

**U.P. CO-OPERATIVE SUGAR FACTORIES FEDERATION LTD.**

**9-A, RANA PRATAP MARG, LUCKNOW**

**Telephone: (0522) 2200183**

**Fax: (0522) 2627994**

**(0522)2628310**

**Email : upsugarfed@yahoo.co.in**

**Website: [www.upsugarfed.org](http://www.upsugarfed.org)**

**COMPETITIVE e-bidding**

**FOR-**

Outsourcing of Technical staff and skilled, unskilled workers for operation, repair and maintenance of equipments/machinery during financial year 2017-18, for newly erected Distillery of 30 KLPD capacity with DCS based control system consisting of Fed batch fermentation, Multi-pressure distillation for wash to ENA, R.S. MSDH for anhydrous ethanol, Multiple effect evaporator for raw spent wash, spent wash fired high pressure boiler (12.0 TPH), 1.0 MW turbine, condensate and water treatment plants at The Kisan Sahakari Chini Mills Ltd. Distillery Unit Sathiaon, Azamgarh, Uttar Pradesh (herein after referred as Distillery Unit Sathiaon, Azamgarh)

e-bid REFERENCE : UPSUGARFED/Sathiaon/2017-18/505

LAST DATE AND TIME FOR SUBMISSION OF E-Bids : 15/05/2017 upto 06:55 PM

DATE AND TIME OF OPENING OF ON LINE TECHNICAL e-Bids : 17/05/2017 at 11:00 AM

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.5,00,000/- (Five Lacs 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. 5,000/-

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**TENDER NOTICE**

Ref no. UPSUGARFED/Sathiaon/2017-18/504

Dated : 21/04/2017

On line E-Tender is invited from registered Firm/Contractor/companies for deployment of Technical staff and skilled, unskilled workers for operation, repair and maintenance of equipments/machinery during financial year 2017-18 , for newly erected Distillery of 30 KLPD capacity with DCS based control system consisting of Fed batch fermentation, Multi-pressure distillation for wash to ENA, R.S. MSDH for anhydrous ethanol, Multiple effect evaporator for raw spent wash, spent wash fired high pressure boiler (12.0 TPH), 1.0 MW turbine, condensate and water treatment plants at The Kisan Sahakari Chini Mills Ltd. Distillery Unit Sathiaon , Azamgarh, Uttar Pradesh.

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 <a href="https://etender.up.nic.in">https://etender.up.nic.in</a> or Federation's website <a href="http://www.upsugarfed.org">www.upsugarfed.org</a>
3	Cost of E-bid document / e-bid processing fee	Rs.5,000/ + VAT (Rs. Five thousand plus VAT 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.5,00,000/- (Rs. Five Lacs 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.	21/04/2017 upto 6:55 PM
6	e-Bid submission end date & time.	15/05/2017 upto 6:55 PM
7	Technical e-bid opening date & time	17/05/2017 upto 11:00 AM
8	Financial e-bid opening date & time	17/05/2017 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](http://www.upsugarfed.org) from 21.04.2017 at 6:55 PM to 15.05.2017 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.

(DR. B. K. YADAV)  
**MANAGING DIRECTOR**

## INVITATION FOR e-Bids

On line E-Tender is invited from registered Firm/Contractor/companies for deployment of Technical staff and skilled, unskilled workers for operation, repair and maintenance of equipments/machinery during financial year 2017-18 for newly erected Distillery of 30 KLPD capacity with DCS based control system consisting of Fed batch fermentation, Multi-pressure distillation for wash to ENA, R.S., MSDH for anhydrous ethanol, Multiple effect evaporator for raw spent wash, spent wash fired high pressure boiler (12.0 TPH), 1.0 MW turbine, condensate and water treatment plants at The Kisan Sahakari Chini Mills Ltd. Distillery Unit Sathiaon, Azamgarh, Uttar Pradesh.

1. Bidders are advised to study the tender Document carefully. Submission of e-Bid against these tender shall be deemed to have been done after careful study and examination of the procedures, terms and conditions of the tender Document with full understanding of its implications.
2. The e-Bid prepared in accordance with the procedures enumerated in ITB **Clause 15** of Section-I should be submitted through e-Procurement website <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](http://www.upsugarfed.org) from 21/04/2017 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 21/04/2017 at 6:55 PM at e-Procurement web site <a href="https://etender.up.nic.in">https://etender.up.nic.in</a> and Federation's website <a href="http://www.upsugarfed.org">www.upsugarfed.org</a> from where it can be downloaded.
(b)	Clarification start date & time	21/04/2017 from 06:55 PM
(c)	Clarification end date & time	15/05/2017 upto 2:00 PM
(d)	e-Bid submission start date & time	21/04/2017 from 6:55 PM
(e)	e-Bid submission end date & Time	15/05/2017 upto 6.55 PM
(f)	Online technical e-Bid opening date & time	17/05/2017 at 11:00 AM
(g)	On line financial e-Bid opening date & time	17/05/2017 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 M. K. Kulshresth G.M.(PBP) 7880888812 Mr Sunil Kumar G.M.(Proj.Fin.)

		7880888813
(k)	Cost of e-Bid document / Tender Processing fee.	Rs.5,000/ + VAT (Rs. Five thousand plus VAT 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)
(l)	e-Bid E.M.D	Rs.5,00,000/- (Rs. Five Lacs 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/processesing fee through Demand Draft in favour of U.P. Co-operative Sugar Factories Federation Ltd (herein after referred as UPSUGAR FED/Federation) payable at Lucknow. The scanned copy of the Demand Draft or Banker's Cheque 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 (Earnest Money) 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, (UPLC 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- IDIB000L002  
CBS code- 00527  
Rs.6000/-

For E-Tendering Enquiry Please Contact Following Persons

- |                            |                                      |
|----------------------------|--------------------------------------|
| 01. Sri Rritvik Saxena     | - 09415526023,07880888823 Federation |
| 02. Sri Rashid Hussain     | -09935149327 U.P.L.C.                |
| 03. Sri Siddharth Shukla - | 09005621259 U.P.L.C.                 |

## **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](http://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 or Banker's Cheque payable in favour of U.P. Co-operative Sugar Factories Federation Ltd, Lucknow. The scanned copy of the Demand Draft or Banker's Cheque must be enclosed along with the e-Bid but the original Demand Draft or Banker's Cheque should reach the Federation's office before opening of the technical e-Bid. This e-tender document fee as mentioned in the Tender Notice will be non-refundable.

#### **2- Contents of e-Bid Document**

- 2.1 The 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](mailto: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](http://www.upsugarfed.org) through corrigendum and shall form an integral part of e-Bid document. The relevant clauses of the e-Bid document shall be treated as amended accordingly.
- 4.2 It shall be the sole responsibility of the prospective bidders to check the web site <https://etender.up.nic.in> and [www.upsugarfed.org](http://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](http://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** Outsourcing of Technical staff and skilled, unskilled workers for operation and maintenance of equipments/machinery during season 2017-18 repair and maintenance work after season 2017-18 for newly erected Distillery of 30 KLPD capacity with DCS based control system consisting of Fed batch fermentation, Multi-pressure distillation for wash to ENA, R.S. MSDH for anhydrous ethanol, Multiple effect evaporator for raw spent wash, spent wash fired high pressure boiler (12.0

TPH), 1.0 MW turbine, condensate and water treatment plants at Sathiaon situated in District Azamgarh, Uttar Pradesh.

