

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

Telephone: (0522) 2200183
(0522)2628310

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

Website: www.upsugarfed.org

COMPETITIVE e-bidding

FOR-

Short Term E-tender for outsourcing of Technical staff and skilled, unskilled workers for operation , repair and maintenance of all equipments/machinery during financial year 2021-22 i.e. upto 31.03.2022 for 30 KLPD capacity distilleries with DCS based control system consisting of Fed batch fermentation, forced circulation distillation for wash to R.S./MSDH for anhydrous ethanol on conversion cost basis, methane digester, multiple effect evaporator for methanated spent wash, bagasse/rice husk/bio-gas fired 10.0 TPH boiler, 0.8 MW gas generator, condensate and water treatment plants, cooling tower, bio-compostin, Obtaining Water and Air NOC/Consent from U.P.P.C.B. (as the case may be) etc.situated at Anoopshahr (Bulandshahr), Nanauta (Saharanpur), Sampurnanagar (Kheri), Nanpara (Bahraich), Ghosi (Mau) and Kaimganj (Farrukhabad).

e-bid REFERENCE : UPSUGARFED/101/GM(AT)Proj/36A

LAST DATE AND TIME FOR SUBMISSION OF E-Bids : 06/04/2021 up to 06:55 PM

DATE AND TIME OF OPENING OF ON LINE TECHNICAL e-Bids : 07/04/2021 at 11:00 AM

PLACE OF OPENING OF e-Bids : U.P. Co-operative Sugar Factories Federation Ltd.

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

e-Bid E.M.D : Rs.10,00,000/- for Each Distillery

This Document Contains -- 45 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/-+GST

INDEX

1	e-Tender Notice	03-04
2	Invitation of e-Bids	05-07
3	Section I- Instruction to Bidders	08
	(A) The e-Bid Document	08-09
	(B) Preparation of e-Bids	09-14
	(C) e-Bid Opening and Evaluation of e-Bid and Award of Contract	15-17
	Section II- Condition of E-Tender Contract (CC)	17
	Eligibility Criteria	17-18
	Scope of Work	19-26
	Payment	26-27
	Performance, Liquidated Damages, Extension of contract, Arbitration, Jurisdiction, Termination of contract.	27-37
4	Section III – e-Bid form	38-39
	Section III (B) – Capability Statement	39
	Section III – Affidavit in relation to E-Tender	40
	Section III (D) – Acceptance of E-Bid Document	41
	Section IV- Financial e-Bid	42
5	IV – BOQ	44

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

Telephone: (0522) 2200183
(0522)2628310

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

TENDER NOTICE

Ref no. UPSUGARFED/100/GM(AT)Proj/36A/2020-21

Dated : 26.03.2021

Short Term E-tender for outsourcing of Technical staff and skilled, unskilled workers for operation , repair and maintenance of all equipments/machinery during financial year 2021-22 i.e. upto 31.03.2022 for 30 KLPD capacity distilleries with DCS based control system consisting of Fed batch fermentation, forced circulation distillation for wash to R.S./MSDH for anhydrous ethanol on conversion cost basis, methane digester, multiple effect evaporator for methanated spent wash, bagasse/rice husk/bio-gas fired 10.0 TPH boiler, 0.8 MW gas generator, condensate and water treatment plants, cooling tower, bio-compostin, Obtaining Water and Air NOC/Consent from U.P.P.C.B. (as the case may be) etc. situated at Anoopshahr (Bulandshahr), Nanauta (Saharanpur), Sampurnanagar (Kheri), Nanpara (Bahraich), Ghosi (Mau) and Kaimganj (Farrukhabad).

Sl no.	PARTICULARS	DETAILS
1	Name of the Department	U.P. Cooperative Sugar Factories Federation Ltd. 9-A Rana Pratap Marg Lucknow. (herein after referred as "THE FEDERATION")
2	Procedure for obtaining bid document.	Tender documents can be downloaded from e-tender portal https://etender.up.nic.in or Federation's website www.upsugarfed.org
3	Cost of E-bid document / e-bid processing fee	Rs.5,000/ + GST (Rs. Five thousand plus GST only in the form of RTGS / NEFT/ NET BANKING 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.10,00,000/- (Rs. Ten Lacs only) for each Distillery in the form of RTGS / NEFT/ NET BANKING drawn on any Nationalised / Scheduled bank in favour of U.P. Cooperative Sugar Factories Federation Ltd. Payable at Lucknow.
5	E-bid publication Date	27/03/2021 Tender Document will be available on website www.upsugarfed.org from 27/03/2021 at 6.55PM
6	e-Bid submission start date & time.	27/03/2021 at 6:55 PM
7	e-Bid submission end date & time.	06/04/2021 up to 6:55 PM
8	Technical e-bid opening date & time	07/04/2021 at 11:00 AM
9	Financial e-bid opening date & time	08/04/2021 at 03:00 PM
10	Venue of opening of e-bid	U.P. Cooperative Sugar Factories Federation Ltd. 9A, Rana Pratap Marg. LUCKNOW

The details of submission of e-bids along with eligibility, date & time for opening of technical/Financial bids, E.M.D. experience and other terms & conditions will be available on e-tender portal <https://etender.up.nic.in> and Federation's website www.upsugarfed.org from

27/03/2021 at 6:55 PM to 06/04/2021 up to 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.

MANAGING DIRECTOR

INVITATION FOR e-Bids

On line Short Term E-Tender is invited from registered Firm/Contractor/companies for Outsourcing of Technical staff and skilled, unskilled workers for operation, repair and maintenance of all equipments/machinery during financial year 2021-22 i.e. upto 31.03.2022 for 30 KLPD capacity distilleries with DCS based control system consisting of Fed batch fermentation, forced circulation distillation for wash to R.S./MSDH for anhydrous ethanol on conversion cost basis , methane digester, multiple effect evaporator for methanated spent wash, bagasse/rice husk/bio-gas fired 10.0 TPH boiler, 0.8 MW gas generator, condensate and water treatment plants, cooling tower, bio-composting, Obtaining Water and Air NOC/Consent from U.P.P.C.B. (as the case may be) etc. situated at Anoopshahar (Bulandshahr), Nanauta (Saharanpur), Sampurnanagar (Kheri), Nanpara (Bahraich), Ghosi (Mau) and Kaimganj (Farrukhabad).

1. Bidders are advised to study the tender Document carefully. Submission of e-Bid against 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 of Section-I should be submitted through e-Procurement website <https://etender.up.nic.in>.
3. The tender document is available at e-Procurement website <https://etender.up.nic.in> or Federation's website www.upsugarfed.org from 27/03/2021 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 27/03/2021 at 6:55 PM at e-Procurement website https://etender.up.nic.in and Federation's website www.upsugarfed.org from where it can be downloaded.
(b)	Clarification start date & time	27/03/2021 since 6:55 PM
(c)	Clarification end date & time	06/04/2021 up to 6:55 PM
(d)	e-Bid submission start date & time	27/03/2021 from 6:55 PM
(e)	e-Bid submission end date & Time	06/04/2021 up to 6:55 PM
(f)	Online technical e-Bid opening date & time	07/04/2021 at 11:00 AM
(g)	On line financial e-Bid opening date & time	08/04/2021 at 3:00 PM
(h)	Venue of opening of technical & financial e-Bids	U.P. Co-operative Sugar Factories Federation Ltd. 9-A, Rana Pratap Marg Lucknow.
(i)	Contact officer	Mr. S.K.Ohri .GM(Project) 7880888890 Mr. A.K. Rai, Dy.M. (A.T.) 7880888825 Mr. Ankur Verma A.O.(P&F) 9450155435

(k)	Cost of e-Bid document / Tender Processing fee.	Rs.5,000/ + GST (Rs. Five thousand plus GST only in the form of RTGS/NEFT/ NET BANKING 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.10,00,000/- (Rs. Ten Lacs only) for Each Distillery in the form of RTGS / NEFT/ NET BANKING drawn on any Nationalised / Scheduled bank in favour of U.P. Cooperative Sugar Factories Federation Ltd. Payable at Lucknow.
(m)	Earnest Money	Earnest Money & Tender Fee Deposited in Favour of U.P. Coop. Sugar Factories Federation Ltd through RTGS/NEFT/NET BANKING. The Details are as under. Name of Benificary :- U.P.Coop. Sugar Factories Federation Ltd Bank Account No :- 53012823858 IFSC Code No :- SBIN0060284 Name of Bank Branch :- Vidhan Sabha Marg Lucknow.

