बिड संख्या/Bid Number: GEM/2026/B/8090643
दिनांक /Dated: 28-09-2026

बिड दस्तावेज़ / Bid Document

बिड विवरण/Bid Details	
बिड बंद होने की तारीख/समय /Bid End Date/Time	29-10-2026 13:00:00
बिड खुलने की तारीख/समय /Bid Opening Date/Time	30-10-2026 13:00:00
बिड पेशकश वैधता (बंद होने की तारीख से)/Bid Offer Validity (From End Date)	180 (Days)
मंत्रालय/राज्य का नाम/Ministry/State Name	Uttar Pradesh
विभाग का नाम/Department Name	Cane Development (ganna Vikas Vibhag) Department Uttar Pradesh
संगठन का नाम/Organisation Name	U P State Sugar Corporation Ltd
कार्यालय का नाम/Office Name	Lucknow
शिकायत निवारण के संपर्क विवरण/ Contact details of Grievance redressal	HOD Email id :gm_sales@upsugcorp.in Buyer Email id: upssc.it@upsugcorp.in
वस्तु श्रेणी /Item Category	Revenue Based Services - H1 Evaluation - Land Lease
अनुबंध अवधि /Contract Period	1 Year(s)
बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का) /Minimum Average Annual Turnover of the bidder (For 3 Years)	2252 Lakh (s)
उन्हीं/समान सेवा के लिए अपेक्षित विगत अनुभव के वर्ष/Years of Past Experience Required for same/similar service	1 Year (s)
इसी तरह की सेवाओं का पिछला आवश्यक अनुभव है/Past Experience of Similar Services required	Yes
टर्नओवर पात्रता मानदंड/Turnover eligibility criteria	To be verified by the buyer at the time of technical evaluation
एमएसएमई के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है/MSE Relaxation for Years of Experience and Turnover	No
स्टार्टअप के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है /Startup Relaxation for Years of Experience and Turnover	No

बिड विवरण/**Bid Details**	
विक्रेता से मांगे गए दस्तावेज़/**Document required from seller**	Experience Criteria,Bidder Turnover,Certificate (Requested in ATC),Additional Doc 1 (Requested in ATC),Additional Doc 2 (Requested in ATC),Additional Doc 3 (Requested in ATC),Additional Doc 4 (Requested in ATC) *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer
क्या आप निविदाकारों द्वारा अपलोड किए गए दस्तावेज़ों को निविदा में भाग लेने वाले सभी निविदाकारों को दिखाना चाहते हैं? संदर्भ मेनू है/**Do you want to show documents uploaded by bidders to all bidders participated in bid?**	Yes (Documents submitted as part of a clarification or representation during the tender/bid process will also be displayed to other participated bidders after log in)
बिड लगाने की समय सीमा स्वतः नहीं बढ़ाने के लिए आवश्यक बिड की संख्या। / **Minimum number of bids required to disable automatic bid extension**	3
दिनों की संख्या, जिनके लिए बिड लगाने की समय-सीमा बढ़ाई जाएगी। / **Number of days for which Bid would be auto-extended**	7
ऑटो एक्सटेंशन अधिकतम कितनी बार किया जाना है। / **Number of Auto Extension count**	2
बिड का प्रकार/**Type of Bid**	Two Packet Bid
तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय /**Time allowed for Technical Clarifications during technical evaluation**	3 Days
न्यूनतम मूल्य/**Floor Price**	This bid has been created/published with floor price(minimum value) selected by the Buyer. Service Providers are advised to quote above the minimum floor value.
अनुमानित निविदा मूल्य (सभी करों सहित) भारतीय रुपये में / **Estimated Bid Value in INR (Inclusive of all taxes)**	56300000
Payment Timelines	Payments shall be made to the Seller within **45** days of issue of service delivery acceptance certificate (SDAC) and on-line submission of bills (This is in supersession of 10 days time as provided in clause 12 of GeM GTC)
मूल्यांकन पद्धति/**Evaluation Method**	Total value wise evaluation
मूल्य दर्शाने वाला वित्तीय दस्तावेज ब्रेकअप आवश्यक है / **Financial Document Indicating Price Breakup Required**	Yes

ईएमडी विवरण/**EMD Detail**

एडवाईजरी बैंक/Advisory Bank	State Bank of India

ईएमडी राशि/EMD Amount	2815000

ईपीबीजी विवरण /ePBG Detail

एडवाइजरी बैंक/Advisory Bank	State Bank of India
ईपीबीजी प्रतिशत (%)/ePBG Percentage(%)	5.00
ईपीबीजी की आवश्यक अवधि (माह) /Duration of ePBG required (Months).	12

(a). जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित केटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज़ प्रस्तुत करने है। एमएसई केटेगरी के अंतर्गत केवल वस्तुओं के लिए विनिर्माता तथा सेवाओं के लिए सेवा प्रदाता ईएमडी से छूट के पात्र हैं। व्यापारियों को इस नीति के दायरे से बाहर रखा गया है।/EMD EXEMPTION: The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category as per GeM GTC with the bid. Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD. Traders are excluded from the purview of this Policy.

(b).ईएमडी और संपादन जमानत राशि, जहां यह लागू होती है, लाभार्थी के पक्ष में होनी चाहिए। / EMD & Performance security should be in favour of Beneficiary, wherever it is applicable.

(c).ईएमडी और संपादन जमानत राशि लाभार्थी के पक्ष में होनी चाहिए। / Earnest Money Deposit (EMD) shall also be accepted by the buyer in the form of a surety bond.

लाभार्थी /Beneficiary :

Managing Director
Lucknow, Cane Development (Ganna Vikas Vibhag) Department Uttar Pradesh, U P State Sugar Corporation Ltd, (Up State Sugar Corporation Ltd)

UIN Number NCTGC2415P

बोली विभाजन लागू नहीं किया गया/Bid splitting not applied.

1. The minimum average annual financial turnover of the bidder during the last three years, ending on 31st March of the previous financial year, should be as indicated above in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the bidder is less than 3-year-old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.
2. Years of Past Experience required: The bidder must have experience for number of years as indicated above in bid document (ending month of March prior to the bid opening) of providing similar type of services to any Central / State Govt Organization / PSU. Copies of relevant contracts / orders to be uploaded along with bid in support of having provided services during each of the Financial year.
3. Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and for determining the Eligibility Criteria related to Turn Over, Past Performance and Project / Past Experience etc. This has no relevance or bearing on the price to be quoted by the bidders and is also not going to have any impact on bid participation. Also this is not going to be used as a criteria in determining reasonableness of quoted prices which would be determined by the buyer based on its own assessment of reasonableness and based on competitive prices received in Bid / RA process.
4. Past Experience of Similar Services: The bidder must have successfully executed/completed similar Services over the last three years i.e. the current financial year and the last three financial years(ending month of March prior to the bid opening): -
1. Three similar completed services costing not less than the amount equal to 40% (forty percent) of the estimated cost; or
2. Two similar completed services costing not less than the amount equal to 50% (fifty percent) of the estimated

cost; or
3. One similar completed service costing not less than the amount equal to 80% (eighty percent) of the estimated cost.

एक्सेल में अपलोड किए जाने की आवश्यकता /Excel Upload Required :

Financial Bid Details - 1790576201.xlsx

Pre Bid Detail(s)

मूल्य भिन्नता खंड दस्तावेज़/Pre-Bid Date and Time	प्री-बिड स्थान/Pre-Bid Venue
13-10-2026 11:00:00	U.P. State Sugar Corporation Limited. Vipin Khand, Gomti Nagar, Lucknow - 226010

Revenue Based Services - H1 Evaluation - Land Lease (1)

तकनीकी विशिष्टियाँ /Technical Specifications

विवरण/ Specification	मूल्य/ Values
कोर / Core	
Type of Activity	Land Lease
एडऑन /Addon(s)	

क्रेता द्वारा निर्धारित न्यूनतम मूल्य/Minimum Floor Price defined by Buyer

क्रेता द्वारा निर्धारित न्यूनतम मूल्य/Minimum Floor Price defined by Buyer	Yes

प्राचल/Parameter	मूल्य/Values
कोर / Core	56300000

अतिरिक्त विशिष्टि दस्तावेज़ /Additional Specification Documents

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परेषिती/रिपोर्टिंग अधिकारी /Consignees/Reporting Officer and Quantity

क्र.सं./S.No.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	Quantity	अतिरिक्त आवश्यकता /Additional Requirement
1	Rajendra Kumar Srivastava	226010,Vipin Khand, Gomti Nagar	Project / Lumpsum Based	N/A

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

1. **Generic**

   OPTION CLAUSE 50% : The buyer can increase or decrease the contract quantity or contract duration up to 50 percent at the time of issue of the contract. However, once the contract is issued, the contract quantity or contract duration can only be increased up to 50 percent. Bidders are bound to accept the revised quantity or duration.
   For lumpsum-based service contracts, the buyer may increase the scope of work and contract value up to 50 percent with the consent of the service provider

2. **Buyer Added Bid Specific ATC**

   Buyer uploaded ATC document Click here to view the file.

अस्वीकरण/Disclaimer

The Additional Terms and Conditions (ATC) have been incorporated by the Buyer after approval of their Competent Authority. The Buyer ,is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any restriction arising in the bidding process due to these ATCs and including the modification of technical specifications and / or terms and conditions governing the bid.All representations / grievances pertaining to the ATC clauses shall be raised with the buyer organization directly and not with GeM.If any of the clause(s) is/are incorporated by the Buyer regarding the following, the bid & resultant contract shall be treated as null & void. Further, GeM reserves the right, at its sole discretion, to cancel the bid forthwith, without issuance of any prior notice or intimation :-

1. Publishing Custom / BOQ bids for items for which regular GeM categories are available (unless such Custom / BOQ item is bunched with the major regular product Category Item).
2. Mandating procurement of / from specific Brand / Make / Model / Manufacturer / Dealer except in case of Single Bid / Proprietary Article Certificate (PAC) Buying.
3. Inclusion of disqualification criteria related to suspension of seller / service provider, where such suspension period has already expired.
4. Mandating submission of documents (other than EMD and signed Integrity Pact - which can be submitted within 5 days of bid opening) in physical form as a pre-requisite to qualify bidders.
5. Publishing bids on GeM for procurement of works.
6. Procurement of Goods by creating a Service bid on GeM & vice-versa.
7. Seeking sample with bid or approval of samples during bid evaluation process. However, trial / sample, as the case may be, shall be permitted in cases where trial / sample are allowed as per approved and published procurement policy of the Buyers’ controlling Ministry / Department / State / Public Sector Enterprises Headquarters. If there is any violation of trial / sample clause with regard to approved policy of the Buyers’ Ministry / Department / State / Public Sector Enterprises Headquarters, then this is to be determined and redressed by the concerned Buyer Organisation only.
8. Seeking experience from specific organization / department / institute only or from foreign / export experience.
9. Creating bid for items from incorrect categories.
10. Reference of conditions published on any external site or reference to external documents/clauses.
11. Asking for any Tender fee / Bid Participation fee, as the case may be.
12. Buyer added ATC Clauses which are in contravention of clauses defined in bid detail section, including specifications, EMD Detail, ePBG Detail and MII and MSE Purchase Preference sections of the bid, unless otherwise allowed by the applicable GeM GTC.
13. Any ATC clause in contravention with GeM GTC Clause 4 (xiii) (h) will be invalid. In case of multiple L1 bidders against a service bid, the buyer shall place the Contract by selection of a bidder amongst the L-1 bidders through a Random Algorithm executed by GeM system.
14. In a category based bid, adding additional items, through buyer added, additional scope of work/ additional terms and conditions/or any other document. If buyer needs more items along with the main item, the same must be added through bunching category based items or by bunching custom catalogues or bunching a BoQ with the main category based item, the same must not be done through ATC or Scope of Work.

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

All GeM Sellers/Service Providers shall ensure full compliance with all applicable labour laws, including the provisions, rules, schemes and guidelines under the four Labour Codes i.e. the Code on Wages, 2019; the Industrial Relations Code, 2020; the Occupational Safety, Health and Working Conditions Code, 2020; and the Code on Social Security, 2020 as and when notified and brought into force by the Government of India.

For all provisions of the Labour Codes that are pending operationalisation through rules, schemes or notifications, the corresponding provisions of the pre-existing labour enactments (such as The Minimum Wages Act, 1948, The Payment of Wages Act, 1936, The Payment of Bonus Act, 1965, The Equal Remuneration Act, 1976, The Payment of Gratuity Act, 1972, etc. and relevant State Rules) shall continue to remain applicable.

The Seller/ Service Providers shall, therefore, be responsible for ensuring compliance under:

- **All notified and enforceable provisions of the new Labour Codes as mentioned hereinabove; and**
- **All operative provisions of the erstwhile Labour Laws until their complete substitution.**

All obligations relating to wages, social security, safety, working conditions, industrial relations etc. and any other statutory requirements shall be strictly met by the Seller/ Service Provider. Any non-compliance shall constitute a breach of the contract and shall entitle the Buyer to take appropriate action in accordance with the contract and applicable law.

This Bid is governed by the General Terms and Conditions, conditions stipulated in Bid and Service Level Agreement specific to the Service, as the case may be, as provided in the Marketplace.

However, in case of Service, if any condition specified in General Terms and Conditions is contradicted by the conditions stipulated in Service Level Agreement specific to said Service, then it will over-ride the conditions in the General Terms and Conditions.

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

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

---धन्यवाद/Thank You---

U.P. STATE SUGAR CORPORATION LIMITED.
VIPIN KHAND, GOMTI NAGAR, LUCKNOW-226010

Email: upstatesugarcorporation@gmail.com **Website:** www.upsugcorp.in

COMPETITIVE GeM-Bid ding
FOR- Concession cum Lease of approximate 20 Acres of land of Chhata Sugar Company Limited, Chhata, Mathura, Uttar Pradesh-281401
FOR DEVELOPING MINIMUM 120 KLPD **GRAIN/MOLASSES BASED (DUAL MODE)** ETHANOL PLANT

GeM-Bid REFERENCE	: PC/SSC/PPP/CHATTA-2026/578
DATE AND TIME FOR Start of GeM-Bid s SUBMISSION	: As per GeM Bid Document
DATE OF PRGEM-BID MEETING	: As per GeM Bid Document
LAST DATE AND TIME FOR SUBMISSION OF GeM Bids	: As per GeM Bid Document
DATE AND TIME OF OPENING OF ON LINE TECHNICAL GeM-Bid s	: As per GeM Bid Document
DATE AND TIME OF OPENING OF ON LINE FINANCIAL GeM-Bid s	: As per GeM Bid Document
PLACE OF PREGEM-BID MEETING AND OPENING OF GeM-Bids	: U.P. State Sugar Corporation Limited. Vipin Khand, Gomti Nagar, Lucknow
ADDRESS FOR COMMUNICATION	: Managing Director U.P. State Sugar Corporation Limited. Vipin Khand, Gomti Nagar, Lucknow
GeM-Bid E.M.D	: As per GeM Bid Document

This Document Contains -- 72 Pages

It will be the responsibility of the e-Bidders to check GeM website https://gem.gov.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.

U.P. STATE SUGAR CORPORATION LIMITED.
VIPIN KHAND, GOMTI NAGAR, LUCKNOW-226010

Email: upstatesugarcorporation@gmail.com
Website: www.upsugcorp.in

GeM-Tender Notice

Ref no. PC/SSC/PPP/CHATTA-2026/578 Dated: 25/09/2026

GeM-Tender is invited from Company/ Proprietary Firm/Partnership Farm/Individuals /Trust/Society for of approximate 20 Acres of land of Chhata Sugar Company Limited, Chhata, Mathura,Uttar Pradesh-281401 for Developing a Grain/Molasses based(dual mode) MINIMUM 120 KLPD ETHANOL PLANT.

Sl No.	PARTICULARS	DETAILS
1	Name of the Department	U.P. State Sugar Corporation Limited. Vipin Khand, Gomti Nagar, Lucknow. (herein after referred as "THE CORPORATION")
2	Procedure for obtaining bid document.	Tender documents can be downloaded from GeM-tender portal https://gem.gov.in/ or Corporation's website www.upsugcorp.in
3	GeM-Bid EMD	**As per GeM Bid Document** through NEFT/RTGS to Name of Beneficiary: - UP STATE SUGAR CORPORATION LTD Bank Account No : - 521301011031002 IFSC Code No : - UBIN0558664 Name of Bank Branch: - U.P State Sugar Corporation Branch Lucknow-226010
4	GeM-Bid submission start date & time.	As per GeM Bid Document
5	Pre-GeM-Bid Meeting	As per GeM Bid Document
6	GeM-Bid submission end date & time.	As per GeM Bid Document
7	Technical GeM-Bid opening date & time	As per GeM Bid Document
8	Financial GeM-Bid opening date & time	As per GeM Bid Document
9	Venue of Pre-Bid meeting & opening of GeM-Bid	U.P. State Sugar Corporation Limited. Vipin Khand, Gomti Nagar.Lucknow-226010

GeM -Tender without E.M.D. shall be rejected. THE CORPORATION reserves the right to cancel any or all bids or the GeM-Bidding process without assigning any reason thereof. The decision of THE CORPORATION will be final & binding upon bidders

MANAGING DIRECTOR

INVITATION FOR GeM-Bid

On line GeM-Tender is invited from Company/ Proprietary Firm/Partnership Farm/Individuals /Trust/Society for Concession cum Lease Of Approximate 20 Acres of Land of Chhata Sugar Company Limited, Chatta, Mathura, Uttar Pradesh-281401 for Developing a Grain/Molasses based(dual mode) MINIMUM 120 KLPD ETHANOL PLANT

1. Bidders are advised to study the tender Document carefully. Submission of GeM-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 GeM-Bid prepared in accordance with the procedures enumerated in ITB Clause of Section-I should be submitted through GeM Portal https://gem.gov.in/.
3. Interested bidders may view, download the GeM-Bid document, seek clarification and submit their GeM-Bid online up to the date and time mentioned in the table below:

(a)	Date of publication of GeM-tender notice & availability of Tender Document	As per GeM Bid Document
(b)	GeM-Bid submission start date & time.	As per GeM Bid Document
(c)	Pre-Bid Meeting	As per GeM Bid Document
(d)	GeM-Bid submission end date & time.	As per GeM Bid Document
(e)	Technical GeM-Bid opening date & time	As per GeM Bid Document
(f)	Financial GeM-Bid opening date & time	As per GeM Bid Document
(g)	Venue of opening of technical & financial GeM-Bid s	U.P. State Sugar Corporation Limited. Vipin Khand, Gomti Nagar.Lucknow-226010.
(h)	GeM-Bid E.M.D	As per GeM Bid Document Deposited in Favour of U.P. State Sugar Corporation Limited. through RTGS/NEFT. The Details are as under. Name of Beneficiary: - UP STATE SUGAR CORPORATION LTD Bank Account No : - 521301011031002 IFSC Code No : - UBIN0558664 Name of Bank Branch: - U.P State Sugar Corporation Branch Lucknow-226010.
(i)	Contact officer	Prof. D Swain Director (Technical) : 9450127791 Mr. Sunil Bajpai (Chief Chemist) : 9935815015

4. All GeM-Bid must be accompanied by GeM-Bid Earnest Money Deposit (EMD) through RTGS/NEFT. The scanned copy of the GeM-Bid EMD must be submitted along with the

GeM-Bid. No Interest would be payable on GeM-Bid (Earnest Money) deposited with the Corporation.