- 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 The UP Co-operative Sugar Factories Federation Ltd. Payable at Lucknow. The scanned copy of the e-Bid EMD must be submitted along with the 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 E.M.D is required to protect the Federation against the risk of bidder's conduct which would warrant the EMD's forfeiture, pursuant to ITB Clause 11.7.

- 11.3 The e-Bid E.M.D shall be in Indian Rupees and shall be in the following forms only: A demand draft payable in favour of 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 E.M.D will be converted in security.

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

- (a) if a bidder (i) withdraws its e-Bid during the period of e-Bid validity specified by the bidder on the e-Bid Form; or (ii) does not accept the correction of errors pursuant to ITB Clause 22.2; or (iii) modifies its e-Bid price during the period of e-Bid validity specified by the bidder on the e-Bid form or
- (b) in case of a successful bidder, if the bidder fails:
  - (i) to sign the Contract with the 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. A bidder may refuse the request without forfeiting its e-Bid security. A bidder granting the request will not be required nor permitted to modify its e-Bid.

## 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 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 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 held 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 15/05/2017 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 held responsible if his/her e-Bid is not submitted in time due to any of his/her problems/faults, for whatsoever reason, during e-Bid submission process.
- 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 E.M.D/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(A) 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 17/05/2017** 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 **17/05/2017 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 (Total price i.e. price for commissioning plus price for normal operation and maintenance including taxes) 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 service tax, 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 The Kisan Sahakari Chini Mills Ltd. Distillery unit Sathiaon within a week of the issue of LOI.
- 28- Prospective bidders are advised to visit the factory and site with prior intimation to the General Manager, Sathiaon to study the technical status of factory and working 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( C C )**

E-tender for outsourcing of Technical staff and skilled, unskilled workers for operation, repair and maintenance of equipments/machinery during financial year 2017-18 , for newly erected Distillery of 30 KLPD capacity with DCS based control system consisting of Fed batch fermentation, Multi-pressure distillation for wash to ENA, R.S. MSDH for anhydrous ethanol, Multiple effect evaporator for raw spent wash, spent wash fired high pressure boiler (12.0 TPH), 1.0 MW turbine, condensate and water treatment plants at The Kisan Sahakari Chini Mills Ltd. Distillery Unit Sathiaon , Azamgarh, Uttar Pradesh.

### **1- Eligibility criteria for the bidder**

- 1.1 The bidder shall be a private / public limited company/ private or partnership firm engaged in any of the following fields-
  - a-Consultancy in providing human resource.
  - b-Have experience of executing turn-key projects for Distilleries /Chemical units /Sugar and allied Industries.
- 1.2 –The bidder must have experience of successful operation and maintenance of at least one modern standalone multi pressure distillery with TG set, incineration boiler based zero liquid discharge system having R.S. , Integrated E. N. A. , MSDH based anhydrous alcohol plants and latest instrumentation & auto-control system ( PLC/DCS ) of capacity minimum 30 KLD or must be currently engaged in such activity. The bidder must enclose performance certificate from the client.
- 1.3 - The bidder should have a team of technically sound and competent employees to undertake maintenance and operation work of DCS based distillery with ZLD system, high pressure incineration boiler steam turbo-generator.
- 1.4- The bidder must have the experience in the area of preventive maintenance, break down maintenance, spare and material planning and complete distillery operations including ZLD system as per govt rules and regulations.
- 1.5- The companies/Firm should be registered with the competent authorities like labour commissioner/PF Commissioner etc. so as to meet all statutory / obligatory, mandatory requirements under the applicable acts.
- 1.6- The bidder will have to submit copies of Service Tax Registration, Registration with Central Excise department/GST, PF Registration and PAN card and the latest Income Tax Return in Technical Bid.(which ever is applicable. )

- 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 with latest list of technical staff.
- 1.8 - The company/firm should have positive net worth and a minimum turnover of Rs. 2,00,00,000.00 ( Rs.two crores only) in the previous year or total 5,00,00,000.00 (Rs.Five crores only) in last consecutive three years.
- 1.9- Documents to be scanned and uploaded by Bidder with Technical Bid
- Documentary proof for successful operation and maintenance
  - E-bid Document Fees of Rs. 5,000/-
  - EMD of Rs. 5.00 lakh
  - Authorization Letter
  - Certificate of Total Turnover of Rs.2.00crores in the previous year or total turnover Rs.Five crores in last three consecutive years.
  - Audited Balance Sheet of last three years
  - Income Tax return of last three years
  - Certificate of credit worthiness of Rs.2.00 crores(RupeesTwo crores only)in following format:-

TO WHOM IT MAY CONCERN

This is to certify that M/s ..... having its registered office at ..... is maintaining current A/c in our bank at ..... Branch. The average monthly transaction in this account is Rs. .... (in words). M/s ..... is also availing credit facility from this bank upto the limit of Rs. .... (in word).

It is further certified that M/s ..... Is valuable customer of our bank and it's credit worthiness can be treated good upto a sum of Rs. .... Crores.

Signature of Bank Manager  
Manager ID No  
Seal of Bank

Signature of the representative  
Of the Service Provider.  
Name and address of the Bidder  
(Seal)

Date \_\_\_\_\_

- Copy of PAN card
- Copy of Trade Tax/ CST registration/ TIN NO/ Central Excise Registration.
- Documentary proof of the Status of the company along with names of Directors/Partners/Proprietor.
- 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;

Deploying technical staff and skilled, unskilled workers for operation, repair and maintenance of various equipments/machinery during financial year 2017-18 including commissioning period, required during operation and shutdown periods for newly erected Distillery of 30 KLPD capacity with DCS based control system consisting of Fed batch fermentation, Multi-pressure distillation for wash to ENA, R.S. MSDH for anhydrous ethanol, Multiple effect evaporator for raw spent wash, spent wash fired high pressure boiler (12.0 TPH), 1.0 MW turbine, condensate and water treatment plants at Sathiaon situated in District Azamgarh, Uttar Pradesh. The scope of work for smooth and fuel efficient operation and maintenance of the Plant will involve all jobs required for operation of distillery from molasses receiving end to product storage, zero liquid discharge and ash shifting ends.

The overall scope of work is outlined below:-

2.1 Providing required staff /workmen for commissioning of the plants and Machineries.

The successful bidder (herein after called as “the service provider”) is required to provide trained staff and experienced skilled and unskilled workmen for smooth commissioning of all plant and machineries.( An indicative list of required manpower is given in section 4.2 )

2.2 Operation of plants and machineries

The service provider will provide appropriate number of trained and experienced staff including engineers, chemists, operators, skilled and unskilled workmen to operate the fermentation, distillation of rectified spirit, MEE, MSDH based anhydrous alcohol plant. Condensate treatment plant, DM water and soft water plants, high pressure slop fired boiler, power turbine, D G set etc. having latest instrumentation and auto control system ( DCS )

2.3 Repair And Maintenance

Normal repair and maintenance of the plant and machineries during operation and during shut down shall be in the scope of the service provider for which all manpower and tools tackles shall be provided by the service provider. During shut down of plant, dismantling of carriers chain, dismantling of plants, bagasse, elevators, return bagasse carrier, external and internal cleaning of boilers, cleaning of complete plants, scraping and washing in fermentation house shall be in scope of the service provider.

