

U. P. STATE SUGAR CORPORATION LIMITED
Vipin Khand Gomti Nagar, Lucknow

Phone: 0522-2307895

Email:
upstatesugarcorporation@gmail.com

Website: www.upsugcorp.in

COMPETITIVE e-BIDDING FOR RATE CONTRACT

NAME OF WORK - Outsourcing of Laboratory operation and ETP analysis for the year 2024-25, 2025-26 & 2026-27 for Mohiuddinpur (Meerut), Pipraich (Gorakhpur)&Munderwa (Basti) units of UPSSCL.

Tender Ref. No - : Pc/SSC/Lab-ETP/2024-25/409
Dated 19.06.2024

**LAST DATE AND TIME FOR
SUBMISSION OF E-Bids** : 09.07.2024 UPTO 5.00 PM

**DATE AND TIME OF OPENING
OF ON LINE TECHNICAL e-Bids** : 10.07.2024 AT 11.00 AM

PLACE OF OPENING OF e-Bids
: U.P. State Sugar Corporation Limited
Vipin Khand, Gomtinagar
: Lucknow-226010

ADDRESS FOR COMMUNICATION : Managing Director
U.P. State Sugar Corporation Ltd.
Vipin Khand Gomti Nagar,
Lucknow-226010

e-Bid E.M.D : Rs. 50,000/- (Rs. Fifty thousand Only)

This Document Contains –44 Pages

It will be the responsibility of the e-Bidders to check U.P. Government e-Procurement website <http://etender.up.nic.in> for any amendment through corrigendum in the e-tender document. In case of any amendment, e-Bidders will have to incorporate the amendments in their e-Bids accordingly.

e-tender Document Processing Cost : Rs 2000/-+GST@18%= Rs. 2360/-

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Ref No- Pc/SSC/Lab-ETP/2024-25/409

Date: 19-06-2024

TENDER NOTICE

Online e-tender are invited from Reputed Agencies/Contractors of Govt. Department/PWD/Co-operative Sugar Federation /Sugar Corporation/Sugar Mills for following works in U.P.State Sugar Corporation Limited and its units Mohiuddinpur (Meerut), Pipraich (Gorakhpur) &Munderwa(Basti) located in Uttar Pradesh. The e-Tender documents with detailed specification/ Items, terms and conditions, etc. can be downloaded from website www.etender.up.nic.in as per details mentioned below:-

Name of Items	Technical Bid opening at	Financial Bid opening at	Tender cost +GST extra	EMD (RS.)	Starting Date of uploading of e-Tender
Outsourcing of Laboratory operation and ETP analysis for the year 2024-25, 2025-26& 2026-27 for Mohiuddinpur (Meerut), Pipraich (Gorakhpur), Munderwa (Basti) units of UPSSCL.	10.07.2024 at 11.00 AM	11.07.2024 at 4.00 PM (the date may be extended by UPSSCL and will be intimated by email to all shortlisted bidders)	Rs 2000/- +GST@18 % = Rs. 2360/-	50,000/- Rs. Fifty thousand only.	20.06.2024 at 6.55 PM

The details of submission of E-bids along with eligibility, date and time, opening of technical/ Financial bids, E.M.D., experience and other terms and conditions will be available on E-tender portal <http://etender.up.nic.in> and Sugar corporation's Website www.upsugcorp.in from 20.06.2024 at 6.55 PM to 09.07.2024 at 5.00PM from where tender documents may be downloaded by any bidder and last date of submission of e-bid is dated 09.07.2024 at 5.00 PM. The tender fee is mentioned above which is non refundable and required E.M.D. by way of RTGS of any nationalized or scheduled Bank valid for a period of 120 days from the date of opening of tender, in favour of U.P. State Sugar Corporation Ltd, payable at Lucknow will have to be deposited in original U.P. State Sugar Corporation Limited, Lucknow, before opening of Technical/Qualification bid and upload the scanned copy of the e-Bid EMD & tender fee along with the Technical/ Qualification e-Bid. E-Tender without earnest money shall be liable to be rejected. The detailed terms and conditions are given in E-Tender document.

The Managing Director, U.P. State Sugar Corporation Ltd, Lucknow reserves the right to cancel any or all bids/annul E-bidding process without assigning any reason to and decision shall be final and binding.

Managing Director

U. P. STATE SUGAR CORPORATION LIMITED
Vipin Khand Gomti Nagar, Lucknow

Phone: 0522-2307895

Email: upstatesugarcorporation@gmail.com

Website: www.upsugcorp.com

INVITATION FOR e-BIDS

Online e-bids are invited from reputed Agencies/ Bidders for Rate Contract of Outsourcing of Laboratory operation and ETP analysis for the year 2024-25, 2025-26 & 2026-27 for Mohiuddinpur (Meeut), Pipraich (Gorakhpur), Munderwa (Basti) units of UPSSCL.

1. Bidders are advised to study the tender Document carefully. Submission of e-Bid against this tender shall be deemed to have been done after careful study and examination of the procedures, terms and conditions of the tender Document with full understanding of its implications.
2. The e-Bid prepared in accordance with the procedures enumerated in ITB Clause 15 Section-I should be submitted through e-Procurement website <http://etender.up.nic.in>.
3. The tender document is available at e-Procurement website <http://etender.up.nic.in> or Sugar Corporation's website www.upsugcorp.in from 20.06.2024 at 6.55 PM. Interested bidders may view, download the e-Bid document, seek clarification and submit their e-Bid online up to the date and time mentioned in the table below:-

(a)	Date of publication of e-tender notice & availability of Tender Document	Tender Notice has been published over website http://etender.up.nic.in and Sugar Corporation's website www.upsugcorp.in . The tender Document will be available from 20.06.2024 at 6.55 PM at e-Procurement web site http://etender.up.nic.in and Sugar Corporation's website www.upsugcorp.in
(b)	Clarification start date & time	20.06.2024 from 06.55 PM
(d)	Clarification end date & time	08.07.2024 up to 5.00 PM
(e)	e-Bid submission start date & time (Submission of e-tender fee, EMD and other supporting documents in pdf /xls format)	20.06.2024 from 6.55 PM
(f)	e-Bid submission end date & Time	09.07.2024 up to 5.00 PM
(g)	Online technical e-Bid opening date & time	10.07.2024 at 11.00 AM
(h)	Online financial e-Bid opening date & time (Only of technically qualified bidders)	11.07.2024 at 4.00 PM (the date may be extended by UPSSCL and will be intimated by email to all shortlisted bidders)
(i)	Venue of opening of technical& financial e-Bids	U.P. State Sugar Corporation Ltd., Vipin Khand, Gomti Nagar, Lucknow -226010