5. The GeM-Bid s 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.

6. The Corporation reserves the right to cancel any or all the GeM-Bid s / annul the GeM-Bidding process without assigning any reason thereof. The decision of Corporation will be final and binding.

For GeM-Tendering Enquiry Please Contact Following Persons

01. Sri Rakesh Gupta - 9415759440
02. Sri Avneesh - 9956590013

SECTION I : INSTRUCTIONS TO BIDDERS (ITB)

(A) THE BID DOCUMENT

1- Cost of GeM-Bid

a) The bidder shall bear all costs associated with the preparation and submission of its GeM-Bid. U.P. State Sugar Corporation Limited., Lucknow hereinafter referred to as "The Corporation", will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the GeM-Bid process.

b) This tender document is available on GeM portal/ www.upsugcorp.in to enable the bidders to view, download the GeM-Bid document and submit GeM-Bid s online up to the last date and time mentioned in GeM-Tender notice/GeM-tender document against this GeM-tender.

2- Contents of GeM-Bid Document

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

Section I : Instruction to bidders (ITB);
Section II : Conditions of GeM-tender/contract (CC),
Section III : General Terms and Conditions
Section IV : Evaluation of Bid;

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

3- Clarification of GeM-Bid Document

A prospective bidder requiring any clarification of the GeM-Bid document may raise his/her point of clarification.

4. Amendment of GeM-Bid Document

4.1 At any time prior to the deadline for submission of GeM-Bid, the Corporation may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the GeM-Bid document by amendments. Such amendments shall be uploaded on the GeM website https://gem.gov.in/. And Corporation's web site www.upsugcorp.in through corrigendum and shall form an integral part of GeM-Bid document. The relevant clauses of the GeM-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://gem.gov.in/.and www.upsugcorp.in from time to time for any amendment in the GeM-tender document. In case of failure to get the amendments, if any, the Corporation shall not be responsible for it.

4.3 In order to allow prospective GeM-Bidders a reasonable time to take the amendment into account in preparing their GeM-Bids, the Corporation, at its discretion, may extend the deadline for the submission of GeM-Bids. Such extensions shall be uploaded on the GeM website and Corporation's web site.

(B) PREPARATION OF GeM-Bid

5 Language of GeM-Bid

5.1 The GeM-Bid prepared by the bidder, as well as all correspondence and documents relating to the GeM-Bid exchanged by the bidder and the Corporation 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 GeM-Bid.

6 Documents Constituting the GeM-Bid

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

6.1 Technical GeM-Bid - Technical GeM-Bid will comprise of

(i) Fee Details- Includes scanned copies of the NEFT/RTGS for GeM-Bid Earnest Money Deposit to be furnished in PDF format.

(ii) Qualification Details – Includes filled in capability statement form with required documents 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 GeM-Bid document.

(iii) GeM-Bid Form – Includes copy of filled in GeM-Bid Form as per Section-III of GeM-tender document in PDF format justifying that the bidder is complying with all the conditions of the Contract and Technical Specifications of the GeM-Bid Document as no deviation will be acceptable to the Corporation.

(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 GeM-Bid – Financial GeM-Bid will comprise of:

(i) GeM-Bid Form

Includes copy of the filled in GeM-Bid form as per section IV(A) of the GeM-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 GeM website for this GeM-tender.

7 GeM-Bid Price

7.1 Concession cum Lease of Approximate 20 Acres of Land of Chhata Sugar Company Limited, Chhata, Mathura, Uttar Pradesh-281401 for developing a Grain/Molasses based(dual mode) MINIMUM 120 KLPD ETHANOL PLANT

7.2 Prices quoted by the bidder shall remain firm and fixed throughout the contract period and shall not be subject to variation whatsoever.

8 GeM-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 GeM-Bid , documents establishing the bidder's qualification to perform the Contract if its GeM-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 GeM-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 GeM-Bid, documents establishing the conformity to the GeM-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 GeM-Bid Earnest Money Deposit (EMD)

11.1 Pursuant to ITB Clause 6, the bidder shall furnish, as part of its GeM-Bid , an GeM-Bid EMD as mentioned in Tender Notice in form of NEFT/RTGS, in favor of U.P. State Sugar Corporation Limited. Payable at Lucknow. The scanned copy of the GeM-Bid EMD must be submitted along with the technical GeM-Bid and the original should reach the Corporation's office at Lucknow before opening of technical GeM-Bid . No Interest will be paid on EMD.

11.2 The GeM-Bid E.M.D is required to protect the Corporation against the risk of bidder's conduct which would warrant the EMD's forfeiture.

11.3 The GeM-Bid E.M.D shall be in Indian Rupees and shall be in the following forms only: NEFT/RTGS payable to U.P. State Sugar Corporation Limited. Lucknow

11.4 Any GeM-Bid not secured in accordance with ITB Clauses 11.1 and 11.3 above shall be treated as non-responsive and rejected by the Corporation.

11.5 The name of the Bidder, Bid Prices etc.shall be announced at the meeting. The commercial Quotes of the highest Bidder shall be notified as H-1.The rates offered by the H-1 shall be first taken into consideration.

11.6 EMD of Unsuccessful bidder except H-1 and H-2 will be returned after execution of Agreement with H-1., upon the written request through RTGS/NEFT as promptly as possible after the expiration of the period of GeM-Bid validity prescribed by the Corporation, pursuant to ITB Clause 12.

11.7 The GeM-Bid E.M.D may be forfeited:
(a)if a bidder (i) withdraws its GeM-Bid during the period of GeM-Bid validity specified by the bidder on the GeM-Bid Form; or (ii) does not accept the correction of errors pursuant to ITB Clause 21.2; or (iii) modifies its GeM-Bid price during the period of GeM-Bid validity specified by the bidder on the GeM-Bid form or
(b) in case of a successful bidder, if the bidder fails:

(i) to sign the Contract or
(ii) to furnish performance Bank Guarantee

12 Period of Validity of GeM-Bid

12.1 GeM-Bid shall remain valid up to 120 days (which can be extended) after the date of GeM-Bid opening prescribed by the Corporation. An GeM-Bid valid for a shorter period shall be rejected by the Corporation as non-responsive.

12.2 In exceptional circumstances, the Corporation may solicit the bidder's consent to an extension of the period of GeM-Bid validity. The request and the response thereto shall be made in writing.

13 Format and Signing of GeM-Bid

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

13.2 The GeM-Bid document shall be digitally signed, at the time of uploading, by the bidder or a person or persons duly authorized to bind the bidder to the Contract. The letter of authorization shall be indicated by a scanned copy of written power-of-attorney accompanying the GeM-Bid. All the pages/ documents of the GeM-Bid which are to be uploaded shall be digitally signed by the person authorized to sign the GeM-Bid .

14. Submission of GeM-Bid

The Bid Submission module of GeM website https://gem.gov.in enables the bidders to submit the GeM-Bid online in response to this GeM-tender published by the Corporation. 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 GeM-tender. Bidders should start the Bid Submission process well in advance so that they can submit their GeM-Bid in time. The bidders should submit their GeM-Bid considering the server time displayed in the GeM website. This server time is the time by which the GeM-Bid submission activity will be allowed till the permissible time on the last/end date of submission indicated in the GeM-tender schedule. Once the GeM-Bid submission date and time is over, the bidders cannot submit their GeM-Bid . For delay in submission of GeM-Bid due to any reasons, the bidders shall only be held responsible.

15 Deadline for Submission of GeM-Bid

15.1 GeM-Bid (Technical and financial) must be submitted by the bidders at GeM website https://gem.gov.in/. Not later than time & the date as mentioned (as the server time displayed in the GeM website).

15.2 The Corporation may, at its discretion, extend this deadline for submission of GeM-Bid by amending the GeM-Bid document with all rights and obligations of the Corporation and bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

16 Late GeM-Bid

16.1 Once the GeM-Bid submission date and time is over, the bidder cannot submit his/her GeM-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 GeM-Bid is not submitted in time due to any of his/her problems/faults, for whatsoever reason, during GeM-Bid submission process.

17 Withdrawal and Resubmission of GeM-Bid

17.1 At any point of time, a bidder can withdraw his/her GeM-Bid submitted online before the bid submission end date and time.

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

17.3 No GeM-Bid can be withdrawn in the interval between the deadline for submission of GeM-Bid s and the expiration of period of GeM-Bid validity. Withdrawal of an GeM-Bid during this interval may result in the bidder's forfeiture of his/her GeM-Bid E.M.D/Security.

17.4 No GeM-Bid can be resubmitted subsequently after the deadline for submission of GeM-Bid s

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

18(A) Opening of Technical GeM-Bid by the Corporation

18.A-1 The Corporation will open all technical GeM-Bid s, in the presence of bidders' representatives who choose to attend at Mentioned date and Time U.P. State Sugar Corporation Limited. Vipin Khand, Gomti Nagar, Lucknow. The bidder's representatives who are present shall sign a register evidencing their attendance. In the event of the specified date of GeM-Bid opening being declared a holiday for the Corporation, the GeM-Bid s 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 GeM-Bid EMD and such other details as the Corporation 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 Corporation will prepare minutes of the GeM-Bid opening

18 A-4 Managing Director reserves the right to postpone the date and time of opening of Technical & Financial GeM-Bid in unavoidable circumstances and all the bidders will be informed.

18(B) **Opening of Financial GeM-Bid**

18 B-1 After evaluation of technical GeM-Bid , the Corporation shall notify those bidders whose technical GeM-Bid s were considered non-responsive to the Conditions of the Contract and not meeting the technical specifications and Qualification requirements indicating that their financial GeM-Bid s will not be opened. The Corporation will simultaneously notify the bidders, whose technical GeM-Bids were considered acceptable to the Corporation. The notification may be sent by letter or by e-mail or may be announced in the bid opening meeting itself.

B-2 The financial GeM-Bids of technically qualified bidders shall be opened 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 Corporation will prepare the minutes of the Financial GeM-Bid opening.

19 Clarification of GeM-Bid

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

20 **Evaluation of technical GeM-Bid and Evaluation Criteria**

The Corporation will examine the GeM-Bid to determine whether they are complete, whether they meet all the conditions of the Contract, whether required eligibility criteria and fee, GeM-Bid EMD and other required documents have been furnished, whether the documents have been properly digitally signed, and whether the GeM-Bids are generally in order. Any GeM-Bid or GeM-Bids not fulfilling these requirements shall be rejected. There will also be a technical bid evaluation for qualification.

21 Financial Evaluation and Comparison of GeM-Bid

21.1 The Corporation will evaluate and compare the financial bid quoted in the BOQ of GeM-Bid s of those bidders whose technical GeM-Bid s are found responsive as per the conditions of the GeM-tender and have been technically accepted by the Corporation.

21.2 If the Contractor does not accept the correction of errors if any, its GeM-Bid shall be rejected and its GeM-Bid EMD 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 GeM-Bid.

21.4 Bidder 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 Bidder's 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 after due approval from the authority. The commercial quotes of the highest Bidder as per criteria given in Tender Document shall be notified as H-1.

22. **Contacting the Corporation**

22.1 No bidder shall contact the Corporation on any matter relating to his/her GeM-Bid , from the time of the GeM-Bid opening to the time the Contract is awarded. If the bidder wishes to bring additional information to the notice of the Corporation, he/she can do so in writing.

22.2 Any effort by a bidder to influence the Corporation in its decisions on GeM-Bid evaluation, GeM-Bid comparison or contract award may result in rejection of the bidder's GeM-Bid.

(D) **AWARD OF CONTRACT**

23 Award Criteria

23.1 The Corporation will determine to its satisfaction whether the bidder(s) that is selected as having submitted the highest rate (H-1) evaluated responsive bid meets the criteria, and is qualified to perform the contract satisfactorily.

24 Corporation has all rights to accept any GeM-Bid and to reject any or all GeM-Bids

24.1 The Corporation reserves the right to accept or reject any or all GeM-Bids, or annul the GeM-Bid process without assigning any reason thereof any time prior to award of contract.

25- **Notification of Award**

25.1 The Corporation will notify the successful bidder by issuing letter of intent, that its GeM-Bid has been accepted. Normally it will be informed within 30 days after the approval by the competent authority.

25.2 The notification of award will constitute the formation of the Contract.

26- **Signing of Contract**

The successful bidder will sign contract agreement with the Officer authorized by the Managing Director, U.P. State Sugar Corporation Limited. Vipin Khand, Gomti Nagar, Lucknow within a week of the issue of LOI.

27- Prospective bidders are advised to visit the factory and site with prior intimation to U.P. State Sugar Corporation Limited, Uttar Pradesh. prior to submission of bid.

27.1 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 bidder's risk and may result in the rejection of the bid.

SECTION –II CONDITIONS OF GeM-TENDER CONTRACT(C. C)

Disclaimer and Important Notice

All information contained in this Tender Document or subsequently provided in writing to persons to whom this Tender Document has been issued, or otherwise, (the **"Bidder(s**)"), by or on behalf of U.P. State Sugar Corporation Limited. (UPSSCL)/ Chhata Sugar Company Limited, Chhata, Mathura, Uttar Pradesh (CSCL) or any of their employees (the **"Information"**), is provided to Bidder(s) on the terms and conditions set out in this Tender Document and also any other supplementary terms and conditions subject to which such Information is or may be provided.

This Tender Document or any of its contents are not an agreement to sell any securities or any of the businesses or assets which are held by UPSSCL/CSCL, or to enter into an agreement.
This Tender Document does not purport to contain all the information and data each Bidder and / or their advisors and / or their representatives may desire or require in reaching decisions as to their involvement to take over approximate 20 Acres of land of Chhata Sugar Company Limited, Chhata, Mathura, Uttar Pradesh-281401 FOR DEVELOPING a Grain/Molasses based(dual mode) MINIMUM 120 KLPD ETHANOL PLANT
On Concession cum Lease arrangement. Each Bidder should conduct of its own investigations and analysis and should check the accuracy, reliability and completeness of the information in this Tender Document and obtain independent advice from appropriate sources. Bidder(s) should form their own views as to what Information provided herein or separately is relevant to any decisions that they make and should make their own independent investigations in relation to any additional information that they may require.

This Tender Document may not be appropriate for all persons and it is not possible for UPSSCL, its employees to consider the investment objectives, financial situation and particular needs of each person who reads or uses this Tender Document.
The Information contained in this Tender Document or any other Information which may be provided to Bidder(s) is subject to change without notice. Further, it should not be assumed that there shall be no deviation or change in any information provided. UPSSCL may, in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the Information including the qualification process in this Tender Document.

While this Tender Document has been prepared in good faith, neither UPSSCL, nor its employees make any representation or warranty, expressed or implied, or accept any responsibility or liability, whatsoever, in respect of any statements or omissions herein, or the accuracy, completeness or reliability of information contained herein, and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this Tender Document, even if any loss or damage is caused by any act or omission on the part of UPSSCL or its employees, whether negligent or otherwise.

This Tender Document has not been filed, registered or approved in any jurisdiction. Recipients of this Tender Document resident in jurisdictions outside India as well as those residents in India should inform themselves of, and observe any applicable legal requirements.

UPSSCL reserves the right to reject any or all applications without giving any reasons. UPSSCL and its representatives will not entertain any claim for any expenses whatsoever.

Definitions

In this Tender Document, unless the context otherwise requires, the following terms and expressions shall have the meanings assigned to them herein;

“Accounting year” means any 12 month’s period usually followed by the Applicant or the members of the Consortium for the purpose of reporting its / their accounts;

“**Allied Industries**” means different industries that may work together in some way, usually by providing raw material or services to each other industries or being directly/indirectly dependant on Sugar Cane or Sugar industry (receiving goods or a service);

“Application” includes all the annexure to be submitted with Technical Bid (Clause 2.6, 2.7, 2.8) and Financial Bid (Clause 2.9.2);

“Application Due Date” means the date appointed as the last date for the submission of the Bid as laid down in Clause 2.11 of this Tender Document;

“Applicable Laws” means the laws of India and Uttar Pradesh as may be in force from time to time, whether in force by way of statutory enactments, rules, regulations, by-laws or otherwise.