2.4 Cleaning operations

The service provider will provide staff and workmen(skilled and unskilled ) for cleaning operations ( CIP or Mechanical ) of all plants and machineries, heat exchange equipments, tanks, vessels and other utensils etc. During normal operations or during shut downs, the required tools and takles shall be arranged by the service provider.

Work related with cleaning and sweeping inside factory area, offices, public toilets, bagasse carrier and yard, boiler ash handling area, different houses, different drains in plant etc.

#### 2.5 Laboratory work

Laboratory work e.g. Yeast Culture and Propagation, Process control analysis, Raw material analysis, Quality Control analysis shall be under the scope of service provider however Raw material analysis, Quality control analysis and other analysis required for ascertain the PROCESS EFFICIENCIES AND QUALITY OF RAW MATERIAL AND PRODUCT shall be under Distillery Manager. In case of difference of opinion the decision of Distillery Manager of Sathiaon Distillery will be final.

#### 2.6 Handling of materials

Handling of store materials from the store to site or site to store like lubricants lime, process chemicals, chemicals for cleaning etc., store consumables, HSD, spares etc. and bagasse / rice husk from storage point to firing point, shifting of boiler ash, garbage, sludge etc will be in the scope of the service provider.

#### 2.7 Servicing of various equipments and machinery such as DG sets, turbo sets, turbines, DCS panels, compressors, electric panels , tube wells etc will be in the scope of service providers.

#### 2.8 All the staff/employee deployed by the service provider to work inside the distillery campus shall be approved by the department of excise, Government of Uttar Pradesh in due accordance with the norms and procedures. It is the responsibility of service provider to make all the necessary information in this regard available to the said department and shall also persue the matter regarding grant of approval from the department. A formal application in this regard shall be made by General Manager, Distillery unit Sathiaon, Azamgarh.

#### 2.9 Fire fighting and disaster management The service provider will create a group with a incharge to handle the situation of fire and other disaster management as per prevailing rules and regulations.

#### 2.10 NOC / consent to operate

The service provider shall operate the water / effluent treatment plant, air pollution system according to NGT/ CPCB/state pollution control board norms, obtaining NOC / consent to operate shall also be in the scope of the service provider. However, the required fees will be deposited by the Distillery Unit Sathiaon, Azamgarh.

#### 2.11 Period of work

Period of completion of contract will be from the date of commissioning till the end of financial year 2017-18 i.e. upto 31.03.2018.

### 3. Distillery Unit Sathiaon, Azamgarh's responsibilities

3.1 Arrangement of molasses and required process chemicals etc, as per requirement of distillery

3.2 Procurement of all inputs like sulphuric acid, hydrochloric acid, WTP chemicals, cooling tower chemicals, process Chemicals, Consumables Store material, spare parts of machineries, lubricant, H.S.D., filters for engine etc.

3.3 Sale of all products and by-products.

3.4 All administrative Staff in Accounts Department, General Office/ distillery manager/ Chemist/ ware house/ Store /Purchase/Time Office and Security etc. shall be under Distillery Unit Sathiaon, Azamgarh's scope.

### 4. Manpower:

4.1 The service provider shall deploy sufficient nos. of qualified and experienced operation and maintenance staff for smooth running and proper and timely maintenance of the plant and machineries. The service provider shall also deploy unskilled labours required for different unskilled jobs e.g. fuel firing, ash shifting, cleaning operations, material shifting etc.. If at any time during inspection by the Distillery Unit Sathiaon, Azamgarh it is noticed that any untrained personnel is employed, unfit for the particular job, the Distillery Unit Sathiaon, Azamgarh will notify the service provider to replace the employ with will be binding upon the service provider.

4.2 The service provider should have technically sound and well qualified experts and staff as per norms of Industry. Boiler Engineer, Boiler In charge, Waterman, Fireman should have the boiler operation certificate of concerned class issued by the Directorate of Boilers. An indicative list of technical personnel with respective qualification and experience :-

SNO	POST NAME	Qualification	Experience
1	Manager	D.I.F.A.T. / Chemical Engr.	Minimum Six years in reputed molasses based distillery.
2	Engineer Incharge	B.Tech. (Mech.)	Minimum Five years experience of similar plants.
3	Electrical Engineer	B.Tech. / Diploma (Elect.)	Minimum Two years for B.Tech and Five Years for Diploma holder in similar plant.
4	Instrument Engineer	Diploma in Electronic and Intrumentation	Five years experience in DCS operated distillery/chemical plant.
5			
6	Shift Chemist	DIFAT (NSI/VSI)	Minimum Three years experience of similar plants.
7	Quality Control In charge	DIFAT (NSI/VSI) in Alcohol Technology	Minimum Five years experience of similar plants.
8	Fitter/shift	I.T.I. fitter trade	Five years in similar plant
	Fitter Helper/shift	I.T.I. fitter trade	Fresher with industrial exposor
	Welder	I.T.I. Welder trade	Minimum Four years experience
9	Electrician/shift	I.T.I. Electrician trade	Minimum Five years experience in modern distillery with captive power
	Electrician helper/shift	I.T.I. Electrician trade	Fresher with industrial exposor
	Instrument Mechanic/shift	I.T.I. Instrument trade	Minimum Five years experience in DCS based distillery/chemical plant
	Instrument helper/shift	I.T.I. Instrument trade	Fresher with industrial exposor
10	Boiler operator/shift	1 <sup>st</sup> Class Boiler Competency certificate according to Indian boiler act.	Minimum Six years working experience in similar capacity, high press. boiler having DCS control system.
11	Fire Man/shift	Second class boiler competency	Minimum Three years working experience in similar capacity, high

		certificate according to IBR act.	press. boiler having DCS control system.
12	Water attendant	Second class boiler competency certificate according to IBR act.	Minimum Three years working experience in similar capacity, high press. boiler having DCS control system.
13	D.M. Plant/Water treatment attendant	Intermediate Science /B.Sc.	Minimum Five years experience in operation of DM water plant.
15	Pump operator/ shift	I.T.I. Electric / fitter trade	Minimum Four years experience in similar capacity.
16	Switch board attendant/ shift	I.T.I. Electric trade	Minimum Five years experience in distillery/chem. plant with captive power plant.
17	Turbine/DG set operator	I.T.I. Electrical / Fitter trade	Minimum Five years experience in similar and DCS controlled turbine.
23	Distillation operator/shift	Intermediate science	5 years experience in multipressure RS/ENA/MSDH plant having DCS control system.
24	Fermentation operator/shift	Intermediate science	Minimum Four years experience in similar capacity and in DCS based distillery.
25	Helper for Plant	Minimum High School	Exposure of Distillery
28	Evaporator Operator	Intermediate Science	Minimum Four years working experience in similar capacity plant and in DCS distillery.
	Condensate Treatment operator/shift	Intermediate Science	Minimum Four years working experience in similar capacity plant and in DCS distillery.
	Unskilled labours as per requirement.		