4. The bidders need to submit proof of submission of the cost of e-bid/processing fee through RTGS / NEFT/ NET BANKING/ RTGS / NEFT/ NET BANKING in favor of U.P. Co-operative Sugar Factories Federation Ltd (herein after referred as UPSUGAR FED/Federation) payable at Lucknow. The scanned copy of the RTGS / NEFT/ NET BANKING/ RTGS / NEFT/ NET BANKING must be enclosed along with the e-Bids but the original RTGS / NEFT/ NET BANKING 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 RTGS / NEFT/ NET BANKING/ RTGS / NEFT/ NET BANKING, 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 RTGS / NEFT/ NET BANKING 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 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- IDIBOOL002
CBS code- 00527
Rs.6000/-

For E-Tendering Enquiry Please Contact Following Persons

01. Sri Vipul Srivastava - 7800001845

SECTION I : INSTRUCTIONS TO BIDDERS (ITB)
(A) THE E-BID DOCUMENT

1- Cost of e-Bid

- a) The bidder shall bear all costs associated with the preparation and submission of its e-Bid and U.P. Co-operative Sugar Factories Federation Ltd, Lucknow hereinafter, referred to as “the Federation”, will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the e-Bid process.
- b) This tender document is available on the web site <https://etender.up.nic.in> and www.upsugarfed.org to enable the bidders to view, download the e-Bid document and submit e-Bids online up to the last date and time mentioned in e-Tender notice/e-tender document against this e-Tender. The bidders shall have to pay e-Tender document fee as mentioned in the Tender Notice through RTGS/NEFT/ NET BANKING payable in favor of U.P. Co-operative Sugar Factories Federation Ltd, Lucknow. The scanned copy of the RTGS/ NEFT/ NET BANKING must be enclosed along with the e-Bid but the original RTGS/ NEFT/ NET BANKING should reach the Federation’s office before opening of the technical e-Bid. This e-tender document fee as mentioned in the Tender Notice will be non-refundable.

2- Contents of e-Bid Document

- 2.1 The scope of work; e-Bid procedure and contract terms and conditions etc are prescribed in the e-Bid document. The e-Bid document includes:

Invitation for e-Bid

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

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

3- Clarification of e-Bid Document

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

4. Amendment of e-Bid Document

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

(B) PREPARATION OF e-Bid

5 Language of e-Bid

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

6 Documents Constituting the e-Bid

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

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

- (i) Fee Details- Includes scanned copies of the RTGS / NEFT/ NET BANKINGS 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 notarized 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, repair and maintenance of all equipments/machinery during financial year 2021-22 upto 31.03.2022 for 30 KLPD capacity distilleries with DCS based control system consisting of Fed batch fermentation, forced circulation distillation for wash to R.S./MSDH for anhydrous ethanol on conversion cost basis, methane digester, multiple effect evaporator for methanated spent wash, bagasse/rice husk/bio-gas fired 10.0 TPH boiler, 0.8 MW gas generator, condensate and water treatment plants, cooling tower, bio-composting, and Obtaining Water and Air NOC/Consent from U.P.P.C.B. (as the case may be) etc. situated at Anoopshahr (Bulandshahr), Nanauta (Saharanpur), Sampurnanagar (Kheri), Nanpara (Bahraich), Ghosi (Mau) and Kaimganj (Farrukhabad).
- 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) Rs. 10 lakh for each distillery. If a bidder want to quote for more than one distillery, he has to deposit EMD Rs 10.00 lakh multiplied by no. of distilleries quoted.
- 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 RTGS / NEFT/ NET BANKING, in favor of The U.P. 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 RTGS/NEFT/ NET BANKING payable in favor 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 taken first into consideration. Normally One Bidder can undertake the contract order for maximum of Two Distilleries. However this may vary as per the Tender committee decision.
- 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 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/Agreement with the Distillery within 15 days from the date of Award/order Place.

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 RTGS / NEFT/ NET BANKING or any other accepted instrument which is to be physically sent in original before opening of technical e-Bid, should tally with the details available in the scanned copy and the data entered during e-Bid submission time otherwise the e-Bid submitted will not be accepted.
- 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 06/04/2021 up to 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 07/04/2021 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 08/04/2021 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 GST 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 of Distillery Unit within 15 days of the award of contract.

28- Prospective bidders are advised to visit the Distillery with prior intimation to the General Manager to access the actual status of Plant & Machinery and other Local Conditions before quoting the Price.

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

E-tender for outsourcing of Technical staff and skilled, unskilled workers for operation , repair and maintenance of all equipments/machinery during financial year 2021-22 i.e. upto 31.03.2022 for 30 KLPD capacity distilleries with DCS based control system consisting of Fed batch fermentation, forced circulation distillation for wash to R.S./MSDH for anhydrous ethanol on conversion cost basis, methane digester, multiple effect evaporator for methanated spent wash, bagasse/rice husk/bio-gas fired 10.0 TPH boiler, 0.8 MW gas generator, condensate and water treatment plants, cooling tower, bio-composting, Obtaining Water and Air NOC/Consent from U.P.P.C.B. (as the case may be) etc. situated at Anoopshahr (Bulandshahr), Nanauta (Saharanpur), Sampurmanagar (Kheri), Nanpara (Bahraich), Ghosi (Mau) and Kaimganj (Farrukhabad).

1- Eligibility criteria for the bidder

1.1 The bidder shall be a private / public limited company/ private or partnership firm.

1.2 The bidder must have experience of successful operation and maintenance of distillery having similar specification of plant & machinery as in cooperative distilleries in question for one year during the period of last three years or currently operating the distillery with satisfactory performance of purchaser. The bidder should have experience to achieve Zero

Liquid Discharge as per the norms of CPCB preferably by Bio Compost method. 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, boiler, bio-gas generator etc. for smooth, full capacity operation with efficiencies/ norms. Detail will be submitted in technical bid.
- 1.4 The companies/Firm should be registered with the competent authorities like labor commissioner/PF Commissioner etc. so as to meet all statutory/ obligatory, mandatory requirements under the applicable acts/rules.
- 1.5 The bidder should not have been blacklisted or engaged in Legal proceedings by any organization due to not satisfactory performance.
- 1.6 The bidder will have to submit copies of GST, PF Registration, PAN card and latest Income Tax Return in Technical Bid. (whichever 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 Minimum Turnover of Rs. 4.00 Crores (Rs. Four Crores only) in the **previous year/2020-21** or total Rs. 8.00 Crores (Rs. Eight crores only) in last consecutive three years.

1.9 Documents to be scanned and uploaded by Bidder with Technical Bid

- a. Documentary proof for successful operation and maintenance with manpower strength proof.
- b. E-bid Document Fees of Rs. 5,000/- + GST
- c. EMD of Rs. 10.00 lacs for each distillery.
- d. Authorization Letter
- e. Certificate of Total Turnover of Rs.4.00 crore in the **previous year/2020-21** or total turnover Rs. 8.00 crores in last three consecutive years.
- f. Audited Balance Sheet of last three years.
- g. Income Tax return of last three years.
- h. Copy of PAN card
- i. Copy of GST Certificate.
- j. Documentary proof of the status of the company along with names of Directors/Partners/Proprietor.
- k. Affidavit that bidder is not blacklisted (as attached with tender document)
- l. Certificate of credit worthiness of Rs. Two crores.
- m. Copy of PAN card
- n. Copy of GST registration/ TIN NO/ Central Excise Registration.
- o. Documentary proof of the Status of the company along with names of Directors/Partners/Proprietor.
- p. Affidavit by Bidder that he is not blacklisted (as attached with tender document).