“Application Validity Period” means, 270 days from the Application Due Date as mentioned in clause 3.11 of this Tender Document (including extensions of application validity date, if any);

“Bid Amount” means Amount offered in the Financial Bid by Bidder;

“Chapter” means chapter of Tender Document;

"**Clause or Clauses**" means clause or clauses of Tender Document;

“Commissioning Period” means the period of 18 months required for successful development of Ethanol Plant and start of commercial production;

“Confidential Information Memorandum” or “(CIM)” means the Confidential Information Memorandum as provided to the Bidders;

“Consortium” is a group of companies that have executed a Memorandum of Understanding to collectively participate in the process for selection of Developer for ethanol plantin approximately 20 acres of land of Chhata Sugar Company Ltd. and to collectively undertake and execute the transaction, if selected;

“Current Assets” means all current assets including Loans & Advances (excluding Cash and Bank Balances, which will not be transferred to Developer) **mentioned** in the Balance Sheet.;

“**Developer**” means a selected bidder who will develop a Grain/Molasses based(dual mode) Ethanol Plant under Concession cum Lease arrangement, which will essentially comprise of Ethanol Plant of minimum capacity of 120 KLPD for production of ethanol.

“Financial Proposal” means the Financial Proposal Application as per Annexure to be submitted by the bidder in pursuant to this Tender Document;

“Financial Year” refers to the 12 month period ending March 31, i.e. from April 1 to March 31;

“GoUP” means the Government of Uttar Pradesh;

“Indian Rupees”, **“Rupees”** or **“INR”** means the currency of India;

“Information” means all information contained in this Tender Document related to this transaction or subsequently provided to the Bidder(s), in documentary form, by or on behalf of UPSSCL or the authorized representatives of UPSSCL or any of authorized employees;

“**Intimation Date**” means the date on which the Selected Bidder is intimated about its selection, as per Tender Document;

“**Concession cum Lease Arrangement”** means an arrangement whereby the Developer undertakes to finance, develop, construct, maintain and operate a Grain/Molasses based(dual mode) Ethanol Plant and whereby Developer shall be entitled to run the Ethanol Plant during Lease Period. The Developer is required to transfer the Ethanol Plant to the UPSSCL as On-Going Concern after the expiry of the Lease Period without any consideration.

“Lease Deed” means a deed whereby UPSSCL leases approximately 20 acres of land of Chhata Sugar Company Ltd. Chhata, Mathura, UP, to the Successful Bidder who is permitted to develop a Grain/Molasses based(dual mode) minimum 120 KLPD ethanol Plant, to operate it maintain it the Project during Lease Period; and then transfer it to the Corporation at end of the lease period.

“Lease Period” means the period specified in the Lease Deed which includes extended period as mentioned in Renewal Lease Deed, if executed;

“Minimum Qualifying Net worth” means the Minimum net worth required for an Applicant to be eligible to submit Technical Proposal application as defined in Tender document;

“**Payment Due Date**” means the due dates on which the Successful Bidder will deposit One Time Amount in the form of NEFT/RTGS to UPSSCL;

“Prequalified Applicant(s)” means Applicants who are notified as being ‘qualified’ at the Technical Bid Stage on the basis, inter alia, of certain minimum prescribed criteria listed in Technical Bid (Enclosure-1);

“Project” means development of a Grain/Molasses based (dual mode) ethanol plant of minimum 120 KLPD capacity under Concession cum Lease arrangement.

“**PIM**” means Preliminary Information Memorandum as mentioned in Annexure 12 to this Tender Document;

“RBI” means Reserve Bank of India;

“SBI” means State Bank of India

“Shortlisted Applicant(s)/ Bidder(s)” means the Applicant(s) qualified at the Technical Bid stage;

“Signing Date” means the date on which the Lease Deed, Transfer of Possession over the Land and Assets Agreement and other documents is executed between UPSSCL and Successful Bidder after depositing Rs. 10.00 Crores as Security Deposit;

“Stake/Interest” means proposed shareholding percentages of the Consortium members in the Special Purpose Vehicle (“SPV”) to be formed for the purpose of the Transaction;

“Successful Bidder” means the Applicant/Bidder selected for transferring assets of the Mill on Concession cum Lease arrangement;

“Technical Proposal” means the Application submitted by Applicant/Bidder pursuant to Technical Bid in pursuant to this Tender Document;

“**Tender Document**” means ‘Tender document’, issued by UPSSCL to the interested bidders, together with its enclosures to provide information to the Bidders about the bidding procedure and process of transferring land of UPSSCL on Concession cum Lease Arrangements. Tender Document may be amended/ modified from time to time. Tender Document consists of Draft Lease Deed and Draft Transfer of Possession over the Land and Assets Agreement too;

“Transactions Documents” means all the documents which are to be executed to affect the transfer of assets on Concession cum Lease Arrangement, inclusive but not limited to the Lease Deed;

“Transfer Date” means the date on which assets of Mill of UPSSCL will be transferred to Successful Bidder;

“Land” means approximately 20 acres of land of Chatta Sugar Company Ltd, Chhata, Mathura, UP, which is to be transferred under Concession cum Lease arrangement;

“Union Government” means the Government of India;

“**UPSSCL**” means U.P. State Sugar Corporation Limited. Having its Registered Office at VIPIN KHAND, GOMTI NAGAR, LUCKNOW-226010 (Uttar Pradesh);

“Yearly Lease Rent” shall mean the yearly lease rent that will be paid by Developer to UPSSCL on yearly basis as per clause no. 3.1.7 of this Tender Document;

IMPORTANT INFORMATION

Bidder	The Bidder may be a Company or an individual or Proprietary Firm or a Partnership Firm or a Trust or a Society. A Consortium will not be allowed to be a Bidder.
Net Worth	Net worth not less than INR 50 Crores (Rs. Ten Crores) as per the last audited accounts for the Accounting year. (Clause 2.4.2)
Due Diligence facility	The Data Rooms have been established as per details provided in this Tender Document. Bidder(s) can start due diligence including site visits, Data Rooms visits, etc. after furnishing documents as per clause 2.18
Details of Land of Chatta Sugar Mill	Kindly refer Preliminary Information Memorandum (PIM).
Address for Correspondence and Clarifications	Managing Director, U.P. State Sugar Corporation Limited. VIPIN KHAND, GOMTI NAGAR, LUCKNOW-226010 Website – www.upsugcorp.in Email ID – upstatesugarcorporation@gmail.com

The Transaction Process

1. The Transfer under Concession cum Lease Arrangement

1.1 About the Process of Concession cum Lease

U.P. State Sugar Corporation Limited. (UPSSCL), vide its GeM Bid No.----- dated ------ invites proposals (Technical Bid and Financial Bid) through a competitive bidding process for transfer of approximate 20 Acres of land of Chhata Sugar Company Limited, Chatta, Mathura on "as is where is" basis via Concession cum Lease Arrangement for developing a Grain/Molasses based(dual mode) ethanol plant of minimum 120 KLPD capacity.

UPSSCL intends to transfer approximately 20 Acres of land of Chhata Sugar Company Limited, Chatta, Mathura, UP, on "as is where is" basis for developing an Ethanol Plant for production of ethanol from Grain/Molasses (Dual Mode), on Concession cum Lease Arrangement. The Developer will commission the Ethanol Plant as per the Detailed Project Report (DPR) submitted by the Developer within 18 months of execution of Lease Deed and will operate it during the entire Lease Period.

The Concession cum Lease shall be offered for a period of thirty years (30) from the date of the award, at the end of which the Land with all assets on the land shall be transferred to the UPSSCL as On-Going Concern. If the operation of Ethanol Plant and the Concession cum Lease arrangement is found satisfactory, UPSSCL after getting approval of UP Government, may, extend the period of Lease for further period of 30 years and then again for 30 years on the terms and conditions which will be decided at that time after completion of lease period, taking into consideration the prevailing land value and the lease rate. In case of such extension of period of lease, Renewal Lease Deed shall be executed between UPSSCL and Developer.

The Land will be transferred to the Successful Bidder at the highest Bid Price. The Reserve Price for different financial bid parameters shall be as follows:

i. Annual Lease Rent : Minimum ₹ 1.67 Crores
ii. Revenue Sharing per liter of produceable ethanol : Minimum ₹ 1.00 per liter
iii. Annual Revenue Sharing : Minimum ₹ 3.96 Crores
(Considering minimum 120 KLPD production per day and minimum 330 days operationin a year)

Note: Produceable Ethanol will be calculated based on licensed KLPD x 330 days of operation in a year.

The cost of the trees, that exists as on the day of transfer (as will be estimated by the concerned Dept. Government of UP) shall be paid by the Successful Bidder to the UPSSCL as per the terms and conditions mentioned in this tender document.

The Ethanol Plant developed and operated with all the assets (as on Lease Period end day) will be transferred back to UPSSCL at the end of the lease term as On-Going Concern in the event the Lease Deed is not renewed for a further period.

Hence, UPSSCL wishes to invite Technical Bid and Financial Bid for transfer of approximate 20 Acres of land of Chhata Sugar Company Limited, Chhata, Mathura on "as is where is" basis, details of which are mentioned in the Annexure (PIM) via Concession cum Lease Arrangement (without UPSSCL creating and/or conferring any rights or expectations whatsoever on those so invited and UPSSCL hereby disclaims all such rights and expectations, if any) subject to the terms and conditions contained in Lease Deed, Transfer of Possession over the Land and Assets Agreement and other relevant documents referred to herein.

UPSSCL proposes to transfer all the assets of approximate 20 Acres of land of Chhata Sugar Company Limited, Chatta, Mathura on Concession cum Lease Arrangement on "as is where is" basis as per the report of the DM, Mathura District to the Successful Bidder who would be expected to develop the Land into a Grain/Molasses based (dual mode) Ethanol Plant within a period of 18 months.

1.2 The Advertisement

This Tender Document is released with the formats of Technical Bid, Statement of Legal Capacity, and along with other supporting documents pursuant to the Advertisement by UPSSCL on GeM Portal.

The Applications shall be addressed to and at the following address:

Managing Director,
U.P. State Sugar Corporation Limited.
VIPIN KHAND, GOMTI NAGAR, LUCKNOW-226010
Website – www.upsugcorp.in
Email ID – upstatesugarcorporation@gmail.com

1.3 The Process

Post the submission of the Technical Bid, UPSSCL will evaluate the Applications/Bids based on technical and financial parameters described in this Technical Bid and will prepare a list of short-listed Applicants. These shortlisted Applicants will be considered eligible for Financial Bid stage.

The Data Rooms have been established as per details provided in this Tender Document. Applicants can start due diligence including site visits, Data Rooms visits, etc. after furnishing following documents,

1. Confidentiality Agreement as per Annexure-11;
2. Authorization Letter as per Annexure-14;
3. Eligibility/Qualification certificate from Statutory Auditors/Chartered Accountant certifying the Net worth of the Applicant evidencing that the Applicant possess the eligibility criteria as mentioned in Clause 2.4.2 of this Tender Document;

It shall be noted that permission to carry out due diligence should not be construed as qualifying at the Technical Bid stage. Due diligence can be done upto 10th day of Advertisement.

1.4 Time Schedule

The indicative timeline is as follows:

Activity	Estimated Date

Activity	Estimated Date
Publication of Advertisement for inviting tenders through competitive bidding process.	As per GeM Bid
Issue of Tender document along with Draft Lease Deed and Draft Transfer of Possession over the Land and Assets Agreement to the interested Applicants/Bidders.	As per GeM Bid
Pre-Bid Meeting	As per GeM Bid
Last Date for submission of Technical Bid and Financial Bid	As per GeM Bid
Opening of Technical Bid	As per GeM Bid
Declaration of Shortlisted Applicants/Bidders	As per GeM Bid Document
Opening of Financial Bids of Shortlisted Applicants/Bidders	As per GeM Bid Document. If date is extended It will be intimated to bidders.
Intimation and issue of LOI to Highest Bidder (H1)	Intimation Date (to be intimated)
1. Submission of Detailed Project Report (DPR) and In-principle Approval letter issued by Banks/FIs in support of investment to be made.	30 days from the date of LOI
1. Submission of Rs. 10.00 Crores as Security Deposit in the form of NEFT/RTGS or Bank Guarantee to UPSSCL.	30 days from the date of LOI
2. Signing of the Lease Deed	15 days after submission security deposit of Rs. 10 Crores and performance guarantee of Rs. One Crore
3. Submission of Final Sanction Letter issued by Banks/FIs in support of investment to be made.	60 days from the date of LOI
Transfer of Possession over the Land and Assets Agreement and other related documents with the Successful Bidder after Receipt of Bank Guarantee/ NEFT/RTGS of Rs. 10.00 Crores as Security Deposit, Performance Guarantee of Rs. 1.00 Crores, DPR and Final Sanction Letter issued by Banks/FIs.	Will be executed after final decision by the competent authority.
Handing over of possession of the assets of the Land.	After execution of documents

1.5 Liabilities

1.5.1 approximate 20 Acres of land of Chhata Sugar Company Limited, Chatta, Mathura, on “as is where is basis” will be transferred to the Developer free from all liabilities & pending legal cases and free from all Encumbrances accrued till the Signing Date.

2. Instructions to Applicants/Bidders

2.1 One Application per Applicant/Bidder

Each Applicant/Bidder is entitled to submit only one Application (Technical and Financial Bid) individually by themselves who intends to bid for the Concession cum Lease of the Land. An Applicant is entitled to submit only one bid and cannot be a party to more than one bid, whether by itself or as a part of a company. Any Applicant found having made more than one Application by itself or as a part of a Company shall be liable to be disqualified and will also lead to disqualification of the company of which it is a member.

2.2 Language

The Application and all related correspondence and documents should be written in the English/Hindi language. Supporting documents and printed literature furnished by the Applicant with the Application may be in any other language if they are accompanied by true translations thereof in English language. Supporting materials, which are not translated into English, may not be considered. For interpretation and evaluation of the Application, the English language translation shall prevail.

2.3 Currency

The currency for the purpose of the Application shall be the Indian Rupee (INR).

2.4 Eligible Applicants/Bidder

2.4.1 Applicant/Bidder

The Applicant may be a Company or an individual or a Proprietary Firm or a Partnership Firm or a Trust or a Society for taking over the Mill owned by UPSSCL on “as is where is” basis on Concession cum Lease Arrangement. In computing the eligibility criteria of the Applicant, the Net Worth of their respective Associates/Group Companies may also be taken into consideration provided that the Applicant/ group and their Associates or Group Companies shall agree and undertake to be jointly and severally responsible for taking over of the Land for developing it into a Grain/Molasses based (dual mode) Ethanol Plant on Concession cum Lease Arrangement and furnishing undertakings for fulfillment of any and all such obligations of the Applicant as may be required for the Transaction.

The Successful Bidder may form an SPV and in such case, Lease Deed and Transfer of Possession over the Land and Assets Agreement shall be executed between UPSSCL and SPV.

2.4.2 The Applicant/Bidder shall meet the following criteria regarding Net Worth:

Net worth of not less than INR 50 Crores (Rs. Fifty Crores) as per the last audited accounts for the Accounting year, for this purpose:

a. “**Net Worth**” shall be filled in as described as per Annexure-10 and certified by a chartered accountant.

b. Net Worth shall be calculated according to following formula

   (i) **In case of Company**

   Net Worth = (Paid up equity + Reserves) - (Revaluation Reserves + Accumulated Losses + Miscellaneous Expenditure not Written Off)

   (iii) **In case of Proprietary Firm/Partnership Firm/Society/Trust**

   Net Worth = (Book value of Tangible Fixed Assets + Investments + Current Assets) – (Secured Loans + Unsecured Loans + Current Liabilities & Provisions)

   (iv) **In case of an Individual**

   Solvency Certificate with a minimum value (Assets – Liabilities) of Rs. 50.00 Crores (Rs. Fifty Crores) to be issued by the concerned District Collector as on the date of certificate

c. In case Applicant is individual, he is not required to fill Net-Worth in **Annexure-10**. However the individual has to append with his Bid a Solvency Certificate in place of **Annexure-10**.

d. In case the Successful Bidder is other than a Consortium, it may also form an SPV/ Company which will be subsidiary of the main company of the successful bidder before submission of Bid or after declaration as Successful Bidder for execution of Lease Deed and Transfer of Possession over the Land and Assets Agreement. In case any Successful Bidder other than a Consortium of companies intends to form an SPV, then he would be required to submit a Deed of Undertaking cum Indemnity (as per the format to provided in Annexure-16) prior to execution of Lease Deed and Transfer of Possession over the Land and Assets Agreement.

2.4.3 Financial and Legal Capability

The Financial and legal capability of Applicant/Bidder shall be evaluated based on the detailed information provided by the Successful Bidder as per clause of this Tender Document.

The Applicants are required to certify that all statements made by them and information provided by them is complete, true and accurate to the best of their knowledge and belief. If at a subsequent date it is discovered that the Applicant or any Consortium member did not either possess the requisite qualification or that any part of the information provided in the Application was not accurate or complete in any material respect, the UPSSCL reserves the right to disqualify any such Applicant from the process of the Transaction.

2.4.4 Foreign Direct Investment (FDI) Norms

The Applicant and/or each member of a Consortium will have to comply with the FDI norms, as applicable for the sugar sector, and will be required to provide satisfactory credentials along with Financial Bid. Non-submission or non-satisfactory submission of credentials may lead to disqualification.

2.4.5 Integrity of the Bidder

The undertaking provided by the Applicant for qualification in terms of integrity of bidders should be in accordance with Annexure-4.

2.4.6 Security Consideration

The Applicants and/or each member of a Consortium which have been charge sheeted or convicted on any matters including matters relating to national security or integrity under the provisions of Indian Penal Code, or Officials Secrets Act, or other relevant legislations shall be disqualified from the bidding process. The Applicant shall be required to submit an undertaking as per **Annexure-4.**

2.4.7

Each Applicant should have ascertained the applicability as well as complied with the laws of its home country as well as Indian laws and regulations including but not limited to Foreign Direct Investment Guidelines. Any Application not found complying with these guidelines shall be rejected at any stage of the Transaction.

2.4.8 Share Holding in SPV

Each Member shall hold the same percentage of shareholding in the proposed SPV as it holds in Company.