(j)	Contact officer	Shri S K Mehra, G.M. (Project) 63890 25502 Shri M K Kulshrestha, Technical Advisor, 63890 25515
(k)	Cost of e-Bid document	Rs 2000/-+GST@18%= Rs. 2360/- (Rupees Two thousand three hundred sixty Only) (Non-refundable) to be deposited through RTGS/NEFT/Net banking
(l)	e-Bid E.M.D	Rs. 50,000/- (Rs. Fifty thousand Only) to be deposited through RTGS/NEFT/Net banking
(m)	Details of Bank for RTGS	Name of Beneficiary - UP State Sugar Corporation Ltd., Name of Bank - Union Bank of India, Branch - UP Sugar Corporation Branch Gomti Nagar, Lucknow A/c No.- 521301011031002 IFSC Code- UBIN0558664

4. The bidders need to submit the proof/cost of e-Bid document/processing as stated in the above table in either in Cash deposited in the office or through RTGS of any nationalized or scheduled Bank in favour of U.P. State Sugar Corporation Limited payable at Lucknow. The scanned copy of the RTGS receipt must be uploaded along with the e- Bids. Cost of e-Bid Document is Non-Refundable.
5. All e-Bid must be accompanied by e-Bid Earnest Money Deposit (EMD) in the form of RTGS of any nationalized or scheduled Bank valid for a period of ninety days from the date of opening of tender, in favour of U.P. State Sugar Corporation Ltd. payable at Lucknow. The scanned copy of the e-Bid EMD must be submitted along with the e-Bid and the original should be submitted to the e-Tender Committee at e-Bid opening place before opening of technical e-Bids. No Interest would be payable on e-Bid (Earnest Money) deposited with the Mill.
6. The e-Bids will be electronically opened in the presence of bidder's or their representatives, who choose to attend at the venue, date and time mentioned in the above table. An authority letter of bidder's/OEM representative will be required to be produced.
7. The Managing Director reserves the right to cancel any or all the e-Bids/annul the e-Bid process without assigning any reason thereof. The decision of Managing Director will be final and binding. In this connection no claim can be made.
8. In the event of date specified for e-Bids opening being declared a holiday then the due date for opening of e-Bids shall be the next working day at the appointed time and place.
9. All the required documents, including Price Schedule/BOQ/Financial bid should be uploaded by the e- Bidder electronically in the PDF/XLS format. The required electronic documents for each document label of Technical (Fee details, Qualification details, e-Bid Form and Technical Specification details) schedules/packets can be clubbed together to make single different files for each label

10. The Parties/ Bidders who are registered at e-Procurement portal for e-tendering with UP Electronics Corporation Ltd, 10 Ashok Marg, Lucknow-226002, would only be eligible for participating in this e-tender as well as in e-tendering system of U.P. Govt. departments. All Parties/ Bidders who have not registered themselves with UPLC Ltd. Lucknow for e-tendering till date can get their registration done by depositing a filled in form issued by UPLC Ltd, Lucknow along with registration fee for participating in this e-tender and other e-tenders of U.P. Govt. departments. The bidders, who are not having digital signature, can also get their digital signature on deposit of processing fees. The Supplier may contact the officials on phone numbers (0522) Extn. 305 & 307 09721451211 for their Registration/ Digital Signature Certificate related queries. The registration fee may also be deposited through RTGS. The details of RTGS are as under:

M/s U.P. Electronics Corporation Ltd, Lucknow
Indian Bank
Ashok Marg, Lucknow
A/C No. 772819168
IFC code- IDIB000L002
CBS code- 00527

For E-Tendering Enquiry Please Contact Following Persons

- a. Sri S. K. Mehra, U.P. State Sugar Corporation Ltd. -6389025502
- b. Sri M K Kulshrestha, U.P. State Sugar Corporation Ltd. -6389025515

U. P. STATE SUGAR CORPORATION LIMITED
Vipin Khand Gomti Nagar, Lucknow
SECTION I : INSTRUCTIONS TO BIDDERS (ITB)

(A) THE e- BID DOCUMENT

1-Cost of e-Bid

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

Histenderdocumentisavailableonthewebsite<http://etender.up.nic.in>andwww.upsugcorp.into enable the bidders to view, download the e-Bid document and submit e-Bids online up to the last date and time mentioned in e-Tender notice/e-tender document against this e-Tender. The bidders shall have to pay e-Tender document fee Rs 2,000/-+GST@ 18% (Rupees Five thousand nine hundred Only) =Rs 2360/- (Non-refundable) by RTGS payable in favour of U.P. State Sugar Corporation Ltd. payable at Lucknow. The scanned copy of the RTGS.

2-Contents of e-Bid Document

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

Invitation for e-Bid	
Section I	: Instruction to bidders (ITB);
Section II	: Conditions of E-tender/ Contract (CC);
Section III	: Special conditions;
Section IV	: Technical e-Bid;
Section V	: Financial e-Bid;

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

3-Clarification of e-Bid Document

A prospective bidder requiring any clarification of the e-Bid document may raise his/her point of clarification through the Bid Management Window after successfully login to the e-Procurement website <http://etender.up.nic.in>. The bidder may seek clarification by posting a query in the relevant window after clicking "Seek Clarification" option in the view e-tender details window for e-tender which can be selected through my tender option of e-Bid submission menu. The prospective bidder will also send e-mail of points for clarification on e-mail address upstatesugarcorporation@gmail.com. The clarification will be replied back by the U.P. State Sugar Corporation Limited through the e-Procurement website which can be read by the bidder through the "Clarification" option under Bid Submission menu. The U.P. State Sugar Corporation Limited may respond to clarifications raised by the prospective bidders on e-mail address upstatesugarcorporation@gmail.com.

4. Amendment of e-Bid Document

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

(B) PREPARATION OF e-Bid

5 Languages of e-Bid

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

6 Documents Constituting the e-Bid

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

(a) **Technical e-Bid** - Technical e-Bid will comprise of:-

- (i) **Fee Details** include copies of e-tender document processing/Cost and e-Bid Earnest Money Deposit furnished in accordance with ITB Clause 12 in PDF format.
- (ii) **Qualification Details**– includes copies of required documents as per ITB Clauses 10 and 11 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 and construction capability necessary to perform the contract and meets the criteria outlined in the Qualification Requirement and Technical Specification and fulfill all the conditions of the Contract and that the goods /ancillary services to be supplied/provided by the bidder conform to the e-Bid document and Technical Specifications.
- (iii) **e-Bid Form**– includes copy of filled in e-Bid Form as per Section-IV(A) of e-tender document in PDF format justifying that the bidder is complying with all the conditions of the Contract and Technical Specifications of the e-Bid Document as no deviation will be acceptable to the U.P. State Sugar Corporation Limited.
- (iv) **Technical Specification Details**– includes copy of filled in Technical Specifications and Qualification details as per Section-IV(C) of e-tender document in PDF format.

(b) **Financial e-Bid** – Financial e-Bid will comprise of :-

- (i) **e-Bid Form**– includes copy of filled in e-Bid Form as per Section-V(A) of e-tender document in PDF format.
- (ii) **Price Schedule** includes Price Schedule/ Details of Items in .xls/pdf format to be filled in after downloading from the e-Procurement website for this e-tender.