Certificate of credit worthiness 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 up to the limit of Rs. (In word).

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

Date _____

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

Signature of Bank Manager
Manager ID No
Seal of Bank

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;

Outsourcing of Technical staff and skilled, unskilled workers for operation, repair and maintenance of all equipments/machinery during financial year 2021-22 i.e. up to 31.03.2022 for 30 KLPD capacity distilleries with DCS based control system consisting of Fed batch fermentation, forced circulation distillation for wash to R.S. and MSDH for anhydrous ethanol having methane digester, multiple effect evaporator for concentration of methanated spent wash, bagasse/rice husk/bio-gas fired 10.0 TPH boiler, 0.8 MW gas generator, condensate and water treatment plants, cooling tower, bio-composting for conversion cost basis and Obtaining Water and Air NOC/Consent from U.P.P.C.B. (as the case may be) etc. situated at Anoopshahar (Bulandshahr), Nanauta (Saharanpur), Sampurnanagar (Kheri), Nanpara (Bahraich), Ghosi (Mau) and Kaimganj (Farrukhabad).

The bidder will be responsible for operation & maintenance of every equipment and machinery of distillery to produced alcohol as per prevailing norms of NGT/PCBs during operation days and repair & maintenance of complete distillery and during annual closure. (July to September)

The scope of work is for smooth running of the distillery plant with full efficiency parameters - fuel consumption, plant capacity utilization, quality of the product and marketing of bio-compost as per norms laid down by Ministry of Agriculture of India, Government of India. Operation and maintenance of the distillery will involve all jobs required for operation of distillery from molasses receiving end to final product storage having zero liquid discharge as per norms and ash disposal.

The Transport of Press-mud from allied sugar mill to Bio compost yard of distillery and packing of bio compost in bags as per need will be in the scope of party.

1. Carrying out preventive maintenance activities of whole distillery plant including power generation, ETP, CPU, light up the boiler and other related works during operational days and shut down months.

2. Checking of all agreed quality parameters and to take necessary steps to ensure that production of rectified spirit is within agreed parameters.
3. Arrangement of all types of tools and tackles at its own level & shall be arranged by bidder.
4. Successful bidder will be responsible for all the damages of plant and machinery during operation and maintenance.
5. SUCCESSFUL BIDDER would be completely responsible for the safety of its employees and shall take all steps required under the laws or otherwise in this direction, U.P. Cooperative Sugar Factories Federation Ltd. concerned distillery/concerned factory shall not be responsible for any claim or compensation for the staff engaged by SUCCESSFUL BIDDER.
6. SUCCESSFUL BIDDER shall follow and comply with all statutory requirements pertains to the subject matter of procurement e.g. provident Fund, Factories Act, ESI and Minimum Wages Act etc.
7. Responsibility of maintenance of all equipment and accessories thereof required for operation of the plant will be of SUCCESSFUL BIDDER.
8. Performance parameter for distillery operation: - SUCCESSFUL BIDDER would be responsible to give following performance targets in respect of various main parameters :

S. N.	Performance parameters	Target
1	Total Targeted Spirit Production in Lacs B.L. (Minimum. per month.) on operating ethanol and R.S. plant simultaneously	7.50
	Total Targeted Ethanol Production in Lacs B.L. (Minimum. per month.) on operating ethanol plant separately	5.00
2	Water and Air pollution parameters	AS per NGT/UPPCB/CPCB norms
Note:- Successful bidder have all responsibility to maintain and provide data hosting and data transmission (Real time online data transmission) to UPPCB and CPCB and report to CDC on weekly basis during contract period.		

Note- If R.S. and Ethanol Production takes Place on different days separately in any Month then minimum-targeted quantity given above will be calculated on Pro-rata basis.

The other condition of 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 as an indicative list of required manpower is given in section 4.2 The plant performance should not be adversely affected due to shortage of manpower at any station. The bidder will provide station wise List of number of manpower indicating qualification, experience at the time of agreement to the distillery.
- 2.2 Operation of plants and machineries
The service provider will provide appropriate number of trained and experienced staff including engineers, chemists, technicians, electricians, fitters, operators, skilled and unskilled workers to operate the fed batch fermentation, forced circulation rectified spirit plant, MEE, MSDH based anhydrous alcohol plant, ENA (at Nanpara distillery),

Condensate treatment plant, DM water and soft water plants, bagasse/rice husk/bio-gas fired boiler, bio-gas generator, D G set, methane digester, lamella clarifier, shifting of press mud from allied sugar mill to bio-compost yard, bio-composting, analytical and culture work at distillery and ETP/Bio-composting lab., etc. having latest instrumentation and auto control system (DCS).

- 2.3 NOC of Fire, CGWA, PESO and Bio compost license from agriculture department will be obtained by Service Provider. However, the concerned fees will be deposited by the Distillery.
- 2.4 Online monitoring system data will be connected to CPCB/UPCB server regarding pollution control board norms.

2.3 Repair and Maintenance

Normal repair and maintenance of the plant and machineries during operational months and during shut down months/break down/CIP shall be in the scope of the service provider for which all manpower and tools tackles shall be provided by the service provider. Dismantling of carriers/chains, dismantling of plants, bagasse elevators, return bagasse carrier, external and internal cleaning of boiler, cleaning of complete plants, cleaning of MEE, scraping and washing in fermentation house etc. 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 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. shall be arranged by service provider.

2.5 Laboratory work

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

2.6 Handling of materials

Handling of store materials from the store to site or site to store, store to bio-composting site, store to methane digester site etc. 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, shifting of press mud/bio-compost etc. will be in the scope of the service provider. Material unloading at and placing it in store will be in the scope of service provider.

- 2.7 General/periodical servicing of various equipments and machineries such as DG sets, gas generator, DCS panels, compressors, electric panels , tube wells etc. will be in the scope of service provider.

- 2.8 All the staff/employee deployed by the service provider to work inside the distillery 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 available all the necessary information in this regard (Name of employee, Father's Name, Permanent

address, Qualification, Experience etc. all supported with relevant document copies) to the relevant department through distillery and shall also pursue the matter regarding grant/approval from the department. A formal application in this regard shall be made by General Manager, Distillery unit.

The service provider will submit the details of employees, as above, prior to deployment of them. If the distillery management is not satisfied with the work, behavior, conduct or any other activity of the person deployed, management may ask to remove the person and the service provider will have to replace with another employee within 48 hours.

2.9 Fire fighting and disaster management: The service provider will create a group with a in-charge 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, cooling towers, bio-composting etc. to obtain norms of Zero Liquid Discharge /air consent/water consent/Agriculture Ministry of India/any other related authority laid down by NGT/ CPCB/UPPCB. However, the required fees will be deposited by the Distillery Unit and follow up with concerned department /authority will be done by service provider.

2.11 Period of work

Period of completion of contract will be from the date of award of contract as in scope of work to 31.03.2022.

3.0 RERPONSIBILITIES

3.1 Distillery Management’s responsibilities

- 3.1.1 Arrangement of molasses and press-mud as per requirement will be made by distillery. Analysis of molasses TRS will be performed jointly.
- 3.1.2 For the bio-composting work, Bio-composting Machine, Loader, Pump-motor, Electricity, bags for filling the bio-compost will be provided by distillery to service provider.
- 3.1.3 Marketing of R.S., S.D.S., E.N.A. and Ethanol and Bio Compost.
- 3.1.4 All administrative Staff in Accounts, General Office/ Distillery Manager/ware house/ Store / Time Office and Security etc. shall be under Distillery Unit’s scope.
- 3.1.5 If the plant production is obstructed due to poor off take, want of Molasses, the service provider will not be responsible.
- 3.1.6 Till the commissioning of Bio-engine, the diesel requirement to run the D.G. set for operation of Distillery will be in the scope of Distillery Management. After commissioning of Bio-engine, if any problem occurs due to erection & commissioning Fault, then also diesel required to run the D.G. set will be in the scope of distillery and will be covered under guarantee period of erection Agreement.
- 3.1.7 Spares and materials for repair and maintenance of plant and machinery will be supplied by distillery.
- 3.1.8 Diesel & Lubricants required to run the Aerotriller, Loader, Windrows dressing will be in the scope of distillery.
- 3.1.9 If only Ethanol production takes place during routine shutdown period (July, August, September), then the diesel required to run the D.G. set will be in the scope of distillery.