2.4.9 Tender Document

Tender Document containing details of scope of work, eligibility criteria and other terms & conditions may be downloaded from the UPSSCL website www.upsugcorp.in

2.5 Bid Security and Forfeiture of Bid Security

2.5.1 Applicant/Bidder shall submit **EMD for an amount of INR 1,00,00,000 (Rupees One Crore) only,** in the form of NEFT/RTGS in favour of "U.P. State Sugar Corporation Limited." payable at Lucknow issued by any Schedule Commercial Bank. The Bank Draft shall be valid for a period of 270 days and may be released without interest, earlier in the following situations:

a) For the Successful Bidder (H1): It will be adjusted in Security amount required for 24 months.

b) For the Second Highest Bidder(H2): After depositing of In-principle Approval Letter for financial capability by the Highest Bidder (H1) (as detailed in Clause 2.3.4)

c) For Other Bidders: within 07 days from the date of intimation of selection of First and Second Highest Bidders (H1 and H2)

2.5.2 The entire Bid Security shall be forfeited in any of the following cases:

1. In case any Short Listed Bidder withdraws its Financial Bid or

2. If the Bidder is disqualified for any reason mentioned in this Tender Document after opening of the Financial Bid or

3. In case a Successful Bidder fails to Submit Final Sanction Letter issued by Banks/FIs in support of investment to be made within prescribed time as mentioned in the tender document.

4. In case a Successful Bidder fails to Submit Rs. 10.00 Crores as Security Deposit in the form of NEFT/RTGS or Bank Guarantee to UPSSCL.

2.6 Technical Bid to be submitted by Applicants - Single Company
(Separate application for each Mill)

The APPLICATION shall comprise:

1. Application as per the format enclosed as **Annexure-1;**

2. Proposed Investment to be done in 18 months for development of Ethanol Plant with detailed investment plan in **Annexure-1** and Project Report;

3. Statement of Legal Capacity as per **Annexure-2;**

4. Details of applicant/Bidder as per **Annexure-3**;

5. Undertaking (Security & Integrity) as per **Annexure-4**;

6. Board Resolution giving authority to the Applicant to submit Technical and Financial Bid with regard to transfer of assets of the Mill of UPSSCL on Concession cum Lease arrangement. The format for the Board Resolution is provided at **Annexure-5**.

7. A power of attorney as per the format enclosed at **Annexure-6**.

8. Eligibility criteria as per **Annexure-10**.

9. An undertaking (in the format provided in **Annexure-12**) from Group Company/ Associate, if included in the eligibility criteria of Applicant.

10. A NEFT/RTGS for INR 1,00,00,000/- (Rupees One Crore) only to "U.P. State Sugar Corporation Limited." Lucknow towards Bid EMD.

11. A certified true copy of the Memorandum of Association and Articles of Association of the Applicant.
12. Audited Financial Statements (Balance Sheet) of last 03 accounting years
13. Last three financial years Income tax returns.
14. Photocopy of receipt of fees deposited for Tender Document.

2.7 Technical Bid to be Submitted by Applicants – Company, Proprietary Firm, Partnership Firm, Society, Trust and Individual

The APPLICATION shall comprise:

1. Application as per the format enclosed as **Annexure-1;**
2. Proposed Investment to be done in 18 months for development of Ethanol Plant with detailed investment plan in **Annexure-1** and Project Report;
3. Statement of Legal Capacity as per **Annexure-2;**
4. Details of Applicant/Bidder as per **Annexure-3;**
5. Undertaking (Security & Integrity) as per **Annexure-4**;

6. In case of proprietary firm or partnership firm or society or trust, a power of attorney as per the format enclosed at **Annexure-6**. An individual cannot grant power of attorney for the purpose of execution/signing of documents in respect of the Project. However an individual may authorize representatives for representation before the authorities during the meetings, conferences and discussions in respect of the Project.

7. Eligibility criteria as per **Annexure-10**. In case of an individual, the individual is required to submit a Solvency Certificate to be issued by the concerned District Collector or ADM as on the date of certificate, adequately mentioning the net worth for the satisfaction of the eligibility criteria.

8. A NEFT/RTGS for INR 1,00,00,000/- (Rupees One Crore) only to ''U.P. State Sugar Corporation Limited." Lucknow towards bid EMD.

9. A certified true copy the documents of incorporation/formation of such Applicant /Bidder.

10. Audited Financial Statements (Balance Sheet) of last 03 accounting years.
11. Last three financial years Income tax.

2.8 Application Due Date

The Application should be submitted on the Application Due Date **as per GeM Bid**. UPSSCL shall not be responsible for any delay in receiving the Application and reserves the right to reject any or all Applications without assigning any reason thereof. UPSSCL may, at its sole discretion, extend the **Application Due Date** by issuing an Addendum.

2.9 Application Preparation Cost

The Applicant shall be responsible for all the costs associated with the preparation of its Application as described in this Tender Document, including, without limitation, any and all costs, direct or indirect incurred in verifying, gathering and collating material, information and data, whether included in the Information or not, or on securing the services of advisors and/or consultant, etc. UPSSCL will not be responsible or in any way liable for such costs.

2.10 Applicant Warranty and UPSSCL Presumption

It would be deemed that by submitting the Application, the Applicant warrants that it has:

1. Made a complete and careful examination of the Tender Document; and
2. Independently verified all Information mentioned in the Tender Document including PIM as part of this Tender Document.

It shall be further deemed that by submitting the Application to UPSSCL, UPSSCL is entitled to presume the existence of and rely on the aforesaid Applicant warranty.

UPSSCL shall not be liable for any wrongful presumption, mistake or error on the part of the Applicant in respect of the above or in respect of the selection process or the transaction relating to Project generally.

2.11 Amendments to Tender Document

At any time prior to the deadline for submission of Application, UPSSCL may, for any reason, whether at its own initiative or in response to clarifications requested by an Applicant, modify the Tender Document by the issuance of addenda website www.upsugarfed.org and/or published in the print media.

2.12 Validity/ Extension of Validity of Application

Applications shall be valid for a period of 270 days from the **Application Due Date** (the "**Application Validity Period**"). UPSSCL reserves the right to reject any Application, which does not meet this requirement. In exceptional circumstances, 15 days prior to expiry of the original Application Validity Period, UPSSCL may request Applicants to extend the Application Validity Period for a specified additional period subject to maximum period of 180 days. If for whatsoever reason, any Applicant does not convey consent, to the extension of the Application Validity Period; its Application will not be considered by UPSSCL. Such consent shall be required to be communicated in writing before the expiry of the original Application Validity Period.

2.13 Data Room Facility for Due Diligence

The Data Room has been set up by UPSSCL and the Applicants will be provided access to the Data Room facility to carry out due diligence of the Mill subject to rules and conditions as mentioned in **Annexure-14**.

2.14 Pre-Bid Conference

A Pre-Bid conference meeting will be held with interested parties on the date mentioned in the Clause 1.4 (Time Schedule) at Lucknow to answer prospective bidder's queries and any suggestions relating to the Project. Prospective bidders can participate in the Pre-Bid conference.

Applicants can give any other offer/proposal to be the Project viable and profitable.

After Pre-Bid conference State Government/UPSSCL may consider amending Tender Document based on the suggestions/proposals/demands of Applicants. Amendment to this Tender Document may be issued.

2.15 Clarifications

Requests for clarifications relating to this Tender Document may be submitted to the following at least 7 days before the Application Due Date and with a mandatory copy to the UPSSCL as mentioned below. However, UPSSCL retains the right not to answer any or all of the requests for clarifications.

Managing Director,
U.P. State Sugar Corporation Limited.
VIPIN KHAND, GOMTI NAGAR, LUCKNOW-226010
Website – www.upsugcorp.in
Email ID – upstatesugarcorporation@gmail.com

UPSSCL reserves the right to reject any or all applications without giving any reason. UPSSCL and its representatives will not entertain any claim for any expenses whatsoever.

2.16 Right to Accept or Reject Any or All Applications

1. Notwithstanding anything contained in this Technical Bid, UPSSCL reserves the right to accept or reject any Application and to annul the process of short listing of Applicants and reject all Applications/proposals, at any time, at any stage without any liability or any obligation for such acceptance, rejection or annulment, without assigning any reasons.

2. UPSSCL reserves the right to reject any Application, if at any time, the Applicant does not respond promptly and thoroughly to requests for supplemental information required for the evaluation of the Application.

2.17 Confidentiality

2.21.1 The Applicants shall be required to sign a Confidentiality Agreement as per Annexure-14 before entry in the Data Room.

2.21.2 Information relating to the examination, clarification, evaluation, and recommendation in relation to the qualified Applicants shall not be disclosed to any person not officially concerned with the process. UPSSCL will treat all information submitted as part of Application in confidence and will require all those who have access to such information to treat the same in confidence. UPSSCL will not divulge any such information unless it is ordered to do so by any authority that has power under any provision of law to require its disclosure. UPSSCL, however, reserves the right to make public disclosure of the names of the Applicants and short-listed Applicants.

2.18 Governing Law/ Jurisdiction

This Transaction shall be governed by the laws of India. All disputes arising out of the process shall be subject to the exclusive jurisdiction of the courts at Lucknow, India.

2.19 Notification of Shortlisted Bidders

The shortlisted bidders would be intimated through email. In addition, all further correspondences thereafter shall also take place through email.

3 General Terms and Conditions

3.1 Terms & Conditions of Transfer of Assets

It is proposed to transfer approximately 20 acres of land of Chhata Sugar Company Limited, Chhata, District Mathura, owned by Uttar Pradesh State Sugar Corporation Limited, Lucknow, to a private investor on Concession cum Lease for development of a Grain/Molasses based (dual mode) Ethanol Plant, subject to the following terms and conditions.

1. **Concession cum Lease and Development**

   The approximately 20 acres of land of Chhata Sugar Mill shall be leased to the Private Investor for a period of 30 years for development of a Dual Mode Ethanol Plant (based on Grain and Molasses (Dual Mode) on payment of annual Lease Rent and revenue sharing, with provision for escalation after every ten years.

2. **Consideration for Land and Existing Assets**

   The Corporation shall receive Lease Rent for the Land from the Private Investor/Developer. In addition to the Land Lease Rent, a lump-sum amount shall be paid to Uttar Pradesh State Sugar Corporation Limited towards assets existing on the Land, including buildings, trees and other assets and also contribute revenue sharing on per liter basis.

3. **DBFOT Model and Transfer**

   The Ethanol Plant shall be established and operated on the DBFOT (Design-Build-Finance-Operate-Transfer) model. Upon expiry of the Lease Term, the developed Ethanol Plant and all assets available on the Land, including Land, buildings, plant and machinery, trees and other assets, shall be transferred to Uttar Pradesh State Sugar Corporation Limited, free from all encumbrances and liens, on an "as is where is" basis, as an On-Going Concern.

   After completion of 20 years, there will be a review of the lease rent and the revenue sharing. The review may be upward but in any case not less than the rates for the beginning of the existing 21st year.

   Upon successful completion of the initial 30-year Lease Term, the Lease may, at the request of the Private Investor, be renewed in two further stages of 30 years each, making a maximum aggregate period of 90 years, subject to recommendation of the Managing Director, Uttar Pradesh State Sugar Corporation Limited, and approval of the State Government, at the prevailing Land rates and on such other conditions as may be prescribed at the renewal time. For renewal for the succeeding 30 years, a fresh Lease Deed shall be executed.

   The Private Investor shall be solely responsible for all liabilities and legal obligations created in respect of the ethanol Plant and shall discharge the same during the Lease Term.

4. **Restriction on Disposal of Assets**

   From commencement of the Ethanol Plant until expiry of the Lease Term, no asset available on the Land, including Land, buildings, plant and machinery, trees and other assets, shall be sold or otherwise disposed of by the Private Investor.

5. **Prohibition on Sub-Lease and Change of Land Use**

The Land leased to the Investor, or any part thereof, shall not be sub-let. The Land Use shall not be changed by the Investor.

6. **Security Deposit / Bank Guarantee**

   Until the Ethanol Plant is established and commences full-scale operations on the Land, the Investor shall deposit a Bank Guarantee of ₹10.00 Crore, valid for 24 months, or a Demand Draft in favour of Uttar Pradesh State Sugar Corporation Limited, as Security Deposit.

7. **Time for Establishment and Trial Operation**

   Within 18 months from transfer of the Land and other assets, the Private Investor shall establish the Ethanol Plant in accordance with the Detailed Project Report (DPR) and conduct trial operation for commencement of operations.

   In the event that the Investor is unable to commence operation within the stipulated period due to unavoidable circumstances, the State Government may, after due consideration of all circumstances, grant an extension of six months.

   The ₹10.00 Crore Bank Guarantee deposited by the Investor shall be released without any interest, by Uttar Pradesh State Sugar Corporation Limited six months after satisfactory completion and operation of project. The period for release may, if necessary, be extended by up to six months. The validity of the ₹10.00 Crore Bank Guarantee/Demand Draft deposited by the Investor shall also to be increased by 6 months by the investor.

8. **Financial Capability**

   After declaration of the successful Private Investor and issuance of the Letter of Intent (LOI), and within one month thereof but prior to execution of the Lease Agreement and other agreements, the Investor shall furnish an In-Principle Approval Letter/document from a Bank/Financial Institution confirming that the Investor is financially capable of developing the Ethanol Plant and is in the process of obtaining the required debt financing.

   The Lease Deed and other contractual documents shall be executed within 15 days after submission of the In-Principle Approval Letter/document. The Investor shall pay applicable stamp duty in accordance with law.

9. **Self-Financed Project**

   If the Private Investor is not obtaining a loan from a Bank/Financial Institution, the Investor shall furnish a financial certificate from a Bank/Financial Institution confirming its financial capability to develop the Ethanol Plant. The Detailed Project Report forwarded to the Bank/Financial Institution shall also be furnished.

   The Private Investor shall establish the Ethanol Plant from its own financial resources and shall operate it continuously throughout the project period.

10. **Capacity Expansion**

    Where the project is commercially successful and profitable, the Private Investor may, with the consent of the State Government, expand the capacity of the project. Revenue sharing will be increased in the same ratio as the increase in ethanol production.

11. **Prohibition on Mortgage of Leased Land**

The Private Investor shall have no right to mortgage the Land leased to it for the purpose of obtaining a term loan or other financing from any Bank/Financial Institution.

12. **Lump-sum Premium for Other Assets**

The Investor shall deposit, within one year from commencement of the Lease, in the account of Uttar Pradesh State Sugar Corporation Limited, the lump-sum Premium determined on the basis of valuation made by the concerned Department for assets other than the Land, including trees and other assets. In the event of default, interest shall be payable at a rate equivalent to the interest rate applicable to industrial loans of SBI.

13. **Additional Time for In-Principle and Final Approval**

If, for any reason, the successful Private Investor is unable to furnish the In-Principle Approval Letter from the Banker/Financial Institution within the stipulated period, an additional period of 15 days may be granted upon the Investor’s request.

Similarly, an additional period of 15 days may be granted for furnishing the Final Sanction Letter.

14. **The Transfer of Possession over the Land and other Assets**

The Transfer of Possession over the Land and other Assets will be executed only after the successful Private Investor furnishes the Final Sanction Letter of the Bank/Financial Institution and the Detailed Project Report, deposits ₹10.00 Crore as Security Deposit in the form of a Bank Guarantee in favour of Uttar Pradesh State Sugar Corporation Limited, and, after issuance of the LOI, deposits the annual Lease Rent payable for the first year.

15. **Annual Lease Rent and Bank Guarantee**

For each financial year, the annual Lease Rent shall be deposited by the Investor in advance into the bank account of Uttar Pradesh State Sugar Corporation Limited by 07 April. The Investor shall also furnish in favour of Uttar Pradesh State Sugar Corporation Limited a Bank Guarantee equivalent to the forthcoming annual Lease Rent, valid for 18 months by the 7th April of same FY. Such Bank Guarantee shall be renewed every year for the succeeding 18 months throughout the Lease Term.

16. **Performance Bank Guarantee**

In addition to any Bank Guarantee required for other dues and the Lease Rent, the successful Private Investor shall furnish a Performance Bank Guarantee of ₹1.00 Crore in favour of Uttar Pradesh State Sugar Corporation Limited for the entire Lease Term.

The Performance Bank Guarantee shall initially be furnished for a period of three years and shall be renewed for the succeeding three-year period before expiry of each three-year term.

17. **Permitted Use of Land**

Except for the activities expressly contemplated under the project, the Land made available on Concession cum Lease shall not be used for any other purpose and no damage or alteration shall be caused to the said Land.

If the Private Investor uses the leased Land for any other purpose, the State Government shall be entitled to terminate the Lease with immediate effect and take possession and control of the leased Land together with all assets existing thereon.

18. **Statutory Approvals**

For obtaining the IEM, licenses, permits and other statutory approvals required for development of the Land as a Ethanol Plant, the Private Investor shall itself make the necessary applications before the concerned Departments.

19. **SPV / New Company**

A new SPV or new company may be incorporated for development of the Ethanol Plant, which shall be a subsidiary of the holding company of the selected Private Investor.

20. **Termination / Closure of Operations**

In the event that the Private Investor discontinues operation of the Ethanol Plant or the Lease Deed is terminated, the Investor shall pay to Uttar Pradesh State Sugar Corporation Limited the Lease Rent for the unexpired portion of the relevant Lease Block in which the Lease Deed is terminated:

- First Block — Years 1 to 10;
- Second Block — Years 11 to 20;
- Third Block — Years 21 to 30.

In such event, Uttar Pradesh State Sugar Corporation Limited shall take over the assets existing on the leased Land, including the Ethanol Plant and other equipment, and may consider operating the Ethanol Plant itself or through another company, or may dispose of the Plant and other assets in accordance with applicable rules.

Ownership of the leased Land shall continue to vest exclusively with The Chhata Sugar Company Limited.

21. **Investor Liabilities**

Private investors will not inherit any previous debts or dues of the closed sugar mill (e.g., payments to farmers, banks, suppliers, taxes, or employees). After the lease period ends, any liabilities created during operation will not revert to the corporation.

22. **Land Ownership**

The corporation will provide land free of encumbrances (no mortgage or burden). Investors cannot mortgage or use the land for any purpose other than the approved project.