7-e-Bid Form

- 7.1 The bidder shall complete the e-Bid Form and the appropriate Price Schedule/ Details of Items furnished in the e-Bid document, including the Items /works to be executed and the Item rates in the format given in the e-Bid document.

8 e-Bid Price

- 8.1 The bidder shall quote in the downloaded spread sheet fill for the Price/ Item rates in Price Schedule/Details of Items/Financial Bid Outsourcing of Laboratory operation and ETP analysis for the year 2024-25, 2025-26 & 2026-27 for Mohiuddinpur (Meerut), Pipraich (Gorakhpur) and Munderwa (Basti) and units of UPSSCL which may be extended for next one year on mutual consent.
- 8.2 The price/quoted Item rates for the works shall include all taxes, statutory levies etc. and also all taxes in force from time to time. Suitable deductions for Income Tax/other taxes and levies, as applicable shall be made from the bills.
- 8.3 The quoted Item-rates should be firm and no escalation on account of any fluctuation in the market rates or any force majeure condition shall be payable/acceptable. Prices/Item-rates quoted by the bidder shall be fixed/firm during the bidder's performance of the Contract and not subject to variation on any account. The conditional e-Bid submitted shall be treated as non-responsive and rejected.

9 e-Bid Currencies

Prices/ Item-rates shall be quoted in Indian Rupees only.

10 Documents Establishing bidder's Qualification

- 10.1 Pursuant to ITB Clause 6, the bidder shall furnish, as part of its Technical e-Bid, documents establishing the bidder's qualification to perform the Contract if its e-Bid is accepted. The documentary evidence should be submitted by the bidder electronically in the PDF format.
- 10.2 The documentary evidence of bidder's qualification to perform the Contract if its e-Bid is accepted shall be as per Qualification Requirements specified in Section IV (C) of e-tender document.
- 11 Pursuant to ITB Clause 6, the bidder shall furnish, as part of its e-Bid, documents establishing the conformity to the e-Bid documents of all works / Items and services which the bidder proposes to execute/construct /supply under the contract. The documentary evidence should be in the PDF file format.

12 e-Bid Earnest Money Deposit (EMD)

- 12.1 Pursuant to ITB Clause 6, the bidder shall furnish, as part of its e-Bid, an e-Bid EMD of Rs. Fifty thousand only (Rs.50,000/-) in the form of RTGS of any nationalized or scheduled Bank valid for a period of 120 days from the date of opening of tender, in favour of U.P. State Sugar Corporation Ltd. payable at Lucknow. The scanned copy of the e-Bid EMD must be submitted along with the e-Bid and the original should be submitted to the e-Tender Committee at e-Bid opening place before opening of technical e-Bids. No Interest would be payable on e-Bid Earnest Money deposited with the Corporation.

- 12.2 The e-Bid E.M.D is required to protect the purchaser against the risk of bidder's conduct which would warrant the E.M.D's forfeiture, pursuant to ITB Clause 12.7.
- 12.3 The e-Bid E.M.D shall be in Indian Rupees and shall be in the following forms only:-
A RTGS of any nationalized or scheduled Bank in favour of U.P. State Sugar Corporation Ltd. payable at Lucknow.
- 12.4 Any e-Bid not secured in accordance with ITB Clauses 12.1 and 12.3 above shall be treated as non-responsive and rejected by the corporation.
- 12.5 Unsuccessful bidder's e-Bid E.M.D will be returned upon the written request as promptly as possible.
- 12.6 The successful bidder's e-Bid E.M.D. will be returned after submission of Security Deposit (as per clause 1 of GPWform-9, section III attached herewith) which shall be made available within thirty days of issue of work order/ letter of acceptance.
- 12.7 The e-Bid E.M.D may be forfeited: -
(a) if a bidder (i) withdraws its e-Bid during the period of e-Bid validity specified by the bidder on the e-Bid Form; or (ii) does not accept the correction of errors pursuant to ITB Clause 22.2; or (iii) modifies its e-Bid price during the period of e-Bid validity specified by the bidder on the e- Bid form or
(b) In case of a successful bidder, if the bidder fails:-
(i) To sign the Contract with the purchaser in accordance with ITB Clause 28 or
(ii) To furnish Security Deposit in accordance with clause 1 of GPWform-9, section III

13 Period of Validity of e-Bid

- 13.1 e-Bid shall remain valid up to 120 days. An e-Bid valid for a shorter period shall be rejected by the corporation as non-responsive.
- 13.2 In exceptional circumstances, the Corporation may solicit the bidder's consent to an extension of the period of e-Bid validity. The request and the response thereto shall be made in writing. A bidder may refuse the request without forfeiting its e-Bid security. A bidder granting the request will not be required, nor permitted to modify its e-Bid.

14 Format and Signing of e-Bid

- 14.1 The bidder shall prepare one electronic copy each of the Technical e-Bid and Financial e-Bid separately.
- 14.2 The e-Bid document shall be digitally signed, at the time of uploading, by the bidder or a person or persons duly authorized to bind the bidder to the Contract. The letter of authorization shall be indicated by a scanned copy of written power-of-attorney accompanying the e-Bid. All the pages/ documents of the e-Bid that are to be uploaded shall be digitally signed by the person authorized to sign the e-Bid.

15. Submission of e-Bid

The Bid Submission module of e-Procurement website <http://etender.up.nic.in> enables the bidders to submit the e-Bid online in response to this e-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 e-tender. Bidders should start the Bid Submission process well in advance so that they can submit their e-Bid in time. The bidders should submit their e-Bid considering the server time displayed in the e-Procurement website. This server time is the time by which the e-Bid submission activity will be allowed till the permissible time on the last/end date of submission indicated in the e-tender schedule. Once the e-Bid submission

date and time is over, the bidders cannot submit their e-Bid. For delay in submission of e-Bid due to any reasons, the bidders shall only be held responsible.

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

- 15.1 For participating in e-Bid through the e-tendering system, it is necessary for the bidders to be the registered users of the e-Procurement website <http://etender.up.nic.in>. The bidders must obtain a User Login Id and Password by registering themselves with U.P. Electronics Corporation Limited, Lucknow if they have not done so previously for registration. Refer to details given in Invitation for e-Bid Clause 10.
- 15.2 In addition to the normal registration, the bidder has to register with his/her **Digital Signature Certificate (DSC)** in the e-tendering system and subsequently he/she will be allowed to carry out his/her e-Bid submission activities. Registering the Digital Signature Certificate (DSC) is one time activity. Before proceeding to register his/her DSC, the bidder should first log on to the e-tendering system using the User Login option on the home page with the Login Id and Password with which registered as per clause 15.1 above.