Note: The above list is only indicative. The actual requirement of man power (officers, supervisors, operators, maintenance staff etc.) may vary and the service provider may have to deploy additional man power required smooth operation / repair maintenance of the plant and machineries.

- 4.3 All persons engaged by the service provider directly or indirectly shall be employees of the service provider and it is obligatory on the part of the service provider to cover all their employees under Workman compensation act.
- 4.4 The service provider will be responsible for deduction and payment of EPF and any other statutory liabilities of all workers/staff and The Kisan Sahkari Chini Mills Ltd. Sathiaon will not be responsible for any monetary claim or payment to the service provider employees or statutory authorities under the Employees Provident Fund, Family Pension Fund or any other liabilities. Compliance of labour laws and rules will be the sole responsibility of the service provider.
- 4.5 Group insurance of the employees of the service provider will be responsibility of the service provider and Sathiaon Mill will not be responsible for any claim/compensation which may be made under the Workmen Compensation Act.
- 4.6 In the event of any accident/causality etc. of the employees of the service provider, the Kisan Sahkari Chini Mills Ltd, Sathiaon. will not be responsible and service provider will ensure all safety measures for its employees. In case any claim/compensation arises under Workman Compensation Act/ any other Act, the service provider will be responsible.
- 4.7 The Service provider will ensure that the age of their employees will not be less than 18 years in any case.
- 4.8 The service provider will withdraw/ replace those Employees, who are not performing the work to the satisfaction of the Sathiaon mill for their misconduct and for any other reason, as indicated by the mill in writing to the service provider, within 48 hours of the said communication. Any damage to the mill due to sabotage, theft by the employees of outsourcing firm will be the responsibility of the service provider.
- 4.9 In case due to shortage of manpower, some maintenance jobs are not likely to be completed in time, The Kisan Sahkari Chini Mills Ltd. Sathiaon will have the right to

out source the same to a third Service provider at the cost and risk of the service provider, without prejudice to other penal provisions against the service provider.

4.10 During continuance of the Agreement, the Service provider shall abide at all times by all existing enactments and rules made there under, regulations, notifications and by laws of the State or Central Government or authority and any other labour law (including rules), regulations, by laws that are applicable, the Service provider shall keep the Mill indemnified in case any action is taken against the Mill by the competent authority on account of contravention of any of the provisions of any Act or rules made under the regulation or notifications including amendments, if the sugar Mill is caused to pay or reimburse, such amounts as may be necessary to cause or observe, or for non-observance of the provisions stipulated in the notifications/by laws/Acts/Rules/regulations including amendments if any, due to any act or omission in the part of the Service provider, the Mill shall have the right to deduct money due to the service provider including his amount of performance security. The Sugar Mill shall have right to recover from the service provider or any sum required or estimated to be required for making good the loss or damages suffered by the Mill. The employees of the Service provider or any person employed for any work indicated in this agreement or indicated thereto, in no case shall be treated as the employees of the Mill at any point of time.

4.11 The service provider shall duly comply with the provisions of the Apprentices Act 1961 (III of 1961) the rules made there under and the orders that may be issued from time to time under said Act and the said rules and on his failure or neglect to do so the service provider shall be subject to all liabilities and penalties provided by the said Act and rules.

5.00 Accommodation

5.1 As per availability, accommodation for staff of the service provider will be made available free of cost by the The Kisan Sahkari Chini Mills Ltd., Distillery Unit Sathiaon (herein after referred to “The Distillery Unit Sathiaon, Azamgarh”).

5.2 The electricity for light / fan and water will be provided at cost by The Distillery Unit Sathiaon, Azamgarh. Their staff will not misuse the electricity and water..

5.3 All other arrangements like food etc will be made by the Service provider.

6 Damage to Machineries and Equipments:-

- 6.1 Any damage to machineries or equipments or any other property of the Distillery Unit Sathiaon, Azamgarh caused out of negligence by the service provider's officers/workmen shall be recoverable from the service provider. The decision of the General Manager, Sathiaon Mill in respect to the damage and the liability arising out of the damage caused, will be final and binding on the service provider. The service provider will be liable to either indemnify the loss or make good of the damage to the satisfaction of the Distillery Unit Sathiaon, Azamgarh as the case may be.
- 6.2 If any machinery/equipment is damaged or becomes inoperable which affects the warranty of the plant supplier i.e. ISGEC Heavy Engg. Ltd., and any financial loss is incurred to Sathiaon Mill. Such loss shall be recovered /Indemnified by the service provider.
- 7.0 Payment :
- 7.1 Payment for operation and maintenance shall be made on monthly basis. The service provider will submit the invoice for payment once in a month after completion of the previous month within the first week of the next month. The payment shall be released after work verification by distillery manager of the Distillery Unit Sathiaon, Azamgarh for satisfactory performance and after adjustment of security amount, TDS, mobilization advance and other deductions if any through DD or RTGS.
- 7.2 Service Tax will be paid on production of proof of Tax Deposited.
- 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 12 months of successful operations.
- 7.4 Bank Guarantee  
10% bank guarantee within 10 days of signing of agreement to be deposited by the bidder.
- 8 Performance Bank Guarantee:-
- 8.1 To secure the contractual obligations the service provider shall furnish an unconditional bank Guarantee for Rs.20.00 Lacs (Rs. Twenty lacs only) of any nationalized bank to the Distillery Unit Sathiaon, Azamgarh within 10 days of signing the agreement. This BG shall be valid for a period of Two months or 60 days after the actual date of end of the contract period. If service provider fails to submit the above said bank guarantee within stipulated period, the agreement will be terminated and EMD will be forfeited.  
In the event of breach of contract/failure to comply contractual obligations (completion of repairs works in time, inability to operate the plant etc.) then General Manager Sathiaon Chini Mills shall have the full rights to invoke the BG with the prior approval of Managing Director, U.P. Coop. Sugar Factories Federation Ltd. Lucknow.
- 9 Performance Parameters:-
- 9.1 During commissioning and before performance trial of the plant the service provider's personnel will work as per direction of the plant supplier's i.e. M/S ISGEC Heavy Engineering, NOIDA. The service provider shall be responsible for operation of all plant and machinery in conformation to the parameters given by the plant supplier.
- 9.2 After performance trial the service provider will be responsible for operation of the plant to obtain the performance parameters achieved in performance trial for capacities, efficiencies, power consumption, steam consumption, recovery and pollution control norms like water consumption, zero liquid discharge, emission standards etc.
- 9.3 The Service Provider has to run the plant successfully during the entire contract period maintain the standards of specifications of the product as under-
- i) Minimum 30 kilo litre per day of ENA production for each day is achieved. The plant should produce ENA of not less than 96% purity.

ii) Minimum 30 kilo litre per day of Ethanol production in case of Sathiaon, plant for each day is achieved. The plant should produce ethanol of not less than 99.9%.

10 Liquidated damages and Penalties:

10.1 Repair and Maintenance:

In case it is found that work is not being completed in time as per schedule given by Distillery Unit Sathiaon, Azamgarh, resulting in delay in start of the production, then penalty will be imposed @ of rupees 2.00 lacs per fortnight or maximum 5% of Total cost of Repair whichever is higher for every fortnight delay or part thereof.