23. **Employee Status**

Existing officers and employees will remain with the corporation; their services will not be transferred to the private investor.

24. **Approvals and Coordination**

The Managing Director will coordinate with relevant departments to ensure necessary approvals and facilities for the investor.

25. **Lease Area and Rent**

If more than 20 acres are required, lease rent will be determined under similar conditions as for the initial 20 acres.

26. **Tender Process**

Tenders for leasing 20 acres of land of Chhata Sugar Company Limited, Chhata for setting a minimum 120 KLPD ethanol plant shall be invited through a transparent and competitive process on the GeM portal.

For this purpose, advertisements shall be published on the GeM portal, in leading newspapers of the country and through electronic media, including the UPSSCL website and the e-Tender website.

27.

Project: Brief Description

Item	**Details**
Organisation	Uttar Pradesh State Sugar Corporation Limited
Project	Development of an Ethanol Production Plant of minimum 120 KLPD capacity
Location	Chhata Sugar Company Limited, Chhata, District Mathura, Uttar Pradesh
Land	Approximately 20 acres
Lease Term	30 years
Estimated Operating Days	330 days/year
Minimum Estimated Annual Production	3.96 Crore Bulk Liters
Base Lease Rent for First Year	₹1.67 Crore per annum minimum
Base Revenue Share for First Year	Minimum ₹1.00 per litre of Produceable Ethanol
Escalation in Lease Rent and Revenue Share	50% of the amount payable in the first year at the commencement of each succeeding ten-year period
Items Variable through Bid	Lease Rent, Produceable Bulk Liters and Revenue Share per litre of Produceable Ethanol
EMD	As specified in the Final E-Tender Notice (GeM)
Performance Security	As specified in the Final RFP

Base (Reserve) Commercial Structure

Period	**Lease Rent / Year***	**Revenue Share / Year***	**Total / Year**	**Total for 10 Years**	**Indicative Cumulative Total**
Years 1–10	₹1.67 Crore	₹3.96 Crore	₹5.63 Crore	₹56.3 Crore	₹56.3 Crore
Years11–20	₹2.50 Crore	₹5.94 Crore	₹8.44 Crore	₹84.4 Crore	₹140.7 Crore
Years21–30	₹3.34 Crore, (Lease Rent to be reviewed after 20th year.)	₹7.92 Crore (Revenue sharing to be reviewed after 20th year.)	₹11.26 Crore	₹112.6 Crore	₹253.3 Crore

*Subject to the final bid rates.

28. **Tender Procedure**

a. Interested Bidders may undertake Due Diligence of the Chhata Sugar Mill Land for 10 days from publication of the advertisement. The Interested Bidder or its authorised representative may conduct a Site Visit and inspect records available in the Data Room. Prior to submission of the Bid, the Bidder shall independently satisfy itself regarding all trees and assets available in the proposed portion of the Sugar Mill Land intended for the Ethanol Plant and regarding the Land itself.

b. Technical and Financial Bids shall be invited simultaneously and shall be uploaded by Interested Bidders on the GeM website by the 30th day from publication of the advertisement.

c. A Pre-Bid Meeting shall be held with Interested Bidders on the 15th day from publication of the advertisement. At the Pre-Bid Meeting, alternative proposals/suggestions/models for enhancing project profitability and viability may be invited from prospective Bidders and examined.

d. After considering proposals/suggestions/models received from Interested Bidders during the Pre-Bid Meeting, the format of the Technical and Financial Bids may be revised, finalized and issued on the 20th day.

e. The Bidder shall upload the Technical and Financial Bids on the GeM website within the prescribed time by the 30th day. At 1:00 P.M. on the 31st day, the Technical Bids shall be opened by the constituted Committee in the presence of the Bidders.

f. The Bid Process period may be extended, if required.

29. **Eligibility of Bidders shall be as follows:**

(a) The Bidder may be a company, proprietorship firm, partnership firm, trust, individual or society.

(b) Consortiums shall not be eligible to participate in the Tender.

(c) The Bidder shall have a minimum Net Worth of ₹50.00 Crore. Where the Bidder is an individual, a Solvency Certificate signed and certified by the District Magistrate shall be furnished in lieu of the prescribed Net Worth.

(d) The Applicant shall specify the capacity of the Grain/Molasses based (dual mode) Ethanol Plant proposed to be established on the 20-acre Land and the annual production in liters. The minimum requirement is 120 KLPD and 3.96 Crore liters per annum.

(e) The Bidder shall furnish the prescribed certified documents along with the Technical Bid, on the basis of which Applicants shall be shortlisted.

30. **Documents to be Submitted with Technical Bid**

(a) Application Form.

(b) Statement of Legal Capacity.

(c) Technical Bid.

(d) Affidavit relating to security and integrity.

(e) Board Resolution/approval of the Board of Directors of the Bidder Company.

(f) Power of Attorney.

(g) Certificate issued by a Chartered Accountant regarding Net Worth. In case of an individual Bidder, a Solvency Certificate signed and certified by the District Magistrate.

(h) Memorandum and Articles of Association/Bye-laws of the Bidder Company.

(i) Audited Balance Sheets for the preceding three years, including the Balance Sheet for FY 2025-26. If the Applicant company/proprietorship firm/partnership firm/trust/individual/society has been constituted within the preceding three years, Balance Sheets from the year of constitution up to FY 2025-26 shall be submitted.

(j) Income Tax Returns for the preceding three financial years, namely Assessment Years 2023-24, 2024-25 and 2025-26. If the Applicant has been constituted within the preceding three years, Income Tax Returns from the year of constitution up to FY 2025-26 shall be submitted.

31. In addition to the above documents/information, the Bidder shall deposit a sum of ₹1.00 Crore by Bank guarantee / RTGS in favour of Uttar Pradesh State Sugar Corporation Limited as EMD along with the Technical Bid. After declaration of the successful Bidder (H-1), the EMD of the remaining Bidders shall be refunded.
32. Bidders shall be shortlisted only after scrutiny of the above qualifications and documents.

    Only the Financial Bids of shortlisted Bidders shall be opened in the presence of the Bidders.
33. The Investor shall be a company/proprietorship firm/partnership firm/trust/individual/society.
34. **Land Valuation and Minimum Lease Rent**

    As per letter dated 11 August 2026 of the District Magistrate, Mathura, the valuation of approximately 20 acres of Land, based on the prevailing circle rate, has been assessed at ₹66,82,50,000.00.

    The minimum Lease Rent, calculated at 2.5% of the assessed Land value shall be as follows:

    - Year 1 to Year 10: ₹1.67 Crore.
    - Year 11 to Year 20: ₹2.50 Crore.
    - Year 21 to Year 30: ₹3.24 Crore.
35. If the Lease Term is extended, the Lease Rent shall be determined on the basis of the prevailing rate at that time; provided that in no event shall it be lower than the rent payable in the 30th year.
36. The Investor shall establish a Grain/Molasses based (dual mode) Ethanol Plant of at least 120 KLPD capacity (3.96 Crore liters annually). The Investor may expand the capacity or may, from inception, establish a Grain/Molasses based (dual mode) Ethanol Plant having capacity exceeding 120 KLPD. The Investor may select the feedstock for the Ethanol Plant according to its requirements (grain/molasses)
37. **Revenue Sharing and Produceable Ethanol**

    In addition to the Lease Rent, the Investor shall pay to Uttar Pradesh State Sugar Corporation Limited, as Revenue Sharing, a minimum amount of ₹1.00 per litre based on "Produceable Ethanol" per annum, which shall be increased in line with the rates prescribed by the Government of India.
38. "Produceable Ethanol" shall be calculated as follows:

    (a) Produceable Ethanol (liters) = Installed Capacity (KLPD) × 330 days × 1000

    Example:

    Installed Capacity = 120 KLPD

    Produceable Ethanol (liters) = 120 × 330 × 1000 = 39,600,000 liters

    (b) "Produceable Ethanol" (liters) = Actual annual production (liters)

    The higher of the quantities calculated under (a) and (b) shall be deemed to be the "Produceable Ethanol".
39. **Scope of Work of the Concessionaire**

- Survey, design and engineering of the Plant.
- Arrangement of all financing and Financial Closure.
- Obtaining all statutory approvals and licences.
- Procurement of Plant, machinery and technology.
- Construction, installation and commissioning.
- Testing and commencement of commercial operations.
- Operation and maintenance throughout the Concession Period.
- Necessary arrangements for feedstock, production, storage, safety and logistics.
- Compliance with all environmental, excise, factory, labour, fire, electricity and other applicable laws.
- Discharge of decommissioning/transfer obligations upon expiry of the stipulated period or termination of the Agreement.

40. **Technical Proposal**

Applicants shall submit the following reports/documents for Technical Evaluation:

- Project design concept and process technology.
- Plant layout and Land-use plan.
- Capacity and production plan.
- Implementation schedule and commissioning plan.
- Utilities and infrastructure plan.
- Environmental management and pollution control plan.
- Fire and process safety plan.
- Feedstock and operational logistics plan.
- Organisation, manpower arrangement and Operations & Maintenance (O&M) plan.
- Quality assurance and metering/measurement plan.
- Disaster Management Plan.
- Transfer and asset maintenance policy.

41. **Financial Proposal**

The Financial Bid shall be submitted in the BOQ format of the GeM portal.

The principal competitive criteria shall be as follows:

Competitive Criterion	**Minimum Value**	**Bid Offered**
Annual Lease Rent for First Year	₹1.67 Crore per annum minimum	A = ₹_____ Crore
Revenue Share	₹1.00 per litre of Produceable Ethanol	B = ₹_____ per litre
Produceable Ethanol	3.96 Crore Bulk Liters	C = _____ Crore Bulk Liters

The minimum total revenue receivable by Uttar Pradesh State Sugar Corporation Limited in the first year shall be: TR = A + B × C.

On the minimum base: ₹1.67 Crore + ₹1.00 × 3.96 Crore liters = ₹5.63 Crore.

The increase in total revenue payable to Uttar Pradesh State Sugar Corporation Limited shall be 50% of the total revenue approved for the first year.

The increase shall take effect at the commencement of the 11th year and at the commencement of the 21st year.

42. **Recommended Evaluation / H-1**

Among the Bidders found technically qualified, the Bidder offering the highest Total Revenue (TR = A + B × C) shall be declared H-1.

43. **Technical Bid Evaluation Committee**

A Committee chaired by the Joint Managing Director shall be constituted at the level of Uttar Pradesh State Sugar Corporation Limited for opening and evaluation of the Technical and Financial Bids and other tender process.

3.2 Governing Law/ Jurisdiction

This Transaction shall be governed by the prevailing laws. All disputes arising relating to the process for transfer of assets of the Land shall be subject to the exclusive jurisdiction of the courts at Lucknow, Uttar Pradesh.

3.3 Offer and Payment Schedule

3.3.1 The Shortlisted Applicants are required to submit an offer (Financial Bid) as per Financial Proposal given above

3.3.2 Proposed Investment

Applicant has to inform in Annexure-18 that what is proposed investment to be done in 18 months for development of a Grain/Molasses based (dual mode) Minimum 120 KLPD Ethanol Plant. Applicant has to submit proposed investment plan with Project report. Proposed investment will be given weightage as per clause of Tender Document for finalization of Bid.

3.3.4 Security Deposit

Successful Bidder has to provide Rs. 10.00 Crores as Security Deposit for a period of 24 months to UPSSCL along with Final Sanction Letter of bankers/FIs. The amount will be interest free. Security Deposit shall be either in the form of NEFT/RTGS or Bank Guarantee in favour of UPSSCL payable at Lucknow.

Developer is expected to develop and operate smoothly the Ethanol Plant within18 months. After 06 months of successful completion of development, start of smooth operation of Ethanol Plant and start of commercial production, Rs. 10.00 Crores Security Deposit shall be released by UPSSCL. Provided that the period of release can be extended if, UPSSCL is not satisfied that the Project has been successfully developed. For this Developer will increase validity period of Bank Guarantee for another 06 months.

3.3.5 Financial Capability letter

a) Successful Bidder will provide In-principal Approval Letter of loan from Bankers/FIs for developing Ethanol Plant and will also submit approved detailed Project report duly forwarded by Bankers/FIs to prove that the Developer is financially capable to invest the amount required for developing Ethanol Plant within 30 days of issue of Intimation letter and LOI.

b) After signing of Lease Deed and submission of In-principal Approval letter of loan from Bankers/FIs the Developer has to submit Final Sanction Letter along with Detailed Project report (DPR) within 60 days from the date of LOI for disbursement of loan of Bankers/FIs.

c) If Successful Bidder is not taking loan, then he will provide financial certificate from Bankers/FIs that he is financially capable to invest the amount required for developing Ethanol Plant.

d) On request of Successful Bidder the time period of submission of In-principle Approval Letter of Bankers/FIs can be considered for extension of another 15 days by UPSSCL. In the same way on request of Successful bidder the time period of submission of Final Sanction Letter of Bankers/FIs can be considered for extension of another 15 days by UPSSCL.

3.3.6 Registration of Lease Deed and other documents and Transfer of Possession over the Land and Assets

On depositing One Time Amount, Rs. 10.00 Crores as Security Deposit amount in form of Bank Guarantee/RTGS, Rs. 1.00 Crores Performance Bank Guarantee along with submission of Final Sanction Letter of Banker's/FI's and approved detailed Project report the Lease Deed, Transfer of Possession over the Land and Assets Agreement and other transaction documents will be executed and registered between Developer and UPSSCL. After execution of Lease Deed, Transfer of Possession over the Land and Assets Agreement and other transaction documents the assets of the Mill will be transferred to the Developer.

3.3.7 Default or Breach by the Developer

3.3.7.1 After payment of Security Deposit of Rs. 10.00 Crores and Performance Bank Guarantee of Rs. 1.00 Crores for three years (which will be renewed for every three years) or at any other stage, if the Bidder/Developer breaches any of the terms and conditions of Lease Deed, the entire amount paid by the Bidder/Developer along with Security Deposit of Rs. 10.00 Crores and Performance Bank Guarantee of Rs. 1.00 Crore up to that point, shall be forfeited and the process of selection of Developer may be started de novo, if UPSSCL so decides.

3.3.7.2 The Developer will provide a Performance Bank Guarantee equivalent to Rs.1.00 Crore. The validity of which will be for three years and it will be renewed for every next three years before lapse of such bank guarantee.

3.3.7.3 Before invoking/forfeiting the Security Deposit or Performance Bank Guarantee or both, as the case may be, Developer shall be given opportunity of hearing. After providing opportunity of hearing, if UPSSCL decides to invoke/forfeit the Security Deposit or Performance Bank Guarantee, UPSSCL shall terminate the Lease and invoke/forfeit the Security Deposit or Performance Bank Guarantee or both as the case may be and shall take over the leased Land with plant and other assets existing there on.

3.4 GST, Stamp Duty and Registration Fees

The Developer shall bear GST and the Stamp duty and registration fee as per Applicable Laws on the Lease Deed, Transfer of Possession over the Land and Assets Agreement and other Transaction Documents.

3.5 Legal Proceedings

3.5.1 There are no legal proceedings pending before courts and forums relating to the Land of UPSSCL which is being leased and no legal cases will be reverted back by Developer after expiry of Lease period.

3.5.2 Successful bidder has to deposit in advance the Annual Lease Amount plus GST payable on it along with Sanction letter of Financial Institutions/Banks. Successful bidder must execute Lease Deed (after paying required Stamp Duties Etc.) and other Agreement Papers within 15 days of issuing IN PRINCIPAL APPROVAL LETTER of Financial Institutions/Banks. If successful bidder is not getting loan from Financial Institutions/Banks, then he will provide the Certificate that successful bidder is capable to develop the Ethanol Plant at his own. Successful bidder will provide financial capacity letter from Financial Institutions/Banks along with Detailed Project Report (DPR). On providing in principal approval letter from bank/financial institutions and executing lease deed and other documentation successful bidder will provide final sanction letter from bank/financial institution within 60 days of date LOI. In any case successful bidder fails to provide in principal letter of final sanction letter from bank/financial institution he may be given 15 days extra time for such work.

3.5.3 Developer must complete the Project of establishment of Ethanol Plant within 18 (Eighteen) months from the date of signing of assets transfer agreement. The Developer will operate the Projects continuously during the Lease Period.

3.5.4 If due to any reason lease deed is being canceled by the Successful Bidder then the lease rent for full block of ten years will have tobe paid by the successful bidder for the block in which lease deed is being cancelled.

3.5.5 Successful Bidder has to submit Bank Guarantee equivalent to the amount of Lease Rent (valid for 18 months) in favour of U.P. State Sugar Corporation Limited. Bank Guarantee will be renewed every year during the entire Lease Period. In case Developer fails to pay yearly Lease Rent in stipulated period, UPSSCL shall have right to invoke the Bank Guarantee and realized the yearly Lease Rent Developer shall replenish the Bank Guarantee within 7 days thereafter.

3.6 Settlement of Disputes

3.6.1 Amicable settlement

3.6.1.1 The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Agreement or the interpretation thereof.

3.6.2 Dispute Resolution

3.6.2.1 Any dispute, difference or controversy of whatever nature howsoever arising under or out of or in relation to this Agreement (including its interpretation) between the Parties, and so notified in writing by either Party to the other Party (the "Dispute") shall, in the first instance, be attempted to be resolved amicably in accordance with the procedure set forth in Clause 3.6.3.

3.6.2.2 The Parties agree to use their best efforts for resolving all Disputes arising under or in respect of this Agreement promptly, equitably and in good faith, and further agree to provide each other with reasonable access during normal business hours to all non-privileged records, information and data pertaining to any Dispute.

3.6.3 Conciliation

In the event of any Dispute between the Parties, either Party may call upon, Chairman, U.P. State Sugar Corporation Limited, Lucknow and upon such reference, the said persons shall meet no later than 15 (ten) days from the date of reference to discuss and attempt to amicably resolve the Dispute. If such meeting does not take place within the 10 (ten) day period or the Dispute is not amicably settled within 20 (fifteen) days of the meeting or the Dispute is not resolved as evidenced by the signing of written terms of settlement within 30 (thirty) days of the notice in writing referred to in Clause 3.6.2 or such longer period as may be mutually agreed by the Parties, either Party may refer the Dispute to arbitration in accordance with the provisions of Clause 3.6.4.