3.2 The Service Provider’s Responsibilities

- 3.2.1 Arrangement of Fuel like Bagasse, Rice Husk, all process chemicals (Excluding Denaturant chemicals), Cotton, Resin etc. and lubricants as required for efficient operation of Distillery

- as per norms will be in party scope. The special chemicals required at Gas Scrubber to run the bio-engine will be as per requirement of original manufacturer of bio-engine.
- 3.2.2 After commissioning of Bio-engine, if Bio-engine stops due to operational fault then, the Diesel & Lubricants required to run the D.G. set for operation of distillery would be in the scope of service provider.
 - 3.2.3 If any irregularity is found in the inspection of NGT/C.P.C.B./U.P.P.C.B./Excise/Oil companies and any other regulatory authority, the service provider will be held responsible and any penalty imposed by them will be paid by service provider or deducted from his dues/ Payables/ Security Money/ EMD.
 - 3.2.4 The service provider will have to follow all labor rules.
 - 3.2.5 If any property of distillery, made available to the service provider, is lost due to theft or any other reason, controllable by the service provider, will be recovered from the payables of the service provider.
 - 3.2.6 Boiler ash will be disposed-off in the bio-composting yard or as designated Place.
 - 3.2.7 The Transport of Press-mud from allied sugar mill to Bio compost yard of distillery and packing of bio compost in bags as per need will be in the scope of service provider.
 - 3.2.8 The Daily Manufacturing Report will be prepared by service provider as directed by Distillery Manager/General Manager/Federation and duly verified by distillery Manager.
 - 3.2.9 To maintain the quality of bio-compost, required bio-culture will be arranged by the service provider.

4. Manpower:

- 4.1 The service provider shall deploy sufficient nos. of qualified and experienced (Qualification and experience document's photo copies to be submitted to distillery management and if needed originals of these shall be produced for examination purpose.) 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, it is noticed that any untrained personnel is employed, unfit for the particular job, the Distillery Unit will notify the service provider to replace the employ 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. An indicative list of technical personnel with respective qualification and experience is as below, if more man power is required for smooth, efficient running and repair and maintenance of distillery, the service provider is bound to deploy such required man power for which no extra payment will be paid :-

SNO	POST NAME	Qualification	Experience
1	Manager	D.I.F.A.T. / Chemical Engr.	Minimum Five years in reputed molasses based distillery.
2	Engineer Incharge	B.Tech./Diploma (Mech.)	Minimum Two/Three years experience of similar plants.
3	Electrical Engineer	B.Tech. / Diploma (Elect.)	Minimum Two years for B.Tech and Three Years for Diploma holder in similar plant.
4	Instrument Engineer	Diploma in Electronic and Intrumentation	Two years experience in DCS operated distillery/chemical plant.
5	Shift Chemist	DIFAT (NSI/VSI)	Minimum Two years experience of similar plants.
6	Lab I/C	B.Sc., M.Sc. with Chemistry/Bio-	Two/One Years of lab. Analysis preferably distillery analysis

		chemistry/Micro biology	experience.
7	Fitter	I.T.I. fitter trade	Two years in similar plant
	Fitter Helper	I.T.I. fitter trade/non Non I.T.I.	-- With Industrial experience
8	Welder	I.T.I. Welder trade	Minimum Two years experience
9	Electrician	I.T.I. Electrician trade	Minimum Two years experience in modern distillery with captive power
	Electrician helper	I.T.I. Electrician trade Non I.T.I.	-- With Industrial experience
	Instrument Mechanic	I.T.I. Instrument trade	Minimum Two years experience in DCS based distillery/chemical plant
	Instrument helper	I.T.I. Instrument trade Non I.T.I.	-- With Industrial experience
10	Boiler operator	1 st Class Boiler Competency certificate according to Indian boiler act.	Minimum Two years working experience in similar capacity boiler having DCS control system.
11	Fire Man	Second class boiler competency certificate according to IBR act.	Minimum Two years working experience in similar capacity boiler having DCS control system.
12	Water attendant	Second class boiler competency certificate according to IBR act.	Minimum Two years working experience in similar capacity boiler having DCS control system.
13	D.M. Plant/Water treatment attendant	Intermediate Science /B.Sc.	Minimum Two years experience in operation of DM water plant.
14	Pump operator	I.T.I. Electric / fitter trade	Minimum Two years experience in similar capacity.
15	Switch board attendant	I.T.I. Electric trade	Minimum Two years experience in distillery/chem. plant with captive power plant.
16	Bio-gas Turbine /DG Set operator	I.T.I. Electrical / Fitter trade	Minimum Two years experience in similar and DCS controlled turbine.
17	Distillation operator	Intermediate science	Two years experience in RS/ENA /MSDH plant having DCS control system.
18	Fermentation operator	Intermediate science	Minimum Two years experience in similar capacity and in DCS based distillery.
19	Helper for Plant	Minimum High School	Exposure of Distillery
20	Evaporator Operator	Intermediate Science	Minimum Two years working experience in similar capacity plant and in DCS distillery.

21	Condensate Treatment operator	Intermediate Science	Minimum Two years working experience in similar capacity plant and in DCS distillery.
22	Driver	10 th passed.	2 Years of Tractor driving.
	Unskilled labors 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 have to deploy additional man power required for 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 distillery unit 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 labor laws and rules will be the sole responsibility of the service provider. The service provider will provide proof of such payment.
- 4.5 Group insurance of the employees of the service provider will be responsibility of the service provider and distillery unit 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 distillery unit 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 and should be medically fit.
- 4.8 The service provider will withdraw/ replace those Employees, who are not performing the work to the satisfaction of the distillery management for their misconduct and for any other reason, as indicated by the distillery in writing to the service provider, within 48 hours of the said communication. Any damage to the distillery due to sabotage, theft by the employees of Service Provider will be the responsibility of the service provider. If at any time during inspection by the Distillery Management, it is noticed that any untrained personnel is employed who is unfit for the particular job, the Distillery Management will notify the service provider to replace the employee which will be binding upon the service provider and he will be replaced within 48 Hrs.
- 4.9 In case due to shortage or inefficient manpower, if work is delayed and not completed in time, the distillery unit 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 the 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 labor law (including rules), regulations, by-laws that are applicable, the Service provider shall keep the distillery indemnified in case any action is taken against the distillery 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 Distillery unit 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 Distillery shall have the right to deduct money from the service provider's dues/balances including his Security Money/EMD. The Distillery unit shall have the 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 Distillery unit. 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 Distillery unit 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 Distillery unit.

- 5.2 The electricity for light / fan will be provided on cost basis by the Distillery unit. Service provider staff will not miss use the electricity and water.

- 5.3 All other arrangements like food etc will be made by the Service provider/their employees.

6 Damage to Machineries and Equipments:-

- 6.1 Any damage to machineries or equipments or any other property of the Distillery unit caused out of negligence by the service provider's officers/workmen shall be recoverable from the service provider. The decision of the General Manager, Distillery unit 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 Management as the case may be.

- 6.2 If any machinery/equipment is damaged or becomes inoperable which affects the warranty of the plant/machinery/equipment, etc. and any financial loss is incurred to Distillery unit such loss shall be recovered /Indemnified by the service provider.

7.0 Payment:

- 7.1 Payment for operation and maintenance shall be made on Fortnightly basis. The payment will be made after verification of bills by Distillery Management as per other terms and condition of E-Tender.

- 7.2 Good Service Tax will be paid on production of proof of Tax Deposited for which such GST bills are to be provided by the service provider so that distillery can take credit of GST.