10.2 If the service provider fails to arrange the manpower for operation at any station/staff for operational arrangement, due to which production then penalty will be imposed @ Rs Two Lakhs per fortnight or actual losses sustained by the distillery due loss of production whichever is higher.

11.0 Agreement

The Kisan Sahkari Chini Mills Ltd. Sathiaon 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

On satisfactory performance and completion of contract period, the contract for jobs mentioned in Scope of Work under Section-II condition of contract (CC) with the successful service provider may be extended further with updated mutually agreed upon performance parameters and terms and conditions.

13.0 Arbitration

In case of any dispute between the service provider and Distillery Unit Sathiaon, Azamgarh 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

Not withstanding 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 Sathiaon, Azamgarh does not require the whole or any part of the jobs described in tender document/agreement relating to Outsourcing of Technical staff and skilled, unskilled workers for operation and maintenance of equipments/machinery during year 2017-18 shut down repair and maintenance work of year 2017-18 for newly erected Distillery of 30 KLPD capacity with DCS based control system consisting of Fed batch fermentation, Multi-pressure distillation for wash to ENA, R.S. MSDH for anhydrous ethanol, Multiple effect evaporator for raw spent wash, spent wash fired high pressure boiler (12.0 TPH), 1.0 MW turbine, condensate and water treatment plants at

Sathiaon situated in District Azamgarh, Uttar Pradesh, the Distillery Unit Sathiaon, Azamgarh 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 outsourcing manpower. 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

Date.....

IFB No UPSUGARFED/Sathiaon/2017-18/505

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 Outsourcing of Technical staff and skilled, unskilled workers for operation and maintenance of various equipments/machinery during year 2017-18, repair and maintenance work of year 2017-18 for newly erected Distillery of 30 KLPD capacity with DCS based control system consisting of Fed batch fermentation, Multi-pressure distillation for wash to ENA, R.S. MSDH for anhydrous ethanol, Multiple effect evaporator for raw spent wash, spent wash fired high pressure boiler (12.0 TPH), 1.0 MW turbine, condensate and water treatment plants at Sathiaon situated in District Azamgarh, Uttar Pradesh. The particulars of our organization as required in technical bid and e-Bid security/EMD for Rs.5,00,000/- (Five Lacs 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 of .....20.....

-----

-

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 sending 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
	Excise Registration details	
	Service Tax Registration details	
	PAN Card details (attach self attested copy)	
	Income Tax details (Last 3 years IT clearance certificate to be enclosed)	
	Registration details with labour/PF commissioner	
	Last 3 years turn over and copy of balance sheet (Certified by Chartered Accountant)	
	Certificate of credit worthiness of rupees two crore as per prescribed format.	
	Details of work/Job Orders in hand/already executed, specified in eligibility criteria as under Section II(1) along with their performance certificates.	
	List regarding technical manpower and competent employees as per mentioned in clause 30.2 of Section (1-D) and under clause 2.0 of Section (II) of tender document.	
	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 also visited the factory at Sathiaon, Distt Azamgarh.

Signature of the Service provider  
Name of Firm  
Date.....  
Mobile no  
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 SCHEDULE/BOQ

SECTION IV(A): E-BID FORM

Date.....

IFB No UPSUGARFED/Sathiaon/2017-18/505

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 Outsourcing of Technical staff and skilled, unskilled workers for operation and maintenance of various equipments/machinery during year 2017-18, repair and maintenance work of year 2017-18 for newly erected Distillery of 30 KLPD capacity with DCS based control system consisting of Fed batch fermentation, Multi-pressure distillation for wash to ENA, R.S. MSDH for anhydrous ethanol, Multiple effect evaporator for raw spent wash, spent wash fired high pressure boiler (12.0 TPH), 1.0 MW turbine, condensate and water treatment plants at Sathiaon situated in District Azamgarh, Uttar Pradesh. The particulars of our organization as required in technical bid and e-Bid security/EMD for Rs.5,00,000/- (Five Lacs 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 of .....20.....

-----  
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	ise BoQ								
<p>Tender Inviting Authority: U.P. CO-operative Sugar Factories Federation LTd. Lucknow</p> <p>Name of Work: Outsourcing of Technical staff and skilled, unskilled workers for operation, repair and maintenance of equipments/machinery during financial year 2017-18 For Sathiaon Distillery, Dist (Azamgarh).</p> <p>Contract No: UPSUGARFED/Sathion/2017-18/505</p>											
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 15%;">Bidder Name :</td> <td colspan="5" style="height: 20px;"></td> </tr> </table>						Bidder Name :					
Bidder Name :											
<b>PRICE SCHEDULE</b> <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>											
Sl. No.	Particulars	Units	Quoted Rate (in Rupees) Inclusive of all Taxes and duties as applicable.	Total Amount With Tax	TOTAL AMOUNT In Words						
1	Description										
1.01	For Operation of distillery including ENA and Ethanol Plant during Financial year 2017-18 For production of Rectified Sprit, Extra Neutral Alcohol and Ethenol as per clause No-2.0 (Scope of work as per tender document) of Sathiaon Distillery Dist. Azamgarh	Per Month		0.00	INR Zero Only						
1.02	For Repair and Maintenance of distillery including ENA and Ethanol plant during Financial year 2017-18 For production of Rectified Sprit, Extra Neutral Alcohol and Ethenol as per clause No-2.0 (Scope of work as per tender document) of Sathiaon Distillery Dist. Azamgarh	Per Month		0.00	INR Zero Only						
Total in Figures				0.00	INR Zero Only						
Quoted Rate in Words											

## AGREEMENT FOR SUPPLY

THIS AGREEMENT MADE on the ----- at ----- between Kisan Sahakari Chini Mills Ltd., Sathiaon , Distt. Azamgarh, Uttar Pradesh – 276 406 hereinafter referred to as the ‘Distillery Unit Sathiaon, Azamgarh’ 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 Sathiaon, Azamgarh of the one part and ----- a 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 Sathiaon, Azamgarh’ in the meeting of the State Level Advisory Committee/High Power Committee, held on ----- for Outsourcing of Technical staff and skilled, unskilled workers for operation, repair and maintenance of equipments/machinery during financial year 2017-18 , for newly erected Distillery of 30 KLPD capacity with DCS based control system consisting of Fed batch fermentation, Multi-pressure distillation for wash to ENA, R.S. MSDH for anhydrous ethanol, Multiple effect evaporator for raw spent wash, spent wash fired high pressure boiler (12.0 TPH), 1.0 MW turbine, condensate and water treatment plants at The Kisan Sahakari Chini Mills Ltd. Distillery Unit Sathiaon , Azamgarh, Uttar Pradesh (herein after referred as Distillery Unit Sathiaon, Azamgarh) has been accepted by the Distillery Unit Sathiaon, Azamgarh and the Service Provider has been awarded the Letter of Intent No. ----- dated -----, according to specifications etc. given in Annexure I to V 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 outsourcing of Technical staff and skilled, unskilled workers for operation, repair and maintenance of equipments/machinery during financial year 2017-18 , for newly erected Distillery of 30 KLPD capacity with DCS based control system consisting of Fed batch fermentation, Multi-pressure distillation for wash to ENA, R.S. MSDH for anhydrous ethanol, Multiple effect evaporator for raw spent wash, spent wash fired high pressure boiler (12.0 TPH), 1.0 MW turbine, condensate and water treatment plants at The Kisan Sahakari Chini Mills Ltd. Distillery Unit Sathiaon , Azamgarh, 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 Sathiaon, Azamgarh fulfilling their obligation on time except under Force Majeure conditions.