3.6.4 Arbitration

If at any time there should be any question, dispute or difference between the parties in respect of any matter arising out of or in relation to this Agreement, either party may give to the other party notice in writing of the existence of such question, dispute or difference and the same shall be referred to arbitration of a single arbitrator, when the parties may agree upon, otherwise to two arbitrators, one to be nominated by each party. The two arbitrators appointed by the parties shall before proceeding with the reference, appoint a third arbitrator, who will act as the presiding Arbitrator. The award of the arbitrators shall be final and binding on the parties and be accepted by them.

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

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

4 Evaluation of Bid

4.1 Opening of Technical Bid

1. A committee duly constituted by the Managing Director, UPSSCL would open the Bids on (As per GeM Bid Document) for the purpose of evaluation of Technical Bid. Applicants may depute their authorized representatives to the address mentioned below for witnessing the opening of the Technical Bid.

   Address for opening the Technical and Financial Bid

   U.P. State Sugar Corporation Limited.
   VIPIN KHAND, GOMTI NAGAR, LUCKNOW-226010
   Website – www.upsugcorp.in
   Email ID – upstatesugarcorporation@gmail.com

2. The Committee would subsequently examine and evaluate the bids in accordance with the criteria set out below. The Applicants qualifying the Technical Bid will be eligible for Financial Bid stage. Financial Bids of shortlisted bidders will only be opened.

4.2 Technical Evaluation

The Committee shall assess the Technical Bid submitted by the Applicants on the following parameters:

1. Application and NEFT/RTGS of INR. 1,00,00,000/- (Rupees One Crore) only in favour of "U.P. State Sugar Corporation Limited. "payable at Lucknow towards EMD.
2. Net Worth.(CA Certificate/District Magistrate certificate is required)
3. Technical and legal capability.
4. Integrity of the Bidder.
5. Security Consideration.
6. Project Report
7. Other documents required to be submitted with Technical Bid, like Board resolution of the company, power of attorney, MEMORANDUM AND Articles of Association of Company/Bye laws., Copy of last three years Balance sheet along with copy of Income tax returns filed during last three years.
8. Power of attorney.
   An Applicant may be disqualified if the information provided does not meet any one of the above criteria.

Bidders who have qualified technical criteria will be selected as Shortlisted Bidders by Committee.

Technical Evaluation Table:

Sl. No.	Criterion	Indicative Weightage	Minimum Threshold	Remarks
1	Technical Project	25	60%	Capacity, process, utilities and layout
2	Relevant Experience	25	60%	Ethanol/Ethanol Plant-related projects
3	Financial Strength	30	60%	Net Worth, annual turnover and

				capacity to raise financing
4	Environment and Safety	10	50%	Compliance systems
5	Disaster Management and Transfer	10	50%	Disaster allocation and asset protection

(a) In order to qualify in the technical evaluation, Bidders shall be required to exceed the minimum threshold in all the criteria from 1 to 5 in the above table.

(b) All Bidders exceeding the minimum threshold shall be eligible for Financial Evaluation.

4.3 Financial Bid Opening and Evaluation of Financial Bid

1. A committee duly constituted by UPSSCL – would open the Financial Bid of the Shortlisted Bidders shall be as per GeM Bid. Applicants may depute their representatives at the address mentioned in Clause 4.1 for witnessing the opening of the Financial Bid.

2. **Financial Evaluation**

   • The Financial Bids of Bidders shortlisted in the Technical Evaluation shall be opened and evaluated by the Tender Committee.

   • Only Financial Proposals of technically qualified Bidders shall be opened.

   • The Bidder quoting the highest Total Annual Revenue for the first year (TR = A + B × C) shall be ranked H-1.

   • The total revenue receivable by the Corporation in the first year shall not be less than ₹5.63 Crore per annum.

   • The mechanism for escalation of Lease Rent and Revenue Share shall remain unchanged.

   • In the event of identical bids, the decision shall be taken through the GeM portal.

3. **Illustrative Financial Evaluation**

   Investor–1

   • First-year annual Lease Rent: A = ₹1.67 Crore

   • First-year Revenue Share: B = ₹1.50 per liter

   • Installed Capacity = 120 KLPD

   • Produceable Ethanol = 120 × 1000 × 330 = 39,600,000 liters

   • First-year installed production capacity: C = 3.96 Crore liters

   • Total Revenue to the Corporation in the first year: TR = A + B × C = ₹7.61 Crore

   Investor–2

   • First-year annual Lease Rent: A = ₹2.00 Crore

   • First-year Revenue Share: B = ₹1.00 per BL

   • Installed Capacity = 150 KLPD

   • Produceable Ethanol = 150 × 1000 × 330 = 49,500,000 liters

   • First-year installed production capacity: C = 4.95 Crore liters

   • Total Revenue to the Corporation in the first year: TR = A + B × C = ₹6.95 Crore

Investor–3

• First-year annual Lease Rent: A = ₹1.67 Crore

• First-year Revenue Share: B = ₹1.00 per BL

• Installed Capacity = 250 KLPD

• Produceable Ethanol = 250 × 1000 × 330 = 82,500,000 liters

• First-year installed production capacity: C = 8.25 Crore liters

• Total Revenue to the Corporation in the first year: TR = A + B × C = ₹9.92 Crore

Investor–4

• First-year annual Lease Rent: A = ₹1.67 Crore

• First-year Revenue Share: B = ₹2.00 per BL

• Installed Capacity = 120 KLPD

• Produceable Ethanol = 120 × 1000 × 330 = 39,600,000 liters

• First-year installed production capacity: C = 3.96 Crore liters

• Total Revenue to the Corporation in the first year: TR = A + B × C = ₹9.59 Crore

Ranking of the above four Investors

- H-1: Investor–3 — Total Revenue ₹9.92 Crore
- H-2: Investor–4 — Total Revenue ₹9.59 Crore
- H-3: Investor–1 — Total Revenue ₹7.61 Crore
- H-4: Investor–2 — Total Revenue ₹6.95 Crore

4. On getting approval of GoUP the highest Bidder (H1) shall be considered for the eventual Concession cum Lease of Land. In case the first highest bidder prefers to withdraw from the process, the offer of the Second Highest Bidder (H2) may be considered for the Concession cum Lease Arrangement.
5. The first two highest Applicants qualifying the Financial Bid stage will also be informed by E-Mail on the E-mail addresses submitted by them. .
6. In case any of the above two highest Applicants withdraws its Financial Bid, their Bid Security will be forfeited.
7. In the event of identical bids, the decision shall be taken through the GeM portal.
8. The Successful Bidder, finally selected by UPSSCL will be intimated over email.
9. If a single Financial Bid is received in respect of the Land and the Bid is above the Minimum reserved Total Revenue Amount, the Committee may recommend to GoUP to accept the single tender and the decision of GoUP will be final and binding on all.

4.4 Disqualification

Notwithstanding anything to the contrary contained in this Tender Document and without prejudice to any of the rights or remedies of the UPSSCL, the UPSSCL shall be entitled to in its sole discretion to determine that an Applicant is to be disqualified at any stage of the process and its participation in the process and/or its TECHNICAL BID and/or FINANCIAL BID and subsequent submissions be dropped from further consideration for any of the reasons including without limitations those listed below:

1. If the Applicant has made, incorrect, misleading or false representations in the forms, statements and attachments submitted, whether intentionally or unintentionally; or

2. If the Bidder has quoted proposed Investment less than the Minimum Total Revenue of Rs. 5.63 Crores then the Technical Bid will be rejected; or

3. The TECHNICAL BID and/or FINANCIAL BID submitted by the Applicant is in any respect inconsistent with, or demonstrate any failure to comply with, the provisions of the Tender Document; or

4. Failure to comply with other material requirement of this Tender Document; or

5. Failure to comply with the reasonable requests of UPSSCL in relation to the Process; or

6. Breach of the confidentiality agreement (Non Disclosure Agreement) by the Applicant; or

7. If it is discovered at any time that the Applicant is subject matter of winding up or insolvency or other proceedings of similar nature; or

8. Any information regarding the Applicant which becomes known to UPSSCL and which is detrimental to proposed process and/or the interests of UPSSCL ; or

9. Initiation or existence of any legal proceedings, by or against the Applicant in respect of UPSSCL, which proceeding may be prejudiced by the participation of the Applicant in the short listing of Applicants; or

10. Any restrictions or limitations have been put on pursuant to any regulatory or statutory guidelines to participate in the process; or

11. The Applicant has been convicted for an offence under any legislation designed to protect the members of the public from financial loss due to dishonesty, incompetence or malpractice; or

12. The Applicant has been convicted or charge sheeted for any offence under any legislation of whatsoever nature; or

13. The Applicant has been disqualified from participating in the disinvestment process either by Government of India or any of the State Governments/ Union Territory Governments; Mere pendency of an appeal against the order of disqualification, if any, passed by Government of India or any of the State Governments/ Union Territory Governments will have no effect on the disqualification of Applicant; or

14. If information becomes known after the Applicant has been qualified at any stage to proceed with the process, which would have entitled UPSSCL to reject or disqualify the relevant Applicant, UPSSCL/ reserves the right to reject or disqualify the relevant Applicant at that time, or at any time, such information becomes known to the UPSSCL. UPSSCL's determination that one or more of the events specified above have occurred shall be final and conclusive.

Annexures

Annexure 1
Application – Technical Bid
(**To be forwarded on the letterhead of the Applicant/Lead Members of the Consortium submitting the proposal**)

Ref: ______________ Date: _____________

To.

Managing Director,
U.P. State Sugar Corporation Limited.
VIPIN KHAND, GOMTI NAGAR, LUCKNOW-226010

SUB: APPLICATION – FOR DEVELOPMENT OF A GRAIN/MOLASSES BASED (DUAL MODE) ETHANOL PLANT ON APPROXIMATELY 20 ACRES OF LAND OF CHHATA SUGAR COMPANY, CHHATA, MATHURA, UP, UNDER CONCESSION CUM LEASE ARRANGEMENT

Sir,
We refer to the advertisement dated __________ 2026 inviting application on the above subject.

As specified in the advertisement, we have read and understood the contents of the Tender Document and are desirous of participating in the above process, and for this purpose:

We propose to submit our application in individual capacity as ______________________ (insert name of the company or individual or Proprietary Firm or Partnership Firm or Trust or Society)

OR

We have formed a SPV company or propose to form SPV and consists of ________ members as follows:

1. ______________________ (insert name)
2. ______________________ (insert name)
3. ______________________ (insert name)
4. ______________________ (insert name)

We, the undersigned, hereby confirm the following:

a. We understand that Land of UPSSCL is proposed to be developed into a Grain/Molasses based (dual mode) Ethanol Plant under Concession cum Lease Arrangement and we are interested in bidding for the same. We believe that we/our consortium satisfy the eligibility criteria as laid down by UPSSCL in Tender Document.

b. We certify that in regard to matters other than security and integrity of the country, we have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which would cast a doubt on our ability to manage the ethanol plant on the land of UPSSCL when it is transferred on Concession cum Lease Arrangement or which relates to a grave offence that outrages the moral sense of the community.

c. We further certify that on matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by a Court of Law for any offence committed by us or by any of our sister concerns.

d. We undertake that in case due to any change in facts or circumstances during the pendency of the Lease process, we are attracted by the provisions of disqualification in terms of the subject guidelines; we would intimate the UPSSCL of the same immediately.

e. The Statement of Legal Capacity and Application, duly signed by us / respective members, who jointly satisfy the eligibility criteria, are enclosed.

f. Our application is valid till **270 days** from the **Application Due Date**.

g. UPSSCL and its authorized representatives are hereby authorized to conduct any inquiries or investigations to verify the statements, documents, and information submitted in connection with this Application, and to seek clarification from our bankers and clients regarding any financial and technical aspects. This letter of Application will also serve as authorization to any individual or authorized representative of any company referred to in the supporting information, to provide such information deemed necessary and requested by UPSSCL to verify statements and information provided in this application, or with regard to the resources, experience, and competence of the Applicant.

h. We have a track record of reputation for operating in a manner what is consistent with standards of good corporate governance, financial strength and integrity.

i. We propose to invest Rs.--------------Crores to establish this Ethanol Plant as per details attached.

We understand that only after satisfying our Technical and Financial capabilities Lease Deed, Transfer of Possession over the Land and Assets Agreement and other Documents will be executed and possession of land will be given to us.
We shall be glad to receive further communication on the subject.

Yours faithfully,

Individual/ Authorized Signatory
For and on behalf of
(Name of the Applicant)

Enclosure: As mentioned in Clause ______ (whichever is applicable)

Annexure 2
Statement of legal capacity

(To be forwarded on the letter head of the Applicant)

***Reference no:* ________________** ***Date:* _______________**

To,

Managing Director,
U.P. State Sugar Corporation Limited.
VIPIN KHAND, GOMTI NAGAR, LUCKNOW-226010

Sub: Statement for Legal Capacity

Sir,

This is with reference to the advertisement dated __________ 2026 inviting Bid for transfer of Land of U.P. State Sugar Corporation Limited. (UPSSCL) under Concession cum Lease Arrangement ("**The Transaction**").

We have read and understood the content of this Tender Document and the advertisement.

(For Company/ Individual/ Proprietary Firm/Partnership Firm/Trust/ Society) *
We _____________ (name of the Company/ Individual/ Proprietary Firm/Partnership Firm/Trust/ Society) satisfy the eligibility criteria as detailed in the Tender Document.

We have agreed that [-----------------] (the undersigned) (insert individual's name) will act as the representative of our Company/Consortium/ Individual/ Proprietary Firm/Partnership Firm/ Trust/ Society * and on our behalf and has been duly authorized to submit the Application. Further, the authorized signatory is vested with requisite powers to furnish such letter as required by UPSSCL and authenticate the same*.

Yours Faithfully,

Individual/ Authorized Signatory,
For on behalf of (party/member)

** Strike out whichever is not applicable*

Annexure 3
Request for qualification
(To be submitted by Applicant)

Details of Applicant

1. Name

2. Constitution (Tick Where applicable)

    i. Public Limited Company
    ii. Private Limited Company
    iii. Proprietary Firm
    iv. Partnership Firm
    v. Individual
    vi. Trust
    vii. Society
    viii. Others, (please specify)

If the Applicant is a foreign company/OCB (Organizational Citizenship Behavior), specify list of statutory approvals from GoUP/ UPSSCL /RBI/FIPB (Foreign Investment Promotion Board) applied for/obtained/awaited:

3. Sector (Tick Where applicable)
    i. Public Sector
    ii. Joint Sector
    iii. Others, (please specify)

4. Details of the Shareholding Pattern:

5. Details of Board of Directors;

6. In case of a Consortium: Not Applicable

7. Brief description of the Company/ Individual/ Proprietary Firm/ Partnership Firm/ Trust/ Society including details of its main lines of business and proposed role and responsibilities in this Project.

8. Details of Promoters.

9. Date and Place of incorporation

10. Date of commencement of business

11. Address, Mobile Number, Phone Number, and E-Mail of the Corporate headquarters and Head Office(s) of the Company/ Individual/ Proprietary Firm/Partnership Firm/ Trust/ Society, if any, in India

    a. Registered Office
    b. Head Office

12. Address of correspondence:

13. E-Mail (Mandatory)

14. Details of Contingent Liability (if any) that may have or would reasonably be expected to have a material adverse effect on the business and operations of the Applicant in any manner whatever;

15. Stock Exchanges where listed, if applicable

16. Regulator

17. Background of the Key Promoters (Individuals) of the Company/ Consortium/ Trust/ Society

18. Name, Designation, Address and Phone Numbers of Authorized Signatory, who shall also be the point of contact/communication for the Applicant:

    (a) Name :
    (b) Designation :
    (c) Company :
    (d) Address :
    (e) Telephone Number :
    (f) Mobile No :
    (g) E-Mail Address :

Individual/ Authorized Signatory

Place:

Date:

Annexure 4
Undertaking (Security & Integrity) on Applicant/Bidder Letter head

1. We certify that in regard to matters other than security and integrity of the country, we have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which would cast a doubt on our ability to manage the plant set up in the leased land when it is Leased out or which relates to a grave offence that outrages the moral sense of the community.

2. We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by a Court of Law for any offence committed by us or by any of our sister concerns.

3. We undertake that in case due to any change in facts or circumstances during the pendency of the Lease process, we are attracted by the provisions of disqualification in terms of the subject guidelines; we would intimate the MD-UPSSCL of the same immediately.

4. We also certify that we have not been disqualified from participating in the disinvestment/PPP/Lease processes either by Government of India or any of the State Governments.

Yours Faithfully

(Individual/ Authorized Signatory)
On behalf of the Company/ Individual/ Proprietary Firm/ Partnership Firm/ Trust/ Society

Annexure 5
Certified copy of the Board resolution

(On the letter head of the Applicant/Bidder)

"**RESOLVED THAT** approval of the Board be and is hereby granted to submit the Technical Bid and Financial Bid, and all the supporting documents for developing the Ethanol Plant on the 20 acres of land owned by UPSSCL on "as is where is" basis under Concession cum Lease Arrangement.

RESOLVED FURTHER THAT Mr. _____________ (name), _________ (designation) be and is hereby authorized to represent the Applicant/Bidder before UPSSCL for all purposes with regard to this bidding process, sign all the bidding/transactional documents and submit them before the appropriate authority and do any other acts as required.

Director or Company Secretary of Applicant/Bidder

Name:

Signature:
(Seal)

Annexure 6
Format for Power of Attorney for Signing the Technical Bid and Financial Bid

(Duly attested by the notary public for signing in case of an Applicant other than Individual)

<On the Stamp Paper >

Power of Attorney

Know all men by these presents on this the ___day of ____________________, 2026, we ……………..……………………………………… (name and address of the registered office) do hereby constitute, appoint and authorize Mr./Ms……… ……………………… (name and residential address) who is presently employed with us and holding the position of ……………………………… ……………………………………………. as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our Technical Bid and Financial Bid for developing Land of UPSSCL under Concession cum Lease Arrangement (the **Transaction**), including signing and submission of all the documents and providing information / responses to UPSSCL , representing us in all matters before GoUP/ UPSSCL , and generally dealing with UPSSCL in all matters in connection with our bid for the said Transaction.