For successful registration of DSC on e-Procurement website <http://etender.up.nic.in> the bidder must ensure that he/she should possess Class-2/ Class-3 DSC issued by any certifying authorities approved by Controller of Certifying Authorities, Government of India, as the e-Procurement website <http://etender.up.nic.in> is presently accepting DSCs issued by these authorities only. The bidder can obtain User Login Id and perform DSC registration exercise as described in clauses 15.1 and 15.2 above even before e-Bid submission date starts. The corporation shall not be held responsible if the bidder tries to submit his/her e-Bid at the last moment before end date of submission but could not submit due to DSC registration problem.

- 15.3 The bidder can search for active tenders through "Search Active tenders" link, select a tender in which is interested in and then move it to "My Tenders" folder using the options available in the e-Bid Submission menu. After selecting and viewing the tender, for which the bidder intends to e-Bid, from "My Tenders" folder, the bidder can place his/her e-Bid by clicking "Pay Offline" option available at the end of the view tender details form. Before this, the bidder should download the e-tender document and Price Schedule/Bill of Quantity (BOQ) and study them carefully. The bidder should keep all the documents ready as per the requirements of e-tender document in the PDF format except the Price Schedule/Bill of Quantity (BOQ) which should be in the XLS format (Excel sheet).
- 15.4 After clicking the "Pay Offline" option, the bidder will be redirected to the Terms and Conditions page. The bidder should read the Terms & Conditions before proceeding to fill in the Tender Fee and EMD offline payment details. After entering and saving the Tender Fee and EMD details, the bidder should click "Encrypt & Upload" option given in the offline payment details form so that "Bid Document Preparation and Submission" window appears to upload the documents as per Technical (Fee details, Qualification details, e-Bid Form and Technical Specification details) and financial (e-Bid Form and Price Schedule/Details of Items) schedules/packets given in the tender details. The details of the RTGS of UPSSCL Bank statement, should tally with the details available in the scanned copy and the data entered during e-Bid submission time otherwise the e-Bid submitted will not be accepted.
- 15.5 Next the bidder should upload the Technical e-Bid documents for Fee details (e-tender fee and EMD), Qualification details as per "ITB Clause 10 or 21", e-Bid Form as per "Section- IV(A)" and Technical Specification and Qualification details as per "Section-IV(C) and Financial e-Bid documents as per "Section-V(A):e-Bid Form" and "Section-V(B):Price Schedule/BOQ" of e-tender document. Before uploading, the bidder has to select the relevant Digital Signature Certificate. He may be prompted to enter the Digital Signature Certificate password, if

necessary. For uploading, the bidder should click "Browse" button against each document label in Technical and Financial schedules/packets and then upload the relevant PDF/XLS files already prepared and stored in the bidder's computer. The required documents for each document label of Technical (Fee details, Qualification details, e-Bid Form and Technical Specification details) and financial (e-Bid Form and Price Schedule/Item-rates) schedules/packets can be clubbed together to make single different files for each label.

- 15.6 The bidder should click "Encrypt" next for successfully encrypting and uploading of required documents. During the above process, the e-Bid documents are digitally signed using the DSC of the bidder and then the documents are encrypted/locked electronically with the DSC's of the bid openers to ensure that the e-Bid documents are protected, stored and opened by concerned bid openers only.
- 15.7 After successful submission of e-Bid document, a page giving the summary of e-Bid submission will be displayed confirming end of e-Bid submission process. The bidder can take a printout of the bid summary using the "Print" option available in the window as an acknowledgement for future reference.
- 15.8 U.P. State Sugar Corporation Limited reserves the right to cancel any or all e-Bids without assigning any reason.

16-Deadline for Submission of e-Bid

- 16.1 e-Bid (Technical and Financial) must be submitted by the bidders at e-Procurement website <http://etender.up.nic.in> not later than time 5.00 PM and the date as mentioned on page 5-6 (as the server time displayed in the e-Procurement website).
- 16.2 The U.P. State Sugar Corporation Limited may, at its discretion, extend this deadline for submission of e-Bid by amending the e-Bid document in accordance with ITB Clause 4, in which case all rights and obligations of the corporation and bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

17 Late e-Bid

- 17.1 The server time indicated in the Bid Management window on the e-Procurement Website <http://etender.up.nic.in> will be the time by which the e-Bid submission activity will be allowed till the permissible date and time scheduled in the e-tender. Once the e-Bid submission date and time is over, the bidder cannot submit his/her e-Bid. Bidder has to start the Bid Submission well in advance so that the submission process passes off smoothly. The bidder will only be held responsible if his/her e-Bid is not submitted in time due to any of his/her problems/faults, for whatsoever reason, during e-Bid submission process.

18 Withdrawal and Resubmission of e-Bid

- 18.1 At any point of time, a bidder can withdraw his/her e-Bid submitted online before the bid submission end date and time. For withdrawing, the bidder should first log in using his/ her Login Id and Password and subsequently by his/her Digital Signature Certificate on the e-Procurement website <http://etender.up.nic.in>. The bidder should then select "My Bids" option in the Bid Submission menu. The page listing all the bids submitted by the bidder will be displayed. Click "View" to see the details of the e-Bid to be withdrawn. After selecting the "Bid Withdrawal" option, the bidder has to click "Yes" to the message "Do you want to withdraw this bid?" displayed in the Bid Information window for the selected bid. The bidder also has to enter the bid Withdrawing reasons and upload the letter giving the reasons for withdrawing before clicking the "Submit" button. The bidder has to confirm again by pressing "Ok" button before finally withdrawing his/her selected e-Bid.

- 18.2 The bidder has to request the Corporation with a letter, attaching the proof of withdrawal and submission of e-Bid EMD in the office of corporation, to return back the e-Bid security/EMD as per the manual procedure.
- 18.3 No e-Bid may be withdrawn in the interval between the deadline for submission of e-Bids and the expiration of period of e-Bid validity. Withdrawal of an e-Bid during this interval may result in the bidder's forfeiture of his/her e-Bid E.M.D, pursuant to ITB Clause 12.7.
- 18.4 The bidder can re-submit his/her e-Bid as and when required till the e-Bid submission end date and time. The e-Bid submitted earlier will be replaced by the new one. The payment made by the bidder earlier will be used for revised e-Bid and the new e-Bid submission summary generated after the successful submission of the revised e-Bid will be considered for evaluation purposes. For resubmission, the bidder should first log in using his/her Login Id and Password and subsequently by his/her Digital Signature Certificate on the e-Procurement website <http://etender.up.nic.in>. The bidder should then select "My Bids" option in the Bid Submission menu. The page listing all the bids submitted by the bidder will be displayed. Click "View" to see the details of the e-Bid to be resubmitted. After selecting the "Bid Resubmission" option, click "Encrypt & Upload" to upload the revised e-Bid documents by following the methodology provided in clauses 15.4 to 15.7.
- 18.5 The bidders can submit their revised e-Bids as many times as possible by uploading their e-Bid documents within the scheduled date & time for submission of e-Bids.
- 18.6 No e-Bid can be resubmitted subsequently after the deadline for submission of e-Bids.