NOW THEREFORE, the parties hereto have agreed on the following terms for outsourcing of Technical staff and skilled, unskilled workers for operation, repair and maintenance of equipments/machinery during financial year 2017-18 , for newly erected Distillery of 30 KLPD capacity with DCS based control system consisting of Fed batch fermentation, Multi-pressure distillation for wash to ENA, R.S. MSDH for anhydrous ethanol, Multiple effect evaporator for raw spent wash, spent wash fired high pressure boiler (12.0 TPH), 1.0 MW turbine, condensate and water treatment plants at The Kisan Sahakari Chini Mills Ltd. Distillery Unit Sathiaon , Azamgarh, Uttar Pradesh.

## 1.0 DEFINITION

- (a) Site: Site shall mean the location of distillery alongwith ENA with Ethanol.
- (b) Machinery and Equipment : The Machinery and Equipment shall mean the plant and machinery of concerned above distillery plant alongwith ENA with Ethanol.
- (c) Distillery Unit Sathiaon,Azamgarh: Distillery Unit Sathiaon,Azamgarh means The Kisan Sahakari Chini Mills Ltd., Sathiaon, Distt. Azamgarh, Uttar Pradesh – 276 403 and their representatives including U. P Cooperative Sugar Factories Federation Ltd. (UPCSFFL) and the legal successors in title to the Distillery Unit Sathiaon,Azamgarh but not (except with the consent of the Service Provider) any assignee of the Distillery Unit Sathiaon,Azamgarh.
- (d) Service Provider: Service Provider means -----, whose bid has been accepted by the Distillery Unit Sathiaon,Azamgarh 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 Outsourcing of Technical staff and skilled, unskilled workers for operation, repair and maintenance of equipments/machinery during financial year 2017-18 , for newly erected Distillery of 30 KLPD capacity with DCS based control system consisting of Fed batch fermentation, Multi-pressure distillation for wash to ENA, R.S. MSDH for anhydrous ethanol, Multiple effect evaporator for raw spent wash, spent wash fired high pressure boiler (12.0 TPH), 1.0 MW turbine, condensate and water treatment plants at The Kisan Sahakari Chini Mills Ltd. Distillery Unit Sathiaon , Azamgarh, Uttar Pradesh (according to terms and conditions etc. given in Annexure ----- forming part of this Agreement).
- (f) Bid: Bid means the Service Providers priced offer to the Distillery Unit Sathiaon, Azamgarh for Outsourcing of Technical staff and skilled, unskilled workers for operation, repair and maintenance of equipments/machinery during financial year 2017-18 , for newly erected Distillery of 30 KLPD capacity with DCS based control system consisting of Fed batch fermentation, Multi-pressure distillation for wash to ENA, R.S. MSDH for anhydrous ethanol, Multiple effect evaporator for raw spent wash, spent wash fired high pressure boiler (12.0 TPH), 1.0 MW turbine, condensate and water treatment plants at The Kisan Sahakari Chini Mills Ltd. Distillery Unit Sathiaon , Azamgarh, Uttar Pradesh.
- (g) KLPD: Kilo liters per day

## 2.0 SCOPE OF SERVICE IN TOTALITY

- 2.1 The Service Provider shall Outsource of Technical staff and skilled, unskilled workers for operation, repair and maintenance of equipments/machinery during financial year 2017-18 , for newly erected Distillery of 30 KLPD capacity with DCS based control system consisting of Fed batch fermentation, Multi-pressure distillation for wash to ENA, R.S. MSDH for anhydrous ethanol, Multiple effect evaporator for raw spent wash, spent wash fired high pressure boiler (12.0 TPH), 1.0 MW turbine, condensate and water treatment plants at The Kisan Sahakari Chini Mills Ltd. Distillery Unit Sathiaon , Azamgarh, Uttar Pradesh. The scope of work for smooth and fuel efficient operation and maintenance of the Plant will

involve all jobs required for operation of distillery from molasses receiving end to product storage, zero liquid discharge and ash shifting ends.

The overall scope of work is outlined below:-

## 2.2 Providing required staff /workmen for commissioning of the plants and Machineries.

The successful bidder (herein after called as “the service provider”) is required to provide trained staff and experienced skilled and unskilled workmen for smooth commissioning of all plant and machineries.( An indicative list of required manpower is given in Clause 4.2 of this agreement.

## 2.3 Operation of plants and machineries

The service provider will provide appropriate number of trained and experienced staff including engineers, chemists, operators, skilled and unskilled workmen to operate the fermentation, distillation of rectified spirit, MEE, MSDH based anhydrous alcohol plant. Condensate treatment plant, DM water and soft water plants, high pressure slop fired boiler, power turbine, D G set etc. having latest instrumentation and auto control system ( DCS )

## 2.4 Repair And Maintenance

Normal repair and maintenance of the plant and machineries during operation and during shut down shall be in the scope of the service provider for which all manpower and tools tackles shall be provided by the service provider during shut down of plant, dismantling of carriers chain, dismantling of plants, bagasse, elevators, return bagasse carrier, external and internal cleaning of boilers, cleaning of complete plants, scraping and washing in fermentation house shall be in scope of the service provider.

## 2.5 Cleaning operations

The service provider will provide staff and workmen(skilled and unskilled ) for cleaning operations ( CIP or Mechanical ) of all plants and machineries, heat exchange equipments, tanks, vessels and other utensils etc. during normal operations or during shutdowns. The required tools and tackles shall be arranged by the service provider.

Work related with cleaning and sweeping inside factory area, offices, public toilets, bagasse carrier and yard, boiler ash handling area, different houses, different drains in plant etc.

## 2.6 Laboratory work

Laboratory work e.g. Yeast Culture and Prorogation, Process control analysis, Raw material analysis, Quality Control analysis shall be under the scope of service provider however Raw material analysis, Quality control analysis and other analysis required for ascertain the



PROCESS EFFICIENCIES AND QUALITY OF RAW MATERIAL AND PRODUCT shall be under Distillery Manager. In case of difference of opinion the decision of Distillery Manager of Sathiaon Distillery will be final.

2.7 Handling of materials

Handling of store materials from the store to site or site to store like lubricants ,process chemicals, chemicals for cleaning etc., store consumables, HSD, spares etc. and bagasse / rice husk from storage point to firing point, shifting of boiler ash, garbage, sludge etc will be in the scope of the service provider.

2.8 Servicing of various equipments and machinery such as DG sets, turbo sets, turbines, DCS panels, compressors, electric panels, tube wells etc will be in the scope of service providers.

2.9 All the staff/employee deployed by the service provider to work inside the distillery campus shall be approved by the department of excise, Government of Uttar Pradesh in due accordance with the norms and procedures. It is the responsibility of service provider to make all the necessary information in this regard available to the said department and shall also pursue the matter regarding grant of approval from the department. A formal application in this regard shall be made by General Manager, Distillery unit Sathiaon, Azamgarh.