- 7.3 Security money 5% will be deducted from each Monthly Bill. This Deducted Security Money will be refunded after 3 months of successful completion of the contract.

- 7.4 EMD will be refunded after 6 months of successful completion of the contract.

- 7.5 If Monthly production of R.S. and Ethanol exceeds the minimum targeted Quantity given above, then the payment will be made on actual production.

- 7.6 If only Ethanol production takes place during routine shutdown period (July, August, September), then the payment will be made to service provider as per approved Rates.

8 Liquidated damages and Penalties:

- 8.1 If, monthly production of RS/ Ethanol is less than the targeted Quantity given above, then the penalty will be recovered from the party (Service Provider) equal to the less production multiplied by the 30% of conversion cost of RS/Ethanol per B.L.

- 8.2 If the distillery operation is obstructed due to any negligence, miss operation, shortage of man power etc. and the committed supply of product fails followed by any penalty etc. resulting in loss to distillery, the same will be recovered from service provider.

- 8.3 If any penalty is imposed on distillery by miss operation of ZLD system, Bio-composting, emissions from Boiler etc. by competent authority the same will be recovered from service provider.
- 8.4 Penalty imposed, if any, by excise department for less recovery or for any reason shall be recovered from the service provider.
- 8.5 Penalty imposed, if any, by state/ central pollution control board for non-conforming operation or for any other reason as directed by UPPCB/CPCB then such penalty shall be recovered from the service provider.
- 8.6 If any Penalty is imposed by oil companies for less production of Ethanol and reasons for less production under the Service provider responsibilities and scope of work, then the penalty will be recovered by service provider.
- 8.7 If production of R.S. and Ethanol is adversely affected due to shortage of Molasses and storage problem of alcohol, then the probable production quantity of R.S. and Ethanol will be calculated for such period and will be taken in consideration for calculation of penalty.

10.0 Agreement

The Distillery Unit and the service provider will enter into an Agreement **within 15 days of the award of contract.**

12.0 Arbitration

In Case of any dispute arising between the parties out of this agreement the same shall be referred to Arbitration by a sole Arbitrator. The Arbitration proceedings shall be conducted in due accordance with the provisions of THE ARBITRATION AND CONCILIATION ACT, 1996. The ARBITRAL AWARD PASSED shall be binding upon the both the parties. The seat of Arbitration shall be at LUCKNOW.

13.0 Jurisdiction

Notwithstanding anything in the above provisions, 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.

14.0 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 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 financial year 2021-22 i.e. upto 31.03.2022 shut down repair and maintenance work of financial year 2021-22 i.e. upto 31.03.2022 for Distillery of 30 KLPD capacity with DCS based control system consisting of Fed batch fermentation, forced circulation distillation for wash to R.S. and MSDH for anhydrous ethanol, Multiple effect evaporator for methanated spent wash, boiler (10.0 TPH), 0.8 MW bio-gas engine, condensate and water treatment plants, bio-composting, selling of finished bio-compost the distillery unit 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.

AGREEMENT PROFORMA

THIS AGREEMENT MADE on the ----- at ----- between Distillery Unit, The Kisan Sahkari Chini Mills Ltd.,-----, Distt. -----, Uttar Pradesh hereinafter referred to as the 'Distillery Unit -----, Distt -----' 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 -----, 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 -----' 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 -----, for Distillery of 30 KLPD capacity with DCS based control system consisting of Fed batch fermentation, Multi-pressure distillation for wash to ENA, R.S. and MSDH for anhydrous ethanol, Multiple effect evaporator for raw spent wash, spent wash fired high pressure boiler (10.0 TPH), 0.08 MW turbine, condensate and water treatment plants at The Kisan Sahakari Chini Mills Ltd. Distillery Unit -----, Uttar Pradesh (herein after referred as Distillery Unit -----) has been accepted by the Distillery Unit ----- 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 -----, for Distillery of 30 KLPD capacity with DCS based control system consisting of Fed batch fermentation, Multi-pressure distillation for wash to ENA, R.S. and 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 -----, 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 ----- 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 -----, 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. and 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 -----, Uttar Pradesh.

2.0 Scope of Work;

Outsourcing of Technical staff and skilled, unskilled workers for operation, repair and maintenance of all equipments/machinery during financial year 2021-22 i.e. up to 31.03.2022 for 30 KLPD capacity distilleries with DCS based control system consisting of Fed batch fermentation, forced circulation distillation for wash to R.S. and MSDH for anhydrous ethanol having methane digester, multiple effect evaporator for concentration of methanated spent wash, bagasse/rice husk/bio-gas fired 10.0 TPH boiler, 0.8 MW gas generator, condensate and water treatment plants, cooling tower, bio-composting for conversion cost basis and Obtaining Water and Air NOC/Consent from U.P.P.C.B. (as the case may be) etc. situated at Anoopshahar (Bulandshahr), Nanauta (Saharanpur), Sampurnanagar (Kheri), Nanpara (Bahraich), Ghosi (Mau) and Kaimganj (Farrukhabad).

The bidder will be responsible for operation & maintenance of every equipment and machinery of distillery to produced alcohol as per prevailing norms of NGT/PCBs during operation days and repair & maintenance of complete distillery and during annual closure. (July to September)

The scope of work is for smooth running of the distillery plant with full efficiency parameters - fuel consumption, plant capacity utilization, quality of the product and marketing of bio-compost as per norms laid down by Ministry of Agriculture of India, Government of India. Operation and maintenance of the distillery will involve all jobs required for operation of distillery from molasses receiving end to final product storage having zero liquid discharge as per norms and ash disposal.

The Transport of Press-mud from allied sugar mill to Bio compost yard of distillery and packing of bio compost in bags as per need will be in the scope of party.

9. Carrying out preventive maintenance activities of whole distillery plant including power generation, ETP, CPU, light up the boiler and other related works during operational days and shut down months.
10. Checking of all agreed quality parameters and to take necessary steps to ensure that production of rectified spirit is within agreed parameters.
11. Arrangement of all types of tools and tackles at its own level & shall be arranged by bidder.
12. Successful bidder will be responsible for all the damages of plant and machinery during operation and maintenance.
13. SUCCESSFUL BIDDER would be completely responsible for the safety of its employees and shall take all steps required under the laws or otherwise in this direction, U.P. Cooperative Sugar Factories Federation Ltd. concerned distillery/concerned factory shall not be responsible for any claim or compensation for the staff engaged by SUCCESSFUL BIDDER.
14. SUCCESSFUL BIDDER shall follow and comply with all statutory requirements pertains to the subject matter of procurement e.g. provident Fund, Factories Act, ESI and Minimum Wages Act etc.
15. Responsibility of maintenance of all equipment and accessories thereof required for operation of the plant will be of SUCCESSFUL BIDDER.
16. Performance parameter for distillery operation: - SUCCESSFUL BIDDER would be responsible to give following performance targets in respect of various main parameters :

S. N.	Performance parameters	Target
1	Total Targeted Spirit Production in Lacs B.L. (Minimum. per month.) on operating ethanol and R.S. plant simultaneously	7.50

	Total Targeted Ethanol Production in Lacs B.L. (Minimum. per month.) on operating ethanol plant separately	5.00
2	Water and Air pollution parameters	AS per NGT/U PPCB/CPCB norms
Note:- Successful bidder have all responsibility to maintain and provide data hosting and data transmission (Real time online data transmission) to U PPCB and CPCB and report to CDC on weekly basis during contract period.		

Note- If R.S. and Ethanol Production takes Place on different days separately in any Month then minimum-targeted quantity given above will be calculated on Pro-rata basis.