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

19(A) Opening of Technical e-Bid by the Corporation

- 19.A-1 The Corporation will open all technical e-Bids, in the presence of bidder's representatives who choose to attend at 11.00 PM on dated 10-07-2024 at U.P. State Sugar Corporation Ltd. Lucknow. The bidder's representative has to submit authorization letter. The bidder's representatives who are present shall sign a register evidencing their attendance. In the event of the specified date of e-Bid opening being declared a holiday for the corporation, the e-Bids shall be opened at the appointed time and place on the next working day.
- 19.A-2 The bidder's names and the presence or absence of requisite e-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.
- 19.A-3 The Corporation will prepare minutes of the e-Bid opening.
- 19 A-4 Managing Director reserves the right to postpone the date and time of opening of Technical & Financial E-Bid in unavoidable circumstances and all the bidders will be informed.

19(B) Opening of Financial e-Bid

- 19.B.1 After evaluation of technical e-Bid, the corporation shall notify those bidders whose technical e-Bids were considered non-responsive to the Conditions of the Contract and not meeting the technical specifications and Qualification Requirements indicating that their financial e-Bids will not be opened. The Corporation will simultaneously notify the bidders, whose technical e-

Bids were considered acceptable to the corporation. The notification may be sent by letter, fax or by e-mail.

19.B.2 The financial e-Bids of technically qualified bidders shall be opened on dated 11.07.2024 at 4.00 PM in the presence of bidders who choose to attend the opening of financial bid. The name of bidders, Price/Item-rates quoted for the item of work will be announced at the meeting. The date may be extended by UPSSCL and will be intimated by email to all shortlisted bidders.

19.B.3 The corporation will prepare the minutes of the e-Bid opening.

20 Clarification of e-Bid

20.1 During evaluation of e-Bid, the corporation may, at its discretion, ask the bidder for a further clarification of his/her e-Bid. Corporation may ask for additional documents from bidder in support of e-bid.

21 Evaluation of Technical e-Bid and Evaluation Criteria

The corporation will examine the e-Bid to determine whether they are complete, whether they meet all the conditions of the Contract, whether required e-tender fee, e-Bid EMD and other required documents have been furnished, whether the documents have been properly digitally signed, and whether the e-Bids are generally in order. Any e-Bid or e-Bids not fulfilling these requirements shall be rejected.

The bidders shall submit the scanned copies of following as documentary proof for evaluation of their technical e-Bids:-

21.1 The e-Bid submitted without required documentary proof shall be rejected.

1	The bidder/Tenderer has to submit the proof/cost of e-Bid document/ processing either in Cash deposited in the office or through RTGS of any nationalized or scheduled Bank in favour of U.P. State Sugar Corporation Limited, payable at Lucknow. The scanned copy of the same must be uploaded/ submit along with the e-Bid.
2	The bidder/Tenderer has to submit e-Bid Earnest Money Deposit (EMD) of Rs. 50,000.00 (Rupees Fifty thousand only) in the form of RTGS of nationalized or scheduled Bank valid for a period of ninety days from the date of opening of tender, in favour of U.P. State Sugar Corporation Limited, payable at Lucknow. The scanned copy of the e-Bid EMD must be uploaded/ submitted along with the e-Bid.
3	The tenderer/ Bidder should have appropriate experience of supply of technical manpower or technical work for two years in Sugar Mill having minimum capacity of 2500 TCD. The scanned copy of the experience certificates must be uploaded along with the e-Bid.
4	Tenderer must have registration in the GST Department & has to submit scanned copy of GST No. issued by the department and original be shown at the time of opening of tender.
5	Tenderer must have registration in the Income Tax Department & has to submit scanned copy of PAN and original be shown at the time of opening of tender.
6	Tenderer must have last 03 years Balance Sheet & has to upload scanned copy of Balance Sheet and original be shown at the time of opening of tender.
7	Tenderer must submit last 03 years average Turn Over Rs.50.00 lakh & above & has to upload scanned copy of the Turn Over and original be shown at the time of opening of tender.
8	Tenderer must submit PF department registration certificate & has to upload scanned copy of PF registration certificate and original be shown at the time of opening of tender.

9	Tenderer agency must be registered under Partnership/ proprietorship or Company Act. & has to submit scanned copy of registration certificates. All original documents of such scanned & uploaded documents & original will have to show during tender process.
10	Tenderer must submit Labour department registration certificate & has to upload scanned copy of Labour department registration certificate and original be shown at the time of opening of tender.
11	Tenderer must submit ESI registration certificate & has to upload scanned copy upload of ESI department registration certificate and original be shown at the time of opening of tender.
12	Firm/Company should have registration in PF for more than 50 persons and last two months ECR & Challan must be submitted. All original documents of such scanned & uploaded documents & original will have to show during tender process.

UPSSCL has right to verify the documents submitted by the bidder with technical bid, from the concerning authorities/organizations.

22 Financial Evaluation and Comparison of e-Bid

- 22.1 The Purchaser will evaluate and compare the financial rates of individual items quoted in the price schedule/BOQ of e-Bids of those bidders whose technical e-Bids are found responsive as per the conditions of the e-tender only for those items of the bidders which have been technically accepted by the Purchaser.
- 22.2 No additional payments shall be made for completion of any contractual obligation beyond the quoted prices. If the supplier does not accept the correction of errors if any, its e-Bid shall be rejected and its e-Bid security may be forfeited.
- 22.3 No weightage/preference shall be given to the bidder quoting any higher technical specifications against the technical specifications of the items asked in the e-tender.
- 22.4 The Purchaser's evaluation of Financial bid shall be based on basic Rate/Price quoted by Bidder. The price of incidental services, freight, insurance and other costs within India incidental to the delivery of the goods to their final destination shall be as mentioned in Para 8.2 of ITB.
- 22.5
- a) The Financial Bids will be opened by Tender Evaluation committee (TEC) in the presence of "Bidders" representatives 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.
 - b) The name of Bidder, Bid Prices etc. shall be announced at the meeting. The commercial quotes of the lowest Bidder shall be notified as lowest responsive tenderer (L1).
 - c) However, depending on the anticipated demand of the items, location of the sugar mills, capacity of the responsive bidders, reasonableness of the prices quoted by the responsive bidders, etc. it may become necessary to award parallel Rate Contracts also. Parallel Rate Contracts awarded to the responsive tenderers falling within that price band. Efforts should be made to conclude parallel Rate Contracts with suppliers located in different parts of the State. For the sake of transparency and to avoid any criticism, all such Rate Contracts are to be issued simultaneously.
 - d) Price Negotiation with the tenderers should be severely discouraged. However, in case the price quoted by the lowest responsive tenderer (L1) is not reasonable and acceptable, the price may be negotiated with L1 only and, if it reduces the price to the desired level, Rate Contract may be concluded with L1.

