion of work the contract will not be extended further.
- 9 **Arbitration**

If at any time there should be any question, dispute or difference between the parties in respect of any matter arising out of or in relation to this Agreement, either

party may give to the other party notice in writing of the existence of such question, dispute or difference and the same shall be referred to arbitration of a single arbitrator, when the parties may agree upon, otherwise two arbitrators, one to be nominated by each party. The two arbitrators appointed by the parties shall before proceeding with the reference, appoint a third arbitrator with mutual consent, who will act as the presiding Arbitrator. The arbitrator should not be associated with either of the parties to the agreement in any of the capacities as mentioned in the 7th Schedule of the The Arbitration and Conciliation Act 1996. The award of the arbitrators shall be final and binding on the parties and be accepted by them.

This reference to the arbitrators shall be deemed to be a reference, under the provision of The Arbitration and Conciliation Act 1996 and the rules made there under and any statutory modifications or re-encashments thereof that may be made from time to time and actually in force at the time of reference.

The cost of arbitration shall be borne by the parties as may be decided upon by the arbitrators. Jurisdiction for arbitration will be Lucknow, Uttar Pradesh.

The place of arbitration shall be Lucknow.

10 **Jurisdiction**

Notwithstanding anything in the above provisions, Allahabad High Court at Lucknow and courts sub-ordinates there to shall have the exclusive jurisdiction with regard to any or all matters arising out of this contract.

11 **Termination of Contract**

If at any time after signing this agreement, as per directives of Govt. Of Uttar Pradesh or due to any other reason, the Distillery Unit Semikhera, Bareilly does not require the whole or any part of the jobs described in tender document/agreement relating to Out sourcing of Consultancy Services from experienced and registered firms / institutions to obtain the required NOC, Certificate, License from various departments like Ministry of Environment & Forest, PESO, Excise and Pollution Boards to establish 100 KLPD molasses based distillery at Semikhera (Bareilly) in ownership of U.P. Co-operative Sugar Factories Federation Ltd., 9-A, Rana Pratap Marg, Lucknow will give notice in writing of the fact to the service provider who shall have no claim to any payment by way of compensation or otherwise on account of any profit or the advantage which they might have derived from the execution of the allotted jobs as per agreement which they could not derive in consequence of giving up the jobs before completion. The service provider shall be paid at rates for full amount of jobs executed till date and also actual expenses incurred by them on account of providing consultancy services. In the event of closing up of the work as above, the service provider will undertake to refund within 120 days there after all outstanding unutilized and unadjusted amount of the advance payment, if any with interest @ the lending rate of banks then prevailing.

IN WITNESS WHERE OF THE PARTIES HERE TO AFFIXED THEIR HAND AND SEALS
ON THIS ____ DAY OF, ____, _____.

AUTHORISED SIGNATORY
SERVICE PROVIDER

AUTHORISED SIGNATORY
GENERAL MANAGER
KSCM LTD SEMIKHERA(BAREILLY)

WITNESS: 1

WITNESS: 1