2.10 **Fire fighting and disaster management** The service provider will create a group with an incharge to handle the situation of fire and other disaster management as per prevailing rules and regulations.

2.11 NOC / consent to operate

The service provider shall operate the water / effluent treatment plant, air pollution system according to NGT/ CPCB/state pollution control board norms. Obtaining NOC / consent to operate shall also be in the scope of the service provider. However, the required fees will be deposited by the Distillery Unit Sathiaon, Azamgarh.

2.12 Period of work

Period of completion of contract will be from the date of commissioning till the end of financial year 2017-18 i.e. upto 31.03.2018.

The service provider shall deploy sufficient number of qualified and experienced operation and maintenance staff for smooth running and proper and timely maintenance of the plant and machineries. The service provider shall also deploy unskilled labours required for different

unskilled jobs e.g. fuel firing, ash shifting, cleaning operations, material shifting etc. If at any time during inspection by the Distillery Unit Sathiaon, Azamgarh it is noticed that any untrained personnel is employed, unfit for the particular job, the Distillery Unit Sathiaon, Azamgarh will notify the service provider to replace the employ with will be binding upon the service provider.

#### Distillery Unit Sathiaon, Azamgarh's responsibilities

- 3.1 Arrangement of molasses and required process chemicals etc, as per requirement of distillery
- 3.2 Procurement of all inputs like sulphuric acid, hydrochloric acid, WTP chemicals, cooling tower chemicals, process Chemicals, Consumables Store material, spare parts of machineries, lubricant, H.S.D., filters for engine etc.
- 3.3 Sale of all products and by-products.
- 3.4 All administrative Staff in Accounts Department, General Office/ distillery manager/ Chemist/ ware house/ Store /Purchase/Time Office and Security etc. shall be under Distillery Unit Sathiaon, Azamgarh's scope.

#### 4. Manpower:

- 4.1 The service provider shall deploy sufficient number of qualified and experienced operation and maintenance staff for smooth running and proper and timely maintenance of the plant and machineries. The service provider shall also deploy unskilled labours required for different unskilled jobs e.g. fuel firing, ash shifting, cleaning operations, material shifting etc.. If at any time during inspection by the Distillery Unit Sathiaon, Azamgarh it is noticed that any untrained personnel is employed, unfit for the particular job, the Distillery Unit Sathiaon, Azamgarh will notify the service provider to replace the employee which will be binding upon the service provider.
- 4.2 The service provider should have technically sound and well qualified experts and staff as per norms of Industry. Boiler Engineer, Boiler In charge, Waterman, Fireman should have the boiler operation certificate of concerned class issued by the Directorate of Boilers. An indicative list of technical personnel with respective qualification and experience:-

SNO	POST NAME	Qualification	Experience
1	Manager	D.I.F.A.T. / Chemical Engr.	Minimum Six years in reputed molasses based distillery.
2	Engineer Incharge	B.Tech. (Mech.)	Minimum Five years experience of similar plants.
3	Electrical Engineer	B.Tech. / Diploma (Elect.)	Minimum Two years for B.Tech and Five Years for Diploma holder in similar plant.
4	Instrument Engineer	Diploma in Electronic and Instrumentation	Five years experience in DCS operated distillery/chemical plant.
5			
6	Shift Chemist	DIFAT (NSI/VSI)	Minimum Three years experience of similar plants.
7	Quality Control In charge	DIFAT (NSI/VSI) in Alcohol Technology	Minimum Five years experience of similar plants.
8	Fitter/shift	I.T.I. fitter trade	Five years in similar plant
	Fitter Helper/shift	I.T.I. fitter trade	Fresher with industrial exposure
	Welder	I.T.I. Welder trade	Minimum Four years experience
9	Electrician/shift	I.T.I. Electrician trade	Minimum Five years experience in modern distillery with captive power
	Electrician helper/shift	I.T.I. Electrician trade	Fresher with industrial exposure
	Instrument Mechanic/shift	I.T.I. Instrument trade	Minimum Five years experience in DCS based distillery/chemical plant
	Instrument helper/shift	I.T.I. Instrument trade	Fresher with industrial exposure
10	Boiler operator/	1 <sup>st</sup> Class Boiler Competency certificate	Minimum Six years working experience in similar capacity, high press. boiler having

	shift	according to Indian boiler act.	DCS control system.
11	Fire Man/shift	Second class boiler competency certificate according to IBR act.	Minimum Three years working experience in similar capacity, high press. boiler having DCS control system.
12	Water attendant	Second class boiler competency certificate according to IBR act.	Minimum Three years working experience in similar capacity, high press. boiler having DCS control system.
13	D.M. Plant/Water treatment attendant	Intermediate Science /B.Sc.	Minimum Five years experience in operation of DM water plant.
15	Pump operator/ shift	I.T.I. Electric / fitter trade	Minimum Four years experience in similar capacity.
16	Switch board attendant/ shift	I.T.I. Electric trade	Minimum Five years experience in distillery/chem. plant with captive power plant.
17	Turbine/DG set operator	I.T.I. Electrical / Fitter trade	Minimum Five years experience in similar and DCS controlled turbine.
23	Distillation operator/shift	Intermediate science	5 years experience in multipressure RS/ENA/MSDH plant having DCS control system.
24	Fermentation operator/shift	Intermediate science	Minimum Four years experience in similar capacity and in DCS based distillery.
25	Helper for Plant	Minimum High School	Exposure of Distillery
28	Evaporator Operator	Intermediate Science	Minimum Four years working experience in similar capacity plant and in DCS distillery.
	Condensate	Intermediate Science	Minimum Four years working experience

	Treatment operator/shift		in similar capacity plant and in DCS distillery.
	Unskilled labours as per requirement.		

Note: The above list is only indicative. The actual requirement of manpower (officers, supervisors, operators, maintenance staff etc.) may vary and the service provider may have to deploy additional man power required smooth operation / repair maintenance of the plant and machineries.

- 4.3 All persons engaged by the service provider directly or indirectly shall be employees of the service provider and it is obligatory on the part or the service provider to cover all their employees under Workman compensation act.
- 4.4 The service provider will be responsible for deduction and payment of EPF and any other statutory liabilities of all workers/staff and The Kisan Sahakari Chini Mills Ltd. Sathiaon will not be responsible for any monetary claim or payment to the service provider employees or statutory authorities under the Employees Provident Fund, Family Pension Fund or any other liabilities. Compliance of labour laws and rules will be the sole responsibility of the service provider.
- 4.5 Group insurance of the employees of the service provider will be responsibility of the service provider and Sathiaon Mill will not be responsible for any claim/compensation which may be made under the Workmen Compensation Act.
- 4.6 In the event of any accident/causality etc. of the employees of the service provider, the Kisan Sahakari Chini Mills Ltd, Sathiaon. will not be responsible and service provider will ensure all safety measures for its employees. In case any claim/compensation arises under Workman Compensation Act/ any other Act, the service provider will be responsible.
- 4.7 The Service provider will ensure that the age of their employees will not be less than 18 years in any case.
- 4.8 The service provider will withdraw/ replace those Employees, who are not performing the work to the satisfaction of the Sathiaon mill for their misconduct and for any other reason, as indicated by the mill in writing to the service provider, within 48 hours of the said communication. Any damage to the mill due to sabotage, theft by the employees of outsourcing firm will be the responsibility of the service provider.