- e) Then the price of L1 is to be counter offered to the higher quoting responsive tenderers under intimation to L1 asking them to submit their revised tenders (financial bid) in sealed covers to be opened in public at a specified place, date and time. L1 may be specifically informed that it may, if it so desires, reduce its price and submit its revised tender (financial bid) accordingly as above. The tenderers who accept the counter offer rate or rate lower than that are to be awarded parallel Rate Contracts. If L1 lowers its rate in its revised offer, same may also be accepted with effect from that date and its Rate Contract amended accordingly.
- f) If the price of the lowest responsive tenderer (L1) is not reasonable. In that case, price negotiation may be conducted with L1 in the first instance. If L1 agrees to bring down the price to the desired level, Rate Contract may be concluded with it and that price counter offered to other responsive tenderers under intimation to L1 for further action in identical manner as indicated in the above paragraph. If, however, L1 does not agree to reduce its price in the first instance itself, then the price, which has been decided as reasonable may be counter offered to all the responsive tenderers (including L1) for further action on above lines.
- g) The tender will not be allotted to the party in respect of unit for which he may have been issued LOI for Operation & Maintenance of Plant & Machinery for the year 2024-25, 2025-26 & 2026-27
- h) Maximum two units will be allotted to a bidder.

22.6 Performance Security for Rate Contract

Selected Bidder will deposit the Rs 2,00,000.00 as performance security. After submission of Performance Security, EMD of Rs. 50,000.00 shall be refunded to Bidder.

22.7 Renewal of Rate Contracts

The existing Rate Contracts can be extended with same terms, conditions etc. for a suitable period, with the consent of the Rate Contracts holders. Rate Contracts of the firms/companies, who do not agree to such extension will be left out. Period of such extension should not be more than 12 (twelve) months. Price enhancement may be given based on labour price index.

22.8 Revocation / Cancellation of Rate Contracts

The Rate Contract (RC) can be revoked by the contractor as well as short-closed by the purchaser at any time during the currency of the rate contract through prescribed notice. Either party namely; the contractor/purchaser can legally revoke/cancel the rate contract at any time during the currency of the rate contract giving a notice of 45 (forty five) days. The revocation of the rate contract on the part of the contractor shall take effect 45 (forty five) days from the date of communication of revocation is received by the purchaser. The cancellation of the RC by the purchaser shall take effect 45 (forty five) days from the date of issue of letter notifying short-closure. The contractor shall not accept any supply orders after cancellation of the rate contract.

Contacting the Sugar mill/Corporation

- 23.1 Subject to ITB Clause 20, no bidder shall contact the sugar mill/corporation on any matter relating to his/her e-Bid, from the time of the e-Bid opening to the time the Contract is awarded. If the bidder wishes to bring additional information to the notice of the sugar mill/corporation, he/she can do so in writing.
- 23.2 Any effort by a bidder to influence the corporation in its decisions on e-Bid evaluation, e-Bid comparison or contract award may result in rejection of the bidder's e-Bid.

24 Award Criteria

- 24.1 The Purchaser will determine to its satisfaction whether the bidder(s) that is selected as having submitted the lowest rate (L-1) evaluated responsive bid meets the criteria specified in ITB Clause 10.2& 22, and is qualified to perform the contract satisfactorily.
- 24.2 Subject to ITB Clause 26, the Purchaser will award the contract to the lowest rate (L-1) evaluated successful Bidder whose bid has been determined to be responsive to all the conditions of the contract and meeting the Technical specification and qualification requirement of the Bidding Document.

25 Corporation's right to vary Quantities at the Time of Award

- 25.1 The Corporation reserves the right at the time of Contract award to increase or decrease the quantity of work originally specified in the Schedule of Requirements /Items without any change in price/Item-rates or other terms and conditions, depending upon the requirement of end-customer. The purchaser may also increase or decrease the quantity/ Items even after award of contract.
- 25.2 If any taxes/duties are increased/ decreased by the Government during the contract period, the same shall be adjusted mutually after submitting the proof by the successful bidder to the sugar mill.

26 Corporation right to accept any e-Bid and to reject any or all e-Bids

- 26.1 The Corporation reserves the right to accept or reject any e-Bid, and to annul the e-Bid process and reject all e-Bids at any time prior to contract award, without thereby incurring any liability to the affected bidder or bidders.

27. Notification of Award

- 27.1 Prior to the expiration of the period of e-Bid validity, the corporation will notify the successful bidder in writing by letter/e-mail/fax that his/her e-bid has been accepted.

28 Signing of Contract

- 28.1 At the same time as the corporation notifies the successful bidder that his e-bid has been accepted, the corporation will send the bidder the rate contract form provided in the e-bid document, incorporating all conditions of the agreement between the parties i.e. U.P. State Sugar Corporation Limited /sugar mill & successful bidder.
- 28.2 Within 07 days of receipt of the contract form, the successful bidder shall execute &sign the contract & return it to the U.P. State Sugar Corporation Limited / sugar mill.

SECTION II: CONDITIONS OF E-Tender/CONTRACT (CC)

1. ELIGIBILITY

- 1- The tenderer/ Bidder should have appropriate experience of supply of technical manpower or technical work for two years in Sugar Mill having minimum capacity of 2500 TCD.
- 2- Tenderer/ Bidder's Firm/Company should have registration in PF for more than 50 persons.

3- Last 03 years average turnover Rs. 50.00 lacs.

4- Successful bidder have to submit Rs. 2.00 Lac as DD, in the form of security, after issue of LOI. The security deposit will be refunded without interest at the time of completion of tenure of the contract.

5- Bidders networth should be positive

2. **EARNEST MONEY**

All e-Bid must be accompanied by e-Bid Earnest Money Deposit (EMD) in the form of RTGS of any nationalized or scheduled Bank valid for a period of ninety days from the date of opening of tender, in favour of U.P. State Sugar Corporation Ltd. payable at Lucknow. The scanned copy of the e-Bid EMD must be uploaded along with the e-Bid. No interest shall be payable on the earnest money. The EMD will be refunded to the successful bidder after receiving of Security Deposit of Rs. 2.00 lakhs. The EMD of un-successful bidders will be refunded after issue of LOI to successful bidder.

3. **PAYMENT**

The payment would be done on monthly basis after submission and verification of Bills.No advance payment is to be made

4. **VERIFIATION OF WORK**

Sugar Mill will verify the work done.

5. **E-BIDS OPENING**

The online tender will be received on the due date & will be opened on due date & time. The bidders are requested to remain present or to send their authorized representatives holding power of attorney on behalf of contractor at the time of opening the Technical Bid.