The other condition of 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 as an indicative list of required manpower is given in section 4.2 The plant performance should not be adversely affected due to shortage of manpower at any station. The bidder will provide station wise List of number of manpower indicating qualification, experience at the time of agreement to the distillery.
- 2.2 Operation of plants and machineries
The service provider will provide appropriate number of trained and experienced staff including engineers, chemists, technicians, electricians, fitters, operators, skilled and unskilled workers to operate the fed batch fermentation, forced circulation rectified spirit plant, MEE, MSDH based anhydrous alcohol plant, ENA (at Nanpara distillery), Condensate treatment plant, DM water and soft water plants, bagasse/rice husk/bio-gas fired boiler, bio-gas generator, D G set, methane digester, lamella clarifier, shifting of press mud from allied sugar mill to bio-compost yard, bio-composting, analytical and culture work at distillery and ETP/Bio-composting lab., etc. having latest instrumentation and auto control system (DCS).
- 2.3 NOC of Fire, CGWA, PESO and Bio compost license from agriculture department will be obtained by Service Provider. However, the concerned fees will be deposited by the Distillery.
- 2.4 Online monitoring system data will be connected to CPCB/UPCB server regarding pollution control board norms.
- 2.3 Repair and Maintenance**
Normal repair and maintenance of the plant and machineries during operational months and during shut down months/break down/CIP shall be in the scope of the service provider for which all manpower and tools tackles shall be provided by the service provider. Dismantling of carriers/chains, dismantling of plants, bagasse elevators, return bagasse carrier, external and internal cleaning of boiler, cleaning of complete plants, cleaning of MEE, scraping and washing in fermentation house etc. 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 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. shall be arranged by service provider.

2.5 Laboratory work

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

2.6 Handling of materials

Handling of store materials from the store to site or site to store, store to bio-composting site, store to methane digester site etc. 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, shifting of press mud/bio-compost etc. will be in the scope of the service provider. Material unloading at and placing it in store will be in the scope of service provider.

2.7 General/periodical servicing of various equipments and machineries such as DG sets, gas generator, DCS panels, compressors, electric panels, tube wells etc. will be in the scope of service provider.

2.8 All the staff/employee deployed by the service provider to work inside the distillery 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 available all the necessary information in this regard (Name of employee, Father's Name, Permanent address, Qualification, Experience etc. all supported with relevant document copies) to the relevant department through distillery and shall also pursue the matter regarding grant/approval from the department. A formal application in this regard shall be made by General Manager, Distillery unit.

The service provider will submit the details of employees, as above, prior to deployment of them. If the distillery management is not satisfied with the work, behavior, conduct or any other activity of the person deployed, management may ask to remove the person and the service provider will have to replace with another employee within 48 hours.

2.9 **Fire fighting and disaster management:** The service provider will create a group with an in-charge 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, cooling towers, bio-composting etc. to obtain norms of Zero Liquid Discharge /air consent/water consent/Agriculture Ministry of India/any other related authority laid down by NGT/ CPCB/UPPCB. However, the required fees will be deposited by the Distillery Unit and follow up with concerned department /authority will be done by service provider.

2.11 Period of work

Period of completion of contract will be from the date of award of contract as in scope of work to 31.03.2022.

3.0 RERPONSIBILITIES

3.1 Distillery Management's responsibilities

- 3.1.1 Arrangement of molasses and press-mud as per requirement will be made by distillery. Analysis of molasses TRS will be performed jointly.
- 3.1.2 For the bio-composting work, Bio-composting Machine, Loader, Pump-motor, Electricity, bags for filling the bio-compost will be provided by distillery to service provider.
- 3.1.3 Marketing of R.S., S.D.S., E.N.A. and Ethanol and Bio Compost.
- 3.1.4 All administrative Staff in Accounts, General Office/ Distillery Manager/ware house/ Store / Time Office and Security etc. shall be under Distillery Unit's scope.
- 3.1.5 If the plant production is obstructed due to poor off take, want of Molasses, the service provider will not be responsible.
- 3.1.6 Till the commissioning of Bio-engine, the diesel requirement to run the D.G. set for operation of Distillery will be in the scope of Distillery Management. After commissioning of Bio-engine, if any problem occurs due to erection & commissioning Fault, then also diesel required to run the D.G. set will be in the scope of distillery and will be covered under guarantee period of erection Agreement.
- 3.1.7 Spares and materials for repair and maintenance of plant and machinery will be supplied by distillery.
- 3.1.8 Diesel & Lubricants required to run the Aerotriller, Loader, Windrows dressing will be in the scope of distillery.
- 3.1.9 If only Ethanol production takes place during routine shutdown period (July, August, September), then the diesel required to run the D.G. set will be in the scope of distillery.

3.2 The Service Provider's Responsibilities

- 3.2.1 Arrangement of Fuel like Bagasse, Rice Husk, all process chemicals (Excluding Denaturant chemicals), Cotton, Resin etc. and lubricants as required for efficient operation of Distillery as per norms will be in party scope. The special chemicals required at Gas Scrubber to run the bio-engine will be as per requirement of original manufacturer of bio-engine.
- 3.2.2 After commissioning of Bio-engine, if Bio-engine stops due to operational fault then, the Diesel & Lubricants required to run the D.G. set for operation of distillery would be in the scope of service provider.
- 3.2.3 If any irregularity is found in the inspection of NGT/C.P.C.B./U.P.P.C.B./Excise/Oil companies and any other regulatory authority, the service provider will be held responsible and any penalty imposed by them will be paid by service provider or deducted from his dues/ Payables/ Security Money/ EMD.
- 3.2.4 The service provider will have to follow all labor rules.
- 3.2.5 If any property of distillery, made available to the service provider, is lost due to theft or any other reason, controllable by the service provider, will be recovered from the payables of the service provider.
- 3.2.6 Boiler ash will be disposed-off in the bio-composting yard or as designated Place.
- 3.2.7 The Transport of Press-mud from allied sugar mill to Bio compost yard of distillery and packing of bio compost in bags as per need will be in the scope of service provider.
- 3.2.8 The Daily Manufacturing Report will be prepared by service provider as directed by Distillery Manager/General Manager/Federation and duly verified by distillery Manager.
- 3.2.9 To maintain the quality of bio-compost, required bio-culture will be arranged by the service provider.

4. Manpower:

- 4.1 The service provider shall deploy sufficient nos. of qualified and experienced (Qualification and experience document's photo copies to be submitted to distillery management and if needed originals of these shall be produced for examination purpose.) 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, it is noticed that any untrained personnel is employed, unfit for the particular job, the Distillery Unit will notify the service provider to replace the employ 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. An indicative list of technical personnel with respective qualification and experience is as below, if more man power is required for smooth, efficient running and repair and maintenance of distillery, the service provider is bound to deploy such required man power for which no extra payment will be paid :-

SNO	POST NAME	Qualification	Experience
1	Manager	D.I.F.A.T. / Chemical Engr.	Minimum Five years in reputed molasses based distillery.
2	Engineer Incharge	B.Tech./Diploma (Mech.)	Minimum Two/Three years experience of similar plants.
3	Electrical Engineer	B.Tech. / Diploma (Elect.)	Minimum Two years for B.Tech and Three Years for Diploma holder in similar plant.
4	Instrument Engineer	Diploma in Electronic and Instrumentation	Two years experience in DCS operated distillery/chemical plant.
5	Shift Chemist	DIFAT (NSI/VSI)	Minimum Two years experience of similar plants.
6	Lab I/C	B.Sc., M.Sc. with Chemistry/Bio-chemistry/Micro biology	Two/One Years of lab. Analysis preferably distillery analysis experience.
7	Fitter	I.T.I. fitter trade	Two years in similar plant
	Fitter Helper	I.T.I. fitter trade/non Non I.T.I.	-- With Industrial experience
8	Welder	I.T.I. Welder trade	Minimum Two years experience
9	Electrician	I.T.I. Electrician trade	Minimum Two years experience in modern distillery with captive power
	Electrician helper	I.T.I. Electrician trade Non I.T.I.	-- With Industrial experience
	Instrument Mechanic	I.T.I. Instrument trade	Minimum Two years experience in DCS based distillery/chemical plant
	Instrument helper	I.T.I. Instrument trade Non I.T.I.	-- With Industrial experience
10	Boiler operator	1 st Class Boiler Competency certificate according to Indian boiler act.	Minimum Two years working experience in similar capacity boiler having DCS control system.
11	Fire Man	Second class boiler competency certificate according	Minimum Two years working experience in similar capacity boiler having DCS control system.