- 4.9 In case due to shortage of manpower, some maintenance jobs are not likely to be completed in time, The Kisan Sahakari Chini Mills Ltd. Sathiaon will have the right to outsource the same to a third Service provider at the cost and risk of the service provider, without prejudice to other penal provisions against the service provider.
- 4.10 During continuance of the Agreement, the Service provider shall abide at all times by all existing enactments and rules made there under, regulations, notifications and by laws of the State or Central Government or authority and any other labour law (including rules), regulations, by laws that are applicable, the Service provider shall keep the Mill indemnified in case any action is taken against the Mill by the competent authority on account of contravention of any of the provisions of any Act or rules made under the regulation or notifications including amendments, if the sugar Mill is caused to pay or reimburse, such amounts as may be necessary to cause or observe, or for non-observance of the provisions stipulated in the notifications/by laws/Acts/Rules/regulations including amendments if any, due to any act or omission in the part of the Service provider, the Mill shall have the right to deduct money due to the service provider including his amount of performance security. The Sugar Mill shall have right to recover from the service provider or any sum required or estimated to be required for making good the loss or damages suffered by the Mill. The employees of the Service provider or any person employed for any work indicated in this agreement or indicated thereto, in no case shall be treated as the employees of the Mill at any point of time.
- 4.11 The service provider shall duly comply with the provisions of the Apprentices Act 1961 (III of 1961) the rules made there under and the orders that may be issued from time to time under said Act and the said rules and on his failure or neglect to do so the service provider shall be subject to all liabilities and penalties provided by the said Act and rules.
- 5.00 Accommodation
- 5.1 As per availability, accommodation for staff of the service provider will be made available free of cost by the The Kisan Sahakari Chini Mills Ltd., Distillery Unit Sathiaon.
- 5.2 The electricity for light / fan and water will be provided at the cost of The Distillery Unit Sathiaon, Azamgarh. Their staff will not misuse the electricity and water.
- 5.3 All other arrangements for food etc will be made by the Service provider.
- 6 Damage to Machineries and Equipments:-
- 6.1 Any damage to machineries or equipments or any other property of the Distillery Unit Sathiaon, Azamgarh caused out of negligence by the service provider's

officers/workmen shall be recoverable from the service provider. The decision of the General Manager, Sathiaon Mill in respect to the damage and the liability arising out of the damage caused, will be final and binding on the service provider. The service provider will be liable to either indemnify the loss or make good of the damage to the satisfaction of the Distillery Unit Sathiaon, Azamgarh as the case may be.

6.2 If any machinery /equipment is damaged or become un operational which affects the warranty of the plant supplier i.e. ISGEC Heavy Engg. Ltd., and any financial loss is incurred to Sathiaon Mill. Such loss shall be recovered /Indemnified by the service provider.

7.0 Payment :

7.1 Payment for operation and maintenance shall be made on monthly basis. The service provider will submit the invoice for payment once in a month after completion of the previous month within the first week of the next month. The payment shall be released after work verification by distillery manager of the Distillery Unit Sathiaon, Azamgarh for satisfactory performance and after adjustment of security amount, TDS, mobilization advance and other deductions if any through DD or RTGS.

7.2 Service Tax will be paid on production of proof of Tax Deposited.

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 12 months of successful operations.

7.4 Bank Guarantee

10% bank guarantee within 10 days of signing of agreement to be deposited by the bidder.

8 Performance Bank Guarantee:-

8.1 To secure the contractual obligations the service provider shall furnish a unconditional bank Guarantee for Rs.20.00 Lacs (Rs. Twenty lacs only) of any nationalized bank to the Distillery Unit Sathiaon, Azamgarh within 10 days of signing the agreement. This BG shall be valid for a period of Two months or 60 days after the actual date of end of the contract period. If service provider fails to submit the above said bank guarantee within stipulated period, the agreement will be terminated and EMD will be forfeited.

In the event of breach of contract/failure to comply contractual obligations (completion of repairs works in time, inability to operate the plant etc.) then General Manager Sathiaon chini mill shall have the full rights to invoke the BG with the prior approval of MD, U.P. Coop. sugar factories federation ltd. Lucknow

Performance Parameters :-

9.1 During commissioning and before performance trial of the plant the service provider's personnel will work as per direction of the plant supplier's i.e. M/S ISGEC Heavy Engineering, NOIDA. The service provider shall be responsible for operation of all plant and machinery in conformation to the parameters given by the plant supplier.

9.2 After performance trial the service provider will be responsible for operation of the plant to obtain the performance parameters achieved in performance trial for capacities, efficiencies, power consumption, steam consumption, recovery and pollution control norms like water consumption, zero liquid discharge, emission standards etc..

9.3– The Service Provider has to run the plant successfully during the entire contract period maintain the standards of specifications of the product as under:-

- i. Minimum 30 kilo litre per day of ENA production for each day is achieved. The plant should produce ENA of not less than 96% purity.
- ii) Minimum 30 kilo litre per day of Ethanol production in case of Sathiaon plant for each day is achieved. The plant should produce ethanol of not less than 99.9%.

#### 10 Liquidated damages and Penalties:

##### 10.1 Repair and Maintenance:

In case it is found that work is not being completed in time as per schedule given by Distillery Unit Sathiaon, Azamgarh, resulting in delay in start of the production, then penalty will be imposed @ of rupees 2.00 lacs per fortnight or maximum 5% of Total Repair cost whichever is lower for every fortnight delay and part there off.

- 10.2 If the service provider fails to arrange the manpower for operation at any station/staff for operational arrangement, then the penalty of actual losses shall be imposed by Sathiaon Distillery.

#### EXTENSION OF CONTRACT

On satisfactory performance and completion of contract period, the contract for jobs mentioned in Scope of Work under Section-II condition of contract (CC) with the successful service provider may be extended further with updated mutually agreed upon performance parameters and terms and conditions.

##### 14.0 Arbitration

In case of any dispute between the service provider and Distillery Unit Sathiaon, Azamgarh 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.

##### 15.0 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.

##### 16.0 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 Sathiaon, Azamgarh does not require the whole or any part of the jobs described in tender document/agreement relating to Outsourcing of Technical staff and skilled, unskilled workers for operation and maintenance of equipments/machinery during year 2017-18 Shut down repair and maintenance work of year 2017-18 for newly erected Distillery of 30 KLPD capacity with DCS based control system consisting of Fed batch fermentation, Multi-pressure distillation for wash to ENA, R.S. MSDH for anhydrous ethanol, Multiple effect evaporator for raw spent wash, spent wash fired high pressure boiler (12.0 TPH), 1.0 MW turbine, condensate and water treatment plants at Sathiaon situated in



District Azamgarh, Uttar Pradesh, the Distillery Unit Sathiaon, Azamgarh 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 outsourcing man power.

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 landing 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 SATHIAON(AZAMGARH)

WITNESS: 1

WITNESS: 1