6. **GENERAL TERMS & CONDITIONS FOR THE WORK**

1. Tenderer should quote the rates for execution of whole Items/work. The contractor/ bidder shall quote for the entire works such that the total price/Item rates cover all the contractors obligation mentioned in or to be reasonably inferred from the tender document in respect of the smooth and successful conduct of Inauguration program. This includes all requirements under contract and the contractor's responsibilities for quality performance of the said works.
2. There will be no negotiation. Incase, it is required negotiation will be done with lowest, L1 tenderer/ Bidder only.
3. The quoted rates should be firm and no escalation on account of any fluctuation in the market rates or any force majeure condition shall be payable/acceptable.
5. The contractor must upload the experience certificate and other relevant documents with e-bid.
6. Income Tax shall be deducted from all the payments made to the contractor as per prevailing rates of the government from time to time and certificate for the amount deducted against Income tax shall be issued by the UP State Sugar Corporation Ltd./ its units whenever required by the party/contractor.
7. Conditional and incomplete e-bids shall be rejected without assigning any reason whatsoever.

8. The Managing Director, UP State Sugar Corporation Ltd. reserves the right to reject any or all the tenders without assigning any reason thereof. The corporation may allot the whole job to a single contractor or may split up, divide and distribute the works in any manner among more than one tenderers/ Bidders.
9. If the contractor whose tender is accepted fails to sign the contract bond within the period he is required to do so, the acceptance of the tender will be withdrawn and earnest money deposited with the tender will be forfeited by the U.P. State Sugar Corporation Ltd.
10. The UP State Sugar Corporation reserves the right to conclude more than one Contract for the same item.
11. The UP State Sugar Corporation as well as the contractor may withdraw the Contract by serving suitable notice to each other.
12. The UP State Sugar Corporation has the option to renegotiate the price with the rate contract holders.
13. The purchaser and the authorised users of the Contract are entitled to place work orders up to the last day of the validity of the Contract and, though work against such work orders will be effected beyond the validity period of the Contract, all such supplies will be guided by the terms and conditions of the Contract.

UP STATE SUGAR CORPORATION LIMITED

VIPIN KHAND, GOMTI NAGAR, LUCKNOW-226010

SPECIAL CONDITIONS

1. The intending Contractor /Tenderer/ Bidder shall bear all costs associated with the preparation and submission of his tender and the UP State Sugar Corporation shall in no case be liable for these costs.
2. Contractor/Tenderer/Bidder shall carefully examine the tender documents and fully conversed themselves about all the conditions and matters, which may in any way, affect the work or the cost thereof. If the contractor/tenderer/Bidder finds discrepancies or omission in the specification /Details of Items or other documents or should he be in doubt as to their meaning, he may get the clarification from authorized officer of UPSSCL during office hours on any working day before uploading his tender.
3. No alteration whatsoever be made in the text of the tender/Bid form, by the contractor/tenderer/Bidder. Any remark/deviation or explanation should be sent in a covering letter. The contract form of agreement is bound up with other documents so that the contractor/tenderer may know what their liabilities and duties are and the entire tender form should be submitted, while submitting the tender.
4. The Managing Director, UP State Sugar Corporation Limited does not bind himself to accept the lowest rate or any tender. The Managing Director reserves to himself, the right of accepting of whole or part of the tender and tenderer/contractor/bidder shall be bound to perform the same at the accepted rates.
5. The tenderer/contractor/Bidder shall comply with the provision of the Apprentice Act 1961, minimum wages Act 1948 workmen compensation Act 1923, contract labour(regulation and abolition Act 1970), payment of wages Act 1936, employer liability Act 1938, Maternity benefits Act 1961 and the Industrial dispute Act 1947 as applicable or all relevant Act prevailing during the Agreement period and the rules and regulations, all amendments issued there under from time to time. Failure to do so shall amount breach of the contract and the Managing Director, UP State Sugar Corporation Ltd./ unit head may at his discretion to terminate the contract. The tenderer/contractor/bidder shall also be liable for any pecuniary loss liability arising on account of violation by him of the provision of the Act.
6. On acceptance of the tender, the tenderer/contractor shall either himself remain available at the site of work or arrange the availability of an accredited representative (legally authorized in writing) at the site of work to receive the instructions from the unit head or his representative and to ensure prompt compliance thereof.
7. The tenderer must submit a declaration, mentioning that there is no adverse comment on his performance of the previous similar type of works carried out in other departments.

8. Scope of Work

General

The core objective is to supply and supervise manpower to handle all related activities of Laboratory operation and ETP analysis of a _____ TCD Sugar Mill as per the guidelines of UPSSCL and ensuring all instruction/circulars issued by Head office of UPSSCL time to time. It will help objective of UPSSCL by bringing a systematic, disciplined approach to all lab analysis, preparation of different types or reports and will evaluate and improve the effectiveness of sugar plant.

Objectives

The broad objectives of having third party services are :

Sugar Plant Laboratory:

1. Cane analysis for ascertaining its maturity, quality (Pol% and fibre%), staleness etc.
2. Samples for juices, syrup, molasses, by-products etc to be drawn from correct sampling points in normal working conditions and be analysed.
3. After analysis the daily, weekly, monthly & final mfg. reports in prescribed format should be prepared regularly as per the following schedule:
 - a) Daily Mfg. Reports : Report to be prepared daily latest by 09.30 AM
 - b) Weekly Mfg. Reports : Within One days after close of the week.
 - c) Monthly Mfg. Reports : Within 5 days after close of the month
 - d) Final Mfg. Report : Provisional report should be sent within a week after close of the season.
The final report RT-8(C) be sent within three weeks from close of the season.
3. Mill stoppages to be recorded under prescribed heads only.
4. Periodic sampling to be done as under:
 - a) Primary Juice : Two hourly composite
 - b) Mixed Juice : Hourly composite
 - c) Last Mill Juice : Two hourly composite
 - d) Clear Juice : Two hourly composite
 - e) Unsulphured/Sulphured Syrup : At least 2 composite samples be taken per shift
 - f) Bagasse : At least 3 samples are taken per shift. At least three analysis be carried out for bagasse pol and 2 for bagasse moisture.
 - g) Final Molasses : Two hourly composite samples and TRS be recorded weekly
 - h) Filter Cake : At least 2 samples be taken per shift
 - i) Cooling tower & injection water : At least 2 samples per shift. Ph, temperature and sugar traces be seen and recorded.
6. Analysis of molasses, massecuites, magma to be carried out in routine manner.
7. Regular cane samples at the cane carrier be drawn from trucks, trolleys, bullock carts and analysed by shift lab chemist in presence of cane deptt. representative to assess the quality of cane being supplied to unit.
8. Mill trial of adequate duration should be conducted. A copy of the trial report along with corrective action taken and brix curve, moisture curve, bagasse pol of all individual mills.
9. Lab staff shall ensure proper sanitary conditions at Mills to have effective check on microbial activities.
10. The cane balances at out centres and mill gate should be reported in daily mfg. reports.
11. Every consignment of lime/chemical should be analysed before the truck containing lime/chemical into mill gate. If the quality of lime/chemicals is found below acceptable limit, the same should be reported to the Management of Factory and HO.
12. The final molasses stored in various tanks/pits be analysed for brix and TRS on fortnightly basis and recorded in a register.
13. Lab staff shall ensure that all necessary special analysis viz Cao content, phosphate content, reducing sugar at various stages, sucrose purity, pH of cane samples etc are regularly carried out and recorded.
14. Lab staff should ensure correct recording of temperature, pressure, vacuum, brix of syrup, sugar trace, pH etc at various stages of sugar manufacture.

15. Lab shall actively associate in the quality control of sugar being produced. ICUMSA value of produced sugar should be checked in regular interval of time. (Daily at least one sample.)
16. Lab staff should ensure the all important lab apparatus eg. polarimeter, oven, lab crusher, brix hydrometers, rapi pole extractor, pH meter, Physical/chemical balances, spectro-photometer etc are in proper working condition.
17. Lab staff should also ensure that all pressure/ vacuum/ temperature gauges/ thermometers installed in the boiling house are in proper working condition and properly calibrated.
18. Lab staff should ensure proper calibration of juice, water & molasses weighing scales / Flow meters.
19. Other jobs as assigned by factory management/Head Office time to time.

ETP Environmental Lab

1. BOD, COD, pH, Flow etc as per CPCB/UPPCB norms should be regularly analysed and proper log book should be maintained.
2. Water consumption/flow rate at different point should be properly analysed and recorded in prescribed logbook
3. Water taken out from different tube well should be recorded in log book.
4. Logbook of Operation of ETP should be maintained.
5. Online monitoring system installed for water pollution should be properly maintained.

Works to be done in Season & Off-season

Season - The party will depute manpower for doing all above works during season. Accordingly the party will depute manpower to do all the works within prescribed time.
Season means period from start of crushing season to end of crushing season.

Off-season - The party will do works mentioned in point no. 1, 2(d), 9, 11, 16 & 19 during off-season. Accordingly the party will depute manpower to do all the works within prescribed time.
Off-season means period 1 month before start of crushing season and 1 month after close of crushing season.

7. Normally in Sugar Industry staff of following designation is deputed for Laboratory operation and ETP analysis. This is indicative list. Party will depute staff according to the requirement of work with coordination of Sugar Mill so that work does not suffer at any stage.

S.No.	Designation	Per shift	Total Numbers	Qualification	Responsibility
Sugar Plant Laboratory:					
1	Lab Incharge	—	1	B.Sc., NSI with 3 years experience or B.Sc. with 10 years experience as Lab Chemist /Lab Incharge	Overall responsible for operation and preparation various analysis of various reports of Sugar Plant & ETP Environmental Laboratories
2	Lab Chemist	1	4	B.Sc. with 5 years experience as Lab Chemist	1.All analysis work of sugar plant laboratory under guidance of Lab Incharge 2.To maintain the Lab Log Book

3	Lab Boy	1	4	High School with 3 years experience	1. To assist the lab chemist for preparation of testing samples etc.
4	Sample Boy	1	4	Intermediate (Science) with 3 years experience	To collect the different samples of juice, massecuites, molasses, bagasse, press mud etc as per instruction by lab chemist.
ETP Environmental Lab					
1	Lab Chemist	1	3	B.Sc. with 5 years experience as Lab Chemist	1.All analysis work of environmental laboratory under guidance of Lab Incharge 2.To maintain the ETP Operation /Tubewell Log Books
Note: 01-Lab chemist, 01-Lab boy & 01-sample boy will work as reliever					

GENERAL TERMS & CONDITIONS

1. आउटसोर्सिंग की कार्य अवधि निविदा स्वीकृत होने के तीन वर्ष तक प्रभावी रहेगा। आवश्यकतानुसार अवधि घटायी व बढ़ायी जा सकती है।
2. आउटसोर्सिंग एजेन्सी द्वारा जमा धरोहर धनराशि को अनुबन्ध की अवधि सन्तोषजनक रूप से समाप्त होने पर वापस की जायेगी, जिस पर कोई ब्याज देय नहीं होगा। इसके विपरित यदि ठेकेदार का कार्य सन्तोषजनक नहीं होता है तो आउटसोर्सिंग एजेन्सी द्वारा जमा धरोहर धनराशि निगम द्वारा जब्त कर अनुबन्ध/ठेका निरस्त कर दिया जायेगा।
3. उपरोक्त अनुबन्ध एवं दरें अनुबन्ध की तिथि से तीन वर्ष के लिए प्रभावी रहेगा, परन्तु उक्त अवधि में आउटसोर्सिंग एजेन्सी का कार्य सन्तोषजनक रहता है तो निगम द्वारा अनुबन्धित समय तीन वर्ष के उपरान्त तत्समय 01 वर्ष हेतु लेबर प्राइज इंडेक्स के अनुसार दरों पर कार्य कराने हेतु विचार किया जा सकता है, परन्तु इसके लिये निगम की कोई बाध्यता नहीं होगी।
4. आउटसोर्सिंग एजेन्सी द्वारा चीनी मिल की आवश्यकतानुसार कर्मियों की व्यवस्था इस प्रकार करनी होगी कि किसी भी समय आवश्यकता पडने पर कर्मियों की व्यवस्था हो सके तथा चीनी मिल का कार्य प्रभावित न हो।
5. आउटसोर्सिंग एजेन्सी द्वारा जी.एस.टी. तथा पी.एफ. की धनराशि स्वयं जमा करनी होगी। इस हेतु पूर्ण जिम्मेदारी ठेकेदार की होगी।
6. मिल में ड्यूटी तैनाती के समय आउटसोर्सिंग एजेन्सी व उसके प्रतिनिधियों अथवा कर्मियों आदि के लापरवाही के कारण यदि चीनी मिल की किसी सम्पत्ति को कोई क्षति पहुँचती है अथवा ठेकेदार का कोई प्रतिनिधि/कर्मियों आदि कोई दुर्घटनाग्रस्त होता है तो उसके लिये कारखाना अधिनियम/वर्कमैन कम्पनसेषन एक्ट के अन्तर्गत बीमा तथा अन्य सुसंगत नियमों के अन्तर्गत समस्त वैधानिक देयों/क्षति की भरपाई हेतु ठेकेदार स्वयं उत्तरदायी होगा।
7. ड्यूटी के तैनाती के समय आउटसोर्सिंग एजेन्सी एवं उसके प्रतिनिधि अथवा कर्मियों की लापरवाही के कारण यदि चीनी मिल में किसी प्रकार की चोरी आदि एवं अन्य कोई घटना/दुर्घटना होती है तथा किसी सम्पत्ति को कोई क्षति पहुँचती है तो उसकी क्षति की भरपायी हेतु ठेकेदार स्वयं उत्तरदायी होगा।

8. आउटसोर्सिंग एजेन्सी द्वारा कार्य सन्तोषजनक रूप से करने के उपरान्