		to IBR act.	
12	Water attendant	Second class boiler competency certificate according to IBR act.	Minimum Two years working experience in similar capacity boiler having DCS control system.
13	D.M. Plant/Water treatment attendant	Intermediate Science /B.Sc.	Minimum Two years experience in operation of DM water plant.
14	Pump operator	I.T.I. Electric / fitter trade	Minimum Two years experience in similar capacity.
15	Switch board attendant	I.T.I. Electric trade	Minimum Two years experience in distillery/chem. plant with captive power plant.
16	Bio-gas Turbine /DG Set operator	I.T.I. Electrical / Fitter trade	Minimum Two years experience in similar and DCS controlled turbine.
17	Distillation operator	Intermediate science	Two years experience in RS/ENA /MSDH plant having DCS control system.
18	Fermentation operator	Intermediate science	Minimum Two years experience in similar capacity and in DCS based distillery.
19	Helper for Plant	Minimum High School	Exposure of Distillery
20	Evaporator Operator	Intermediate Science	Minimum Two years working experience in similar capacity plant and in DCS distillery.
21	Condensate Treatment operator	Intermediate Science	Minimum Two years working experience in similar capacity plant and in DCS distillery.
22	Driver	10 th passed.	2 Years of Tractor driving.
	Unskilled labors 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 have to deploy additional man power required for 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 distillery unit 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 labor laws and rules will be the sole responsibility of the service provider. The service provider will provide proof of such payment.

- 4.5 Group insurance of the employees of the service provider will be responsibility of the service provider and distillery unit 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 distillery unit 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 and should be medically fit.
- 4.8 The service provider will withdraw/ replace those Employees, who are not performing the work to the satisfaction of the distillery management for their misconduct and for any other reason, as indicated by the distillery in writing to the service provider, within 48 hours of the said communication. Any damage to the distillery due to sabotage, theft by the employees of Service Provider will be the responsibility of the service provider. If at any time during inspection by the Distillery Management, it is noticed that any untrained personnel is employed who is unfit for the particular job, the Distillery Management will notify the service provider to replace the employee which will be binding upon the service provider and he will be replaced within 48 Hrs.
- 4.9 In case due to shortage or inefficient manpower, if work is delayed and not completed in time, the distillery unit 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 the 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 labor law (including rules), regulations, by-laws that are applicable, the Service provider shall keep the distillery indemnified in case any action is taken against the distillery 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 Distillery unit 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 Distillery shall have the right to deduct money from the service provider's dues/balances including his Security Money/EMD. The Distillery unit shall have the 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 Distillery unit. 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 Distillery unit 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 Distillery unit.
- 5.2 The electricity for light / fan will be provided on cost basis by the Distillery unit. Service provider staff will not miss use the electricity and water.
- 5.3 All other arrangements like food etc will be made by the Service provider/their employees.

6 Damage to Machineries and Equipments:-

- 6.1 Any damage to machineries or equipments or any other property of the Distillery unit caused out of negligence by the service provider's officers/workmen shall be recoverable from the service provider. The decision of the General Manager, Distillery unit 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 Management as the case may be.
- 6.2 If any machinery/equipment is damaged or becomes inoperable which affects the warranty of the plant/machinery/equipment, etc. and any financial loss is incurred to Distillery unit such loss shall be recovered /Indemnified by the service provider.

7.0 Payment:

- 7.1 Payment for operation and maintenance shall be made on Fortnightly basis. The payment will be made after verification of bills by Distillery Management as per other terms and condition of E-Tender.
- 7.2 Good Service Tax will be paid on production of proof of Tax Deposited for which such GST bills are to be provided by the service provider so that distillery can take credit of GST.
- 7.3 Security money 5% will be deducted from each Monthly Bill. This Deducted Security Money will be refunded after 3 months of successful completion of the contract.
- 7.4 EMD will be refunded after 6 months of successful completion of the contract.
- 7.5 If Monthly production of R.S. and Ethanol exceeds the minimum targeted Quantity given above, then the payment will be made on actual production.
- 7.6 If only Ethanol production takes place during routine shutdown period (July, August, September), then the payment will be made to service provider as per approved Rates.

8 Liquidated damages and Penalties:

- 8.1 If, monthly production of RS/ Ethanol is less than the targeted Quantity given above, then the penalty will be recovered from the party (Service Provider) equal to the less production multiplied by the 30% of conversion cost of RS/Ethanol per B.L.
- 8.2 If the distillery operation is obstructed due to any negligence, miss operation, shortage of man power etc. and the committed supply of product fails followed by any penalty etc. resulting in loss to distillery, the same will be recovered from service provider.
- 8.3 If any penalty is imposed on distillery by miss operation of ZLD system, Bio-composting, emissions from Boiler etc. by competent authority the same will be recovered from service provider.
- 8.4 Penalty imposed, if any, by excise department for less recovery or for any reason shall be recovered from the service provider.
- 8.5 Penalty imposed, if any, by state/ central pollution control board for non-conforming operation or for any other reason as directed by UPPCB/CPCB then such penalty shall be recovered from the service provider.
- 8.6 If any Penalty is imposed by oil companies for less production of Ethanol and reasons for less production under the Service provider responsibilities and scope of work, then the penalty will be recovered by service provider.
- 8.7 If production of R.S. and Ethanol is adversely affected due to shortage of Molasses and storage problem of alcohol, then the probable production quantity of R.S. and Ethanol will be calculated for such period and will be taken in consideration for calculation of penalty.

10.0 Agreement

The Distillery Unit and the service provider will enter into an Agreement within 15 days of the award of contract.

12.0 Arbitration

In Case of any dispute arising between the parties out of this agreement the same shall be referred to Arbitration by a sole Arbitrator. The Arbitration proceedings shall be conducted in due accordance with the provisions of THE ARBIRATION AND CONCILLATION ACT, 1996. The ARBITRAL AWARD PASSED shall be biding upon the both the parties. The seat of Arbitration shall be at LUCKNOW.

13.0 Jurisdiction

Not withstanding anything in the above provisions, 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.

14.0 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 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 financial year 2021-22 i.e. upto 31.03.2022 shut down repair and maintenance work of financial year 2021-22 i.e. upto 31.03.2022 for Distillery of 30 KLPD capacity with DCS based control system consisting of Fed batch fermentation, forced circulation distillation for wash to R.S. and MSDH for anhydrous ethanol, Multiple effect evaporator for methanated spent wash, boiler (10.0 TPH), 0.8 MW bio-gas engine, condensate and water treatment plants, bio-composting, selling of finished bio-compost the distillery unit 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 WITNESS WHERE OF THE PARTIES HERE TO AFFIXED THEIR HAND AND SEALS ON THIS ___ DAY OF, ____, _____.

AUTHORISED SIGNATORY
SERVICE PROVIDER

AUTHORISED SIGNATORY
GENERAL MANAGER
DISTILLERY UNIT
KSCM LTD

WITNESS: 1

WITNESS: 1

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/101/GM(AT) Proj/36A

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 , repair and maintenance of all equipments/machinery during financial 2021-22 i.e. upto 31.03.2022 for 30 KLPD capacity distilleries with DCS based control system consisting of Fed batch fermentation, forced circulation distillation for wash to R.S./MSDH for anhydrous ethanol, methane digester, multiple effect evaporator for methanated spent wash, bagasse/rice husk/bio-gas fired 10.0 TPH boiler, 0.8 MW gas generator, condensate and water treatment plants, cooling tower, bio-composting,Obtaining Water and Air NOC/Consent from U.P.P.C.B. (as the case may be) etc. in Anoopshahr (Bulandshahr), Nanauta (Saharanpur), Sampurnanagar (Kheri), Nanpara (Bahraich), Ghosi (Mau) and Kaimganj (Farrukhabad) distilleries as per requirement of each and individual unit. The particulars of our organization as required in technical bid and e-Bid security/EMD for Rs.10,00,000/- (Ten Lacs Only) for each distillery in the form of RTGS / NEFT/ NET BANKING/RTGS / NEFT/ NET BANKING in favour of UP Co-operative Sugar Factories Federation Ltd. Payable at Lucknow is furnished with this e-Bid form.

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

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

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

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

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

Signature

(in the capacity of)

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

(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	
	e-bid EMD details (With Name of Distillery Applied)	
	Excise Registration details	
	GST 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 along with strength of manpower	
	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

Signature of the Service provider

Name of Firm

Date.....

Mobile no

Address

Section III-D

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

SECTION iv: FINANCIAL E-BID

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

SECTION IV(A): E-BID FORM

Date.....

IFB No UPSUGARFED/101/GM(AT) Proj/36A

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 all equipments/machinery during financial year 2021-22, repair and maintenance work of financial year 2021-22 for outsourcing of Technical staff and skilled, unskilled workers for operation , repair and maintenance of equipments/machinery during financial year 2021-22 i.e. upto 31.03.2022 for 30 KLPD capacity distilleries with DCS based control system consisting of Fed batch fermentation, forced circulation distillation for wash to R.S./MSDH for anhydrous ethanol, methane digester, multiple effect evaporator for methanated spent wash, bagasse/rice husk/bio-gas fired 10.0 TPH boiler, 0.8 MW gas generator, condensate and water treatment plants, cooling tower, bio-composting, Obtaining Water and Air NOC/Consent from U.P.P.C.B. (as the case may be) etc. in Anoopshahr (Bulandshahr), Nanauta (Saharanpur), Sampurnanagar (Kheri), Nanpara (Bahraich), Ghosi (Mau) and Kaimganj (Farrukhabad) distilleries as per requirement of each and individual unit. The particulars of our organization as required in technical bid and e-Bid security/EMD for Rs.10,00,000/- (Ten Lacs Only)for each distillery in the form of RTGS / NEFT/ NET BANKING/RTGS / NEFT/ NET BANKING in favour of UP Co-operative Sugar Factories Federation Ltd. Payable at Lucknow is furnished with this e-Bid form.

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

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

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

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

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

Signature

(in the capacity of)

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

Section IV-B : Financial e-Bid

Validate Print Help							
Tender Inviting Authority: U.P. Cooperative Sugar Factories Federation, Lucknow.							
Name of Work: Outsourcing operation and maintenance work of following distilleries as per Tender Document							
Contract No: UPSUGARFED/101/GM(AT) Proj/36A							
Bidder Name :							
PRICE SCHEDULE							
(This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only)							
NUMBER #	TEXT #	TEXT #	NUMBER #	NUMBER	NUMBER #	NUMBER #	TEXT #
Sl. No.	Item Description	Units Rs/ per B.L of R.S	Basic Price (In Rs)	GST (as applicable)	TOTAL AMOUNT Without Taxes	TOTAL AMOUNT With Taxes	Quoted Rate in Words
1	2	5	13	14	53	54	55
1	Name of Distillery						
1.01	Anoopshahar Distillery	JOB			0.0000	0.0000	INR Zero Only
1.02	Conversion Cost of R.S per litre(When RS and Ethnol Plant Are running simultaneously or only RS Plant running.)	Rs. Per B.L of R.S			0.0000	0.0000	INR Zero Only
1.03	Conversion cost of Ethnol per litre if only Ethnol Production is taking place from R.S.	Rs. Per B.L of Ethnol			0.0000	0.0000	INR Zero Only
1.04	Nanauta Distillery	JOB			0.0000	0.0000	INR Zero Only
1.05	Conversion Cost of R.S per litre(When RS and Ethnol Plant Are running simultaneously or only RS Plant running.)	Rs. Per B.L of R.S			0.0000	0.0000	INR Zero Only
1.06	Conversion cost of Ethnol per litre if only Ethnol Production is taking place from R.S.	Rs. Per B.L of Ethnol			0.0000	0.0000	INR Zero Only
1.07	Sampoornanagar Distillery	JOB			0.0000	0.0000	INR Zero Only
1.08	Conversion Cost of R.S per litre(When RS and Ethnol Plant Are running simultaneously or only RS Plant running.)	Rs. Per B.L of R.S			0.0000	0.0000	INR Zero Only
1.09	Conversion cost of Ethnol per litre if only Ethnol Production is taking place from R.S.	Rs. Per B.L of Ethnol			0.0000	0.0000	INR Zero Only
1.10	Nanpara Distillery	JOB			0.0000	0.0000	INR Zero Only
1.11	Conversion Cost of R.S per litre(When RS and Ethnol Plant Are running simultaneously or only RS Plant running.)	Rs. Per B.L of R.S			0.0000	0.0000	INR Zero Only
1.12	Conversion cost of Ethnol per litre if only Ethnol Production is taking place from R.S.	Rs. Per B.L of Ethnol			0.0000	0.0000	INR Zero Only
1.13	Ghosi Distillery	JOB			0.0000	0.0000	INR Zero Only
1.14	Conversion Cost of R.S per litre(When RS and Ethnol Plant Are running simultaneously or only RS Plant running.)	Rs. Per B.L of R.S			0.0000	0.0000	INR Zero Only
1.15	Conversion cost of Ethnol per litre if only Ethnol Production is taking place from R.S.	Rs. Per B.L of Ethnol			0.0000	0.0000	INR Zero Only
1.16	Kaimganj Distillery	JOB			0.0000	0.0000	INR Zero Only
1.17	Conversion Cost of R.S per litre(When RS and Ethnol Plant Are running simultaneously or only RS Plant running.)	Rs. Per B.L of R.S			0.0000	0.0000	INR Zero Only
1.18	Conversion cost of Ethnol per litre if only Ethnol Production is taking place from R.S.	Rs. Per B.L of Ethnol			0.0000	0.0000	INR Zero Only
Total in Figures					0.0000	0.0000	INR Zero Only
Quoted Rate in Words							

TO WHOM IT MAY CONCERN
AFFIDAVIT IN RELATION TO THE E-TENDER FOR DEBAR &
INTEGRITY PACT(IP)

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.

6- Party has been agreed, accepted and undertaken to use, practice and observe all the best, clean, ethical, honest and legal means and behavior maintaining complete transparency and fairness in all activities concerning Bidding, Contracting/Rate Contracting and performance thereto.

7. Party shall not use any corrupt practices including fraud, misrepresentation, misleading or forged/false documents, concealing/suppressing facts, undue pressures or influences from anyone (written or verbal/telephonic), bribery, rigging, cartelization, collusion, collusive bidding, cover bidding, Bid suppression and Market allocation

8. The party hereby agrees that he will not indulge in any such activity and will inform Managing Director, UP Cooperative Sugar Factories Federation Ltd/General Manager of relevant Sugar Mill if any such activity is on.

9. In case of failure or default in terms of this affidavit the officers of Federation/Public Authority will be subjected to actions prescribed under the relevant Servant Conduct Rules/Discipline and

Appeal Rules etc. including penal actions and prosecution, while the Supplier will bear any or a combination of following penalties:

- (a) Cancellation of Contract/Rate Contracts (RCs)
- (b) Cancellation of Registration
- (c) Forfeiture of all securities and performance Bank Guarantees
- (d) Refusal to grant Registration and contracts/RCs for further period of 3 (three) years
- (e) Suspension and/or banning the business dealings for period up to 3 (three) years
- (f) Any other administrative or penal actions as deemed fit.
- (g) Action under IPC/PC Act and other relevant laws of the country.

10. It has been further agreed that the actions as aforesaid except that at 4(g) above will not require any criminal conviction from any court of law or arbitration but will be based on 'No-contest' basis, upon satisfaction of the MD, UPCSFFL, who will be the competent authority to finally decide the matter on strength of such materials/evidence of default/breach of the terms under this IP.

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