We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us.

For ___________________________

Accepted

(Name of Company/Trust/Society)
and Common Seal of the Company

………….. (Signature)
(Name, Title and Address of the Attorney)

Date:
Place:

(Notary)
(Should sign on the same date as above)

Annexure 7
Format for Power of Attorney for Lead Member of Consortium

(On a Stamp Paper and duly attested by notary public)
Power Of Attorney

Whereas UPSSCL has invited expression of interest and supporting documents from interested parties for developing the approximate 20 Acres of land of Chhata Sugar Company Limited, Chatta, Mathura of UPSSCL individually under Concession cum Lease Arrangement.

Whereas, the members of the Consortium are interested in expressing their interest in bidding for developing the approximate 20 Acres of land of Chhata Sugar Company Limited, Chatta, Mathura of UPSSCL under Concession cum Lease Arrangement ("**the Transaction**") in accordance with the terms and conditions of the Technical Bid and other connected documents including Financial Bid in respect of the Transaction, and

Whereas, it is necessary under the Tender Document for the members of the Consortium to designate one of them as the Lead Member with all necessary power and authority to do for and on behalf of the Consortium, all acts, deeds and things as may be necessary in connection with the Consortium's participation in the Transaction.

NOW THIS POWER OF ATTORNEY WITNESSETH THAT;

We, M/s. ---------------------------, M/s -------------------------- M/s. -------------------------, and M/s………………………………….. (the respective names and addresses of the registered office) do hereby designate M/s………………….—————————————— …………being one of the members of the Consortium, as the Lead Member of the Consortium, to do on behalf of the Consortium, all or any of the acts, deeds or things necessary or incidental to the Consortium's expression of interest for the Transaction, including submission of application / proposal, participating in conferences, responding to queries, submission of information / documents and generally to represent the Consortium in all its dealings with UPSSCL, any other Government Agency or any person, in connection with the transaction until culmination of the process of bidding.

We hereby agree to ratify all acts, deeds and things lawfully done by the Lead Member pursuant to this Power of Attorney and that all acts deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us/Consortium.
Dated this the ……Day of …….2026

…………………………………
(Executants)
(To be executed by all the members of the Consortium)

Common Seal
Place:
Accepted
………….. (Signature)
(Name, Title and Address of the Lead Member / Attorney)
(Notary)
(Should sign on the same date as above)

Annexure 8
Format for Memorandum of Understanding for the Consortium

This Memorandum of Understanding (“MoU”) entered into this ___day of_______ 2021 at _______

Between

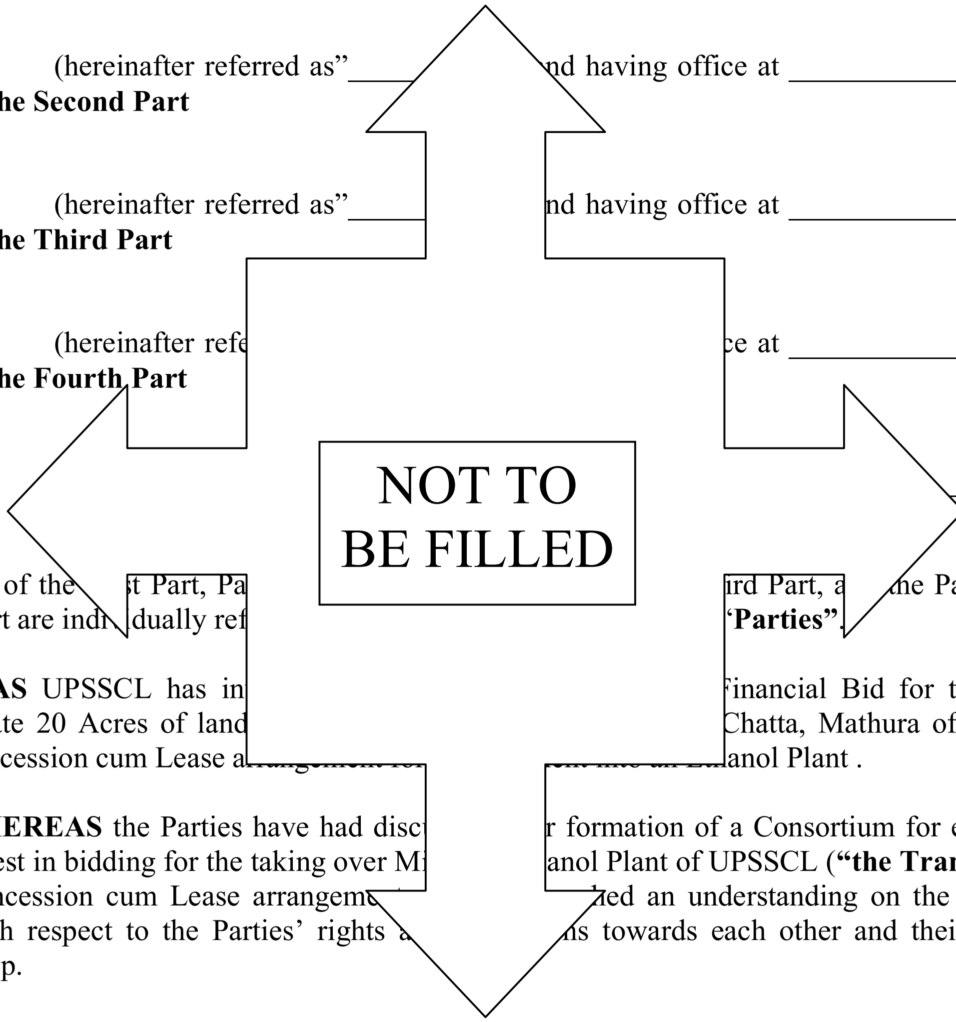
(hereinafter referred as”__________”) and having office at ______________, India
Party of the First Part

AND
(hereinafter referred as”______ nd having office at ______________, India
Party of the Second Part

AND
(hereinafter referred as”______ nd having office at ______________, India
Party of the Third Part

AND
(hereinafter refe ce at ______________, India
Party of the Fourth Part

AND
__, India



The Party of the st Part, Pa ird Part, a the Party of the Fourth Part are indi dually ref **‘Parties”**.

WHEREAS UPSSCL has in Financial Bid for transfer of approximate 20 Acres of land Chatta, Mathura of UPSSCL under Concession cum Lease a anol Plant .

AND WHEREAS the Parties have had disc r formation of a Consortium for expressing their interest in bidding for the taking over Mi anol Plant of UPSSCL (**“the Transaction”**) under Concession cum Lease arrangem hed an understanding on the following points with respect to the Parties’ rights a ns towards each other and their working relationship.

IT IS HEREBY AS MUTUAL UNDERSTANDING OF THE PARTIES AGREED AND DECLARED AS FOLLOWS:

That the Parties have formed this Consortium (“Consortium”) with the shareholding commitments expressly stated in this MoU.

1. That M/s ____________whose is a Lead Member, shall invest and continue to invest in at least 26% of the Interest of the Consortium, up-to a period of 3 year from the date of Lease Deed to be executed by UPSSCL. M/s ________ shall, as a Lead Member, represent the Consortium on behalf of all members of Consortium. All acts, deeds and things done by

aforesaid Lead Member shall and shall always be deemed to have been done by all members of Consortium. The investment by the other Members of the Consortium shall be as under :
………………….
………………….
………………….

2. That the shareholding commitments shall be recorded in this MoU and no changes shall be allowed thereof, except in accordance with provisions as laid down in Tender Document and Lease Agreement.

3. That the Parties shall carry out all res... ies as agreed upon in terms of the Lease Deed, Transfer of Possession over the ... Assets Agreement, Technical and Financial Bid.

4. That the Parties shall b... dance with the terms of the Lease Deed and Transfe... s Agreement.

5. That this MoU shall b... aws of India and courts in ___________ shall ha... disputes arising from the terms he...

6. That ... ______ for participa...

7. That we will constitute a... bidder in the process.

NOT TO BE FILLED

In witness whereof the Parties ... accurate and true and have caused this MoU to be duly exe... mentioned.

………………….
(Party of the First Part)

………………
(Party of the Second part)

……………
(Party of the Third Part)

……………
(Party of the Fourth Part)

Witnesses:

1.
2.

Note: The members of consortium may add any other terms and conditions as may be mutually decided by them and which are not inconsistent with the terms & conditions mentioned above.

Annexure 9
Board of Resolution - Consortium
(On the letter head of the each consortium member)

FORMAT FOR BOARD RESOLUTION FOR COMPANIES (if they are members)

"**RESOLVED THAT** approval of the Board b[illegible]d is hereby granted to form and join the Consortium with____________, ________, [illegible]_, and _________ (names and addresses of the Consortium members) for submitting [illegible] Bid and Financial Bid and supporting documents to develop the ___ Sugar Mill and [illegible] Plant of UPSSCL under Concession cum Lease Arrangement (**"the Transaction"**) pursu[illegible] Technical and Financial Bid dated…… issued by UPSSCL.

"**RESOLVED FURTHER TH**[illegible]erstanding ("MoU") to be entered into with the Consortium [illegible] by the Chairman is tabled in the meeting) be and is hereby a[illegible]

"**RESOLVED FUR**[illegible]**ER THA**[illegible]___ (desig[illegible]tion) be and is hereby authorized [illegible] members.

NOT TO BE FILLED

(For an ordi[illegible]

RESOLVED FUR[illegible]**ER THAT**[illegible]___ (desig[illegible]ion) be and is hereby authorized to [illegible]xecute a [illegible]______ to act as the Lead Member and provide all the infor[illegible]mpany to participate in the bidding process as a member of t[illegible]

(For the Lead Member of the Consortium)

RESOLVED FURTHER THAT Mr.________ [illegible] (name) ________ (designation) be and is hereby authorized to accept a Power of Attorne[illegible] by the other members of the Consortium, to act as the Lead Member and provide all [illegible]cuments required from the Company to participate in the bidding process as a me[illegible]onsortium, to represent the Consortium before UPSSCL for all purposes with regard to th[illegible]ng process, sign all the bidding documents and submit them before the appropriate authority an[illegible]o any other acts as required.

Annexure 10
Eligibility Criteria

Financial Capability of an Applicant

Name of Member: % Shareholding in the Consortium

1
2
3
4

Lead Member: ------------------------------------

S. No.	**Financial information in Rupee (**equivalent, with exchange rate, at the end of concerned year)	Member 1 (AY*)	Member 2(AY*)	Member 3(AY*)	Member 4(AY*)	**Weighted Average**
1.	**NETWORTH**					
A	Paid up Equity					
B	Reserves					
C	Revaluation Reserves & Special Reserves if any					
D	Accumulated Losses (if any)					
E	Miscellaneous Expenditure not written off					
	Net Worth = (Paid up equity + Reserves) - (Revaluation Reserves + Accumulated Losses + Miscellaneous Expenditure not Written Off)					

* Audited Accounting Year should not have ended earlier than 31st March 2025.
** The above formulae shall be suitably modified, in case the applicant is an individual or a Proprietary Firm or a Partnership Firm or a Trust or a Society, as provided in clause 2.4.2.

Whether Lead member satisfies proportionate Net Worth Criteria i.e. Net Worth of Lead Member > 10.00 Crores * stake in consortium: (Yes / No)

Note:

1. This information should be extracted from the Audited Annual financial Statement/ Balance Sheet, which should be enclosed, and this response sheet shall be certified by the Statutory Auditor/ Chartered Accountant of the Applicant/Bidder.
2. The Applicant should provide the Financial Capability of its own or weighted average of the Consortium members. In computing the eligibility criteria of the Applicant / Consortium members. In computing the eligibility criteria of the Applicant/ Consortium Members, the Net Worth of their respective Associates/Group Companies may also be included as per clause 2.4.1
3. In Role of Member specify whether Single Applicant, or in case of Consortium specify whether Lead Member or Member.

Annexure 11
Undertaking by Group Companies/ Associates

UNDERTAKING on the letter head of the Flagship Company

(*As required by Clause 3.4 (1) of the TECHNICAL BID*)

TO WHOMSOEVER IT MAY CONCERN

We have read and fully understood the terms and conditions of the Tender Document for transfer of approximate 20 Acres of land of Chhata Sugar Company Limited, Chatta, Mathura of UPSSCL (Mill) under Concession cum Lease Arrangement.

We hereby acknowledge and confirm that we are the Flagship Company of the ___ *(name of the group)* ________ whereof the (*name of the Applicant)* is one of the constituent Companies/ Shareholder of the Company.

We hereby acknowledge, confirm and undertake that we shall extend any and all necessary financial support to (*name of Applicant)* and shall, furthermore, be jointly and severally responsible for the fulfillment of any and all obligations of the *name of Applicant* towards its successful participation in the Concession cum Lease Arrangement of Mill (Transaction) and for the successful completion thereof, including all obligations as may be incidental and consequential to the Transaction. We further undertake to continue such financial support undertaken till the satisfactory completion of all the obligations undertaken by the Applicant Company.

Furthermore, we understand and acknowledge that on any breach of the obligations undertaken, the fulfillment whereof is required from us as per the instant undertaking or *name of the Applicant* in the course of the Transaction, the *name of the Applicant* shall be disqualified from the Transaction at the discretion of the UPSSCL and we shall be responsible jointly and severally for the consequences of such breach.

Dated:

Signature of the Authorized Signatory

Enclosed*: Necessary Board Resolution supporting the Undertaking shall be provided* .

Annexure 12
Preliminary Information Memorandum

Details of Mill

Particulars	C
District	**Mathura**
Year of Establishment	1977
Installed Capacity (TCD)	2500
Closed in	2009
No of Employees	Nil
Land Area	Approximately 20 Acres
Details of other Assets: **1. Factory Buildings** **2. Residential Buildings** **3. Plant & Machinery** **4. Trees** **5. …**	1, 2, 3 Nil. 4-Trees to be assessed

Annexure13
Authorization letter (On Letter Head of Applicant/Bidder)

To,

Managing Director,
U.P. State Sugar Corporation Limited.
VIPIN KHAND, GOMTI NAGAR, LUCKNOW-226010

Sub: Authorization of the Due Diligence Team

Sir,

1) Kindly refer to your letter no. …………………. dated ……….. inviting us for the tender for Concession cum Lease Process. In this context we are required to undertake Due Diligence & Site visits of the Sugar Mills Land of UPSSCL. We undertake to abide by the Data Room rules as per Annexure-15 of Technical Bid document.

Due Diligence Team

2) We authorise the following persons to visit the data room allocated to us and review the information as a part of the due diligence exercise.

    1) ….
    2) ….
    3) ….
    4) ….

Site Visit Team

3) We authorise the following persons to visit...Mill (Name of Sugar Mill) of UPSSCL and review the information as a part of the due diligence exercise.
    1) ….
    2) ….
    3) ….
    4) ….

We request you to provide any assistance and your full cooperation in the due diligence exercise.

For …………………………….

Signature of Authorised Person
Name:
Address:

Annexure 14
Data Room Rules

The rules set forth below regulate the terms of use of the facilities and documents made available in the Data Room.

CONFIDENTIALITY

- Access to, and review of, the documents contained in the Data Room or received in the course of the due diligence process is entirely subject to the Confidentiality Agreement which was entered into between The Applicant ("you"), UPSSCL (the "Company") and GoUP.
- Each member of your team and your advisors would be bound by the terms of the aforesaid agreement and will be required to confirm their acceptance to the same prior to entering the Data Room

TIME FRAME

- The Due Diligence will be for the period till the last date of submission of RFP.
  - The due diligence shall include access to data room and plant visits.
  - The data rooms will contain:
    - Information on various schedules supporting P&L and Balance Sheet for each mill and for UPSSCL
    - Summary of the pending litigation against UPSSCL, and/or its employees
    - Summary of information on the labor and the land assets being owned by each mill
    - Information on the pending VRS liability of Mill(s) of UPSSCL
    - Other Detailed Information
  - The plant sites will contain:
    - Ledger Balances supporting the Schedules
  - The Applicants will be encouraged to access information at both the above locations.
- The plant visits shall be only be allowed for Applicants carrying an Authorization letter, which are being issued by UPSSCL along with this RFP
- An Applicant is free to use at its discretion the time judiciously between the Data Room and site visits. However a prior intimation to the General Manager of the Mill at least 2 days in advance is required.
- Each Applicant shall have a Data Room allocated to it which will be open for all week days except Sunday and National Holidays.
- The Data Room will open at 10:30 a.m. and close at 5:00 p.m.

LOCATION

The Data Room is being maintained at the following addresses:

Managing Director,
U.P. State Sugar Corporation Limited.
VIPIN KHAND, GOMTI NAGAR, LUCKNOW-226010

ACCESS

- Prior to entering the Data Room, you must send a complete list of people who will visit the Data Room along with their contact numbers and e-mail addresses. Only persons who have been previously confirmed to UPSSCL will be admitted to the Data Room. The due diligence team will have access to the Data Room daily on dates and time mentioned above. For confidentiality reasons, the Data Room will be locked at other times. When entering or leaving the Data Room, participants shall enter their names in a presence list.
- Prior to entering the Data Room visitors shall identify themselves to the Data Room in charge.
- Team members are requested to restrict themselves to the data room and not interfere in the daily activities.

PROCEDURE Data Room in Charge

- There will be a Data Room in charge (Coordinator) for each of the Data Rooms. The names for the same will be provided in the Management meeting.
- The Data Room in charge will be present during opening hours at the Data Room. Data Room participants must comply with instructions given by the Data Room in charge. In particular, participants shall comply with any request by the Data Room in charge to leave the Data Room should it be necessary for any reason. The primary duty of the Data Room in charge is to supervise the Data Room and to handle questions of administrative nature. The Data Room in charge is not authorized to provide any material answers or explanations regarding the contents of the documents contained in the Data Room.

Documentation

- Documents contained in the Data Room must not be removed from the Data Room without explicit permission of the Company.
- Documents in ring binders and/or hard bound must not be removed.
- Documents must not be marked, altered, modified, varied (including varying the sequence thereof), damaged or destroyed in any way.
- Documents contained in the Data Room must not be copied without explicit prior permission of the Company in writing.
- Data Room visitors are permitted to make manuscript notes and to use mobile phones (without digital cameras), calculators and personal computers.

Primary Contact Individual

- On the first day of Data Room access, please provide the representative of with a contact person, i.e. the Primary Contact Individual, representing your due diligence team. All communication (including due diligence questions) will exclusively be handled through your appointed Primary Contact Individual.

Questions

- Any other questions should be gathered and consolidated within your due diligence team. The questions may be provided at www.upsugcorp.in (before 5pm (IST) each day).
- The Company will review the questions and will decide on a case-by-case basis whether answers are to be provided.
- And the Company would try to provide the answers to such questions within 5 working days of the query. The answer to any such query shall be made available to each Applicant.

Copy Requests

- Requests to receive copies of specific Data Room documents shall be directed to the Coordinator before 5:30 pm (IST) each day.
- The Coordinator will decide on a case-by-case basis whether the respective copies will be provided.
- Documents containing customer or employee information as well as key contracts will not be copied.
- If found relevant, the copy shall be made available to all applicants.

Meeting Requests

- The Due diligence exercise shall begin with a meeting with the management of UPSSCL.

Clarification Meetings

- Meetings shall be held weekly on each Monday (during the diligence period) at the address mentioned below. The Applicants are requested to attend each of these meetings and seek any clarification during such meetings.

  Managing Director,
  U.P. State Sugar Corporation Limited.
  VIPIN KHAND, GOMTI NAGAR, LUCKNOW-226010

CONFIDENTIAL INFORMATION

- Certain documents in the Data Room contain non-public information that is subject to confidentiality undertakings or legal confidentiality restrictions such as data protection regulations. In order to comply with such restrictions and ensure confidentiality, the following measures have been taken:

- in certain documents, the names of the parties, and in certain cases other information, have been blackened;
- certain documents which contain highly sensitive information have been excluded from the Data Room; access to these documents may be given at a later stage of the due diligence process and upon explicit authorization by the Company

NO COMMITMENT

- Any written or oral information or representation supplied or made in connection with the use of the Data Room or any investigation or negotiations for the acquisition of the Company shall not be considered as constituting an offer or invitation for the sale of any securities or assets, and shall not be considered as forming the basis of any future contract to be entered into with the shareholders of the Company.

NO REPRESENTATION OR WARRANTY

- No representation or warranty, expressed or implied, is made as to the accuracy or completeness of the information disclosed in the Data Room or in any other written or oral communication transmitted or made available;
- Nothing contained in the Data Room is, or shall be relied upon as, a promise or representation, whether as to the past, current or future performance of the Company;
- Only those representations and warranties made in a final and written agreement between a prospective Developer and the shareholders of the Company, and subject to such limitations and restrictions as may be provided in such agreement, shall have any legal effect;
- The Company reserves the right to modify or amend the present procedures and the timetable at any time on their discretion.

Annexure 11-A
Confidentiality Agreement

An Agreement is made on this ___the day of _________________, 2026 between;

U.P. State Sugar Corporation Limited., having its registered office at Vipin Khand Gomti Nagar, Lucknow (hereinafter referred to as **"UPSSCL"** which expression shall, unless repugnant to the context in which it is used, include its successors, affiliates and administrators) of the FIRST PART

And;

ABC Limited, a company incorporated under the Companies Act, 1956 and having its registered office at _________ (hereinafter referred to as **"ABC"** which expression shall, unless repugnant to the context in which it is used, include its successors and administrators) of the SECOND PART;

And;

WHEREAS UPSSCL possesses certain non-public, confidential and/or proprietary information relating to the sugar business (the '**Business'**) of UPSSCL, and which information it proposes to disclose to **ABC** (the'**Confidential Information**') in written text and/or oral communication and/or site visits etc so as to enable **ABC** to evaluate a potential alliance with/investment in/acquisition of the Business (the **'Permitted Use'**);

The **Confidential Information** means all information, concerning the business, operations, prospects, finances, or other affairs of UPSSCL. It includes, but is not limited to, documents delivered in connection with the Technical Bid and Financial Bid and the information packets, information concerning business activities, products, specifications, data, know-how, compositions, designs, sketches, photographs, graphs, drawings, research and development, marketing or distribution methods of process, customers list, customer requirements, price list, market studies, computer software and programs, database technologies, systems, structures and architectures, historical financials and budgets, future Projections, names and background of the personnel, and personnel training techniques.

NOW, THEREFORE, in consideration of the mutual promises contained herein **UPSSCL** and **ABC** hereby agree as follows:

1. **ABC** agrees to hold the Confidential Information in strict confidence in accordance with the provisions hereof. Such information may be in any form including but not limited to written or printed information or information in electronic form, data, studies, consultants reports, trade secrets, Proforma and other financial and trade/commercial information, computer models and programs, contracts, plant designs and configurations, plant performance data or other material of any kind or nature in whatever form.

2. Without the prior written consent of UPSSCL or except as otherwise provided herein, **ABC** will not: (**i**) distribute or disclose to any other person any of the Confidential Information; (**ii**) permit any other person to have access to the Confidential Information; (**iii**) use the Confidential Information for any purpose other than the Permitted Use; or (iv) make multiple copies of the Confidential Information beyond what is immediately required under the Permitted Use within the preview of this Agreement; or (**v**) disclose to any other person (**a**) that discussions, investigations or negotiations are taking place concerning a possible

transaction between the Parties, or (**b**) the terms, conditions, status or other facts regarding a possible transaction between the Parties, or (**c**) that **ABC** has received the Confidential Information from UPSSCL, or **(d)** the details and/or contents of any evaluation that **ABC** might undertake of the Business for the Permitted Use. Notwithstanding the above, UPSSCL agrees that **ABC** may disclose the Confidential Information, and portions thereof to **ABC'** directors, officers, employees, representatives and advisors of **ABC** (collectively, "Representatives") who need to know such Confidential Information for the purpose of evaluating a possible alliance between the Parties. It is understood that **ABC** will inform its Representatives of the confidential nature of the Confidential Information and will require its Representatives to be bound by this Agreement and not to disclose the Confidential Information to any other person. **ABC** agrees to be responsible for any breach of this Agreement by its Representatives. As used in this Agreement, the term "person" shall be broadly interpreted to include, without limitation, any corporation, company, partnership or individual.

3. In the event that **ABC** is required by law in any judicial or governmental proceeding or otherwise to disclose any Confidential Information, **ABC** will give UPRCGVN prompt written notice of such request so that UPSSCL may seek a protective order or appropriate remedy. If, in the absence of a protective order, **ABC** determines, upon the advice of an appropriate legal counsel, that it is required to disclose such Confidential Information, it may disclose such Confidential Information only to the extent compelled to do so; provided, however, that **ABC** gives UPSSCL written notice of the portion of Confidential Information to be disclosed as far in advance of the disclosure as is practicable and uses its best efforts, at **ABC'** expense, to obtain assurances that confidential treatment will be accorded to such Confidential Information.

4. All Information shared shall be deemed to be confidential. Confidential Information does not however include information that **ABC** can reasonably prove, falls within any of the following: (**i**) information that either is legally in **ABC'** possession or publicly available to **ABC** prior to the disclosure of such information hereunder; (**ii**) information that, subsequent to its disclosure hereunder, becomes publicly available to **ABC** without any violation of this Agreement; (**iii**) information that becomes legally available to **ABC** on a non-confidential basis from any third party, the disclosure of which to **ABC** does not, violate any contractual or legal obligation such third party has to UPSSCL with respect to such information

5. Should **ABC** decide not to proceed with the Transaction, then it shall not disclose to any party **(a)** the reasons for its choosing not to proceed with the Transaction; or **(b)** the fact that it evaluated the Business; or **(c)** any details of **ABC'** analysis and/or its views and/or its expert opinions on the attractiveness of the Business.

6. For the purposes of complying with the obligations set forth herein, **ABC** shall use efforts fully commensurate with those that it employs for the protection of its own privileged and confidential information.

7. No license expressed or implied in the Confidential Information is granted to **ABC**, hereby.

8. UPSSCL make no representation or warranty, express or implied, as to the accuracy or completeness of the Confidential Information. Neither UPSSCL, nor any of its respective

affiliates, employees, agents or controlling persons shall have any liability to **ABC** or any other person, resulting from **ABC'** use of the Confidential Information.

9. It is understood that this Agreement is only for sharing of information and does not obligate **ABC** or **UPSSCL** to enter into any further agreement, with respect to any matter arising out of or pertaining hereto.

10. **ABC** agrees that the Confidential Information is and shall at all times remain the property of UPSSCL and is material to the interests, business and affairs of UPSSCL and that the disclosure thereof (other than as permitted under this Agreement) would be detrimental to the interests, business and affairs of UPSSCL. No use of such Confidential Information is permitted except as otherwise provided herein and no grant under any of Company's intellectual property rights is hereby given or intended, including any license (implied or otherwise).

11. Should **ABC** decide not to proceed with the Transaction or upon the request of UPSSCL, **ABC** will return or destroy all Confidential Information and any notes, correspondence, analyses, documents or other records containing and/or derived from any/all Confidential Information, including all copies thereof, then in the possession of **ABC** or its representatives. Such return/destruction, however, does not abrogate the continuing obligations of **ABC** under this Agreement.

12. The obligations of **ABC** to comply with the provisions contained herein shall continue for a period of 2 (two) years commencing upon the date hereof.

13. Without prejudice to any other rights or remedies that **UPSSCL** may have, **ABC** acknowledges and agrees that money damages would not be an adequate remedy for any breach of this Agreement and that UPSSCL shall also be entitled to the remedies of injunction, specific performance and other equitable relief for any threatened or actual breach of this Agreement.

14. It is understood and agreed that no failure or delay by **UPSSCL** in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any right, power or privilege hereunder.

15. ABC agrees to indemnify the UPSSCL from and against any damages, loss, cost or liability arising out of any unauthorized use or disclosure by ABC.

16. ABC shall not deal with any officer, Director or employees of UPSSCL regarding the business and operations other than in the manner specified herein.

17. This Agreement shall be governed and construed in accordance with the laws of India.

18. For the purpose of this Agreement the word "Transaction" means……….

IN WITNESS WHEREOF, each of the Parties has caused this Agreement to be executed by its duly authorized officer as of the date first written above.

For and on behalf of ABC **For and on behalf of UPSSCL**

By: ______________________
Name: ______________________
Title: ______________________
Date: ______________________

By: ______________________
Name: ______________________
Title: ______________________
Date: ______________________

Annexure 16
Undertaking jointly by Bidder and SPV

On Rs.100/- stamp paper

This Deed of Undertaking cum Indemnity is executed on this ….. day of ….., 2026 at ……….

By

………….. , a company incorporated under the Companies Act, 1956 and having its registered office at ………………….. (hereinafter referred to as "........" which expression shall, unless repugnant to the context or meaning thereof, include its successor or successors in business and assigns)

And

……………., a company incorporated under the Companies Act, 1956 and having its registered office at …………………. (herein after referred to as "………" which expression shall, unless repugnant to the context or meaning thereof, include its successor or successors in business and assigns)

In favour of

U.P. State Sugar Corporation Limited., having its registered office at Vinay Khand, Gomti Nagar, Lucknow- 226001, (hereinafter referred to as "UPSSCL" which expression shall, unless repugnant to the context or meaning thereof, include its successor or successors in business and permitted assigns)

Whereas UPSSCL, is a Govt of UP Corporation(hereinafter referred to as the "Corporatin")

AND WHEREAS, UPSSCL, with an intention to transfer of approximate 20 Acres of land of Chhata Sugar Company Limited, Chatta, Mathura, under Concession cum Lease Arrangement through the competitive bidding process, had invited Technical Bid and Financial Bid from interested parties in terms of the Tender Document issued on .... as modified from time to time;

AND WHEREAS, ..., being interested in developing an ethanol plant in approximately 20 acres f land of Chhata Sugar Company, Chhata, Mathura, UP have submitted its Technical Bid and Financial Bid as sole Applicant to develop the Mill under Concession cum Lease Arrangement.

AND WHEREAS after evaluating all the proposals received by UPSSCL from interested parties, UPSSCL accepted the proposal submitted by ………….., for transfer of Land on Concession cum Lease Arrangement on "as is where is basis" for the consideration and upon the terms and conditions set-out in the Lease Deed and Transfer of Possession over the Land and Assets Agreement to be executed.

AND WHEREAS, ……………., being the selected bidder for taking the Land on Concession cum Lease Arrangement, requested UPSSCL to allow it to take over the Land under Concession cum Lease Arrangement through and in the name of its wholly-owned subsidiary and Special Purpose Vehicle ("SPV") namely, ……………….., incorporated for the purpose.

AND WHEREAS UPSSCL agreed to the said request of ………….., Subject to ……….. and .... binding themselves by an Undertaking cum Indemnity as hereinafter laid down.
In consideration of UPSSCL agreeing to the said request and allowing ...., to develop the Land under Concession cum Lease Arrangement through and in the name of ...., ……………. and ………………. hereby agree and undertake as under:

1. It is declared and undertaken that .... is and shall continue to be the wholly owned subsidiary of .... and shall do the business of taking over, developing and operation of an Ethanol Plant as a Special Purpose Vehicle.

2. It is irrevocably and unconditionally agreed that the .... shall assume all the rights of .... under the Lease Deed, Transfer of Possession over the Land and Assets Agreement and other documents to be executed between UPSSCL and ………., and shall perform all its functions and duties in terms of the said documents.

3. It is undertaken that .... shall always be bound by all the terms and conditions of the Lease Deed, Transfer of Possession over the Land and Assets Agreement and the Tender Documents and shall not commit any breach thereof.

4. ………….. undertakes and confirms that as the original bidder it shall continue to be liable to UPSSCL till all the terms and conditions of the Tender Document and Lease Deed and Transfer of Possession over the Land and Assets Agreement are fulfilled to the satisfaction of UPSSCL.

5. ……… and .... agree to indemnify UPSSCL for any loss or damage it may suffer on account of the Mill being taken over for developing the Land into Ethanol Plant under Concession cum Lease Arrangement through and in the name of the ……… instead of in the name of ………

IN WITNESS WHEREOF this Undertaking cum indemnity has been executed by ……. and .... on the day, month and year first above written.

Signed and delivered by
………………………….,
by the hand of Mr……..……
its ……………. And Authorised signatory

Signed and delivered by
………………………….,
by the hand of Mr……..……
its ……………. And Authorised signatory

ANNEXURE 17

FINANCIAL BID FOR APPROXIMATE 20 ACRES OF LAND OF CHHATA SUGAR COMPANY LIMITED, CHHATA, MATHURA FOR DEVELOPING A GRAIN/MOLASSES BASED(DUAL MODE) MINIMUM 120 KLPD ETHANOL PLANT

To
Managing Director,
U.P. State Sugar Corporation Limited.
VIPIN KHAND, GOMTI NAGAR, LUCKNOW-226010

<u>Sub: Financial Bid For Concession cum Lease arrangement of</u> approximate 20 Acres of land of Chhata Sugar Company Limited, Chhata of UPSSCL

Sir,

We have perused the PIM and other details and are ...ested in taking over **approximate 20 Acres of land of Chhata Sugar Company Limited,** ... f UPSSCL under Concession cum Lease Arrangement.

We have read and understood the entire content... ender Document, and it would be deemed that by submitting the Application, we warrant t...

1. Have made a complete and careful ex... of the Tender Document; and
2. Have independently v... PIM and during the due diligence including th...
3. Undertake to abide by... ment including those laid down in clauses in Ch...
4. Have visi... Sugar M... e assets v... Land, Plant & Machi...

Our Offer is as ...

NOT TO BE FILLED

Competi...			...d
Annual Lea... Rent for ... Year		...um ...vill ...nd	A = ₹_____ Crore
Revenue Share	Ethanol	...ble	B = ₹_____ per liter
Produceable Ethanol	3.96 Cro...	...ters	C = _____ Crore Bulk Liters
Total Revenue to Corporation =A+B...			Rs. --.---

Our offer is exclusive of all:

i. Taxes including Stamp Duty, GST et ce...
ii. Incidentals and overheads.
iii. Travelling and related expenses.

This offer is valid for a period of 270 days from the **Application Due Date**.

For ………………………..
Signature of Authorised Person
Name :
Address :
Phone/Mobile No
Email address:

Witnesses Signature
Name :
Address :

ANNEXURE 18
PROPOSED INVESTMENT PLAN
(On Letter Head of Applicant/Bidder)

To,
Managing Director,
U.P. State Sugar Corporation Limited.
VIPIN KHAND, GOMTI NAGAR, LUCKNOW-226010

Sub: Proposed Investment Plan

Sir,

We _____________ (name of the Company/ Individual/ Proprietary Firm/Partnership Firm/Trust/ Society) hereby undertake to declare that we have plans regarding development of a Grain/Molasses based (dual mode) Ethanol Plant, commercial production of which will start within 18 months. The details are as under;

Name of Plant	Installed Capacity	Tentative date of start of commercial production	Tentative investment within next 18 months (Rs. In Crores)
Ethanol Plant			
Total Investment			

We further ensure that the details of financial capabilities et cetera required as per clauses of Tender Document will be furnished by us on being declared as successful bidder. The required documents will be submitted within 7 days from the date of being declared successful.

We understand that only after satisfying our financial capabilities Lease Deed, Transfer of Possession over the Land and Assets Agreement and other Transaction Documents will be signed and possession of Land will be given.

Yours faithfully,

Individual/ Authorized Signatory

For and on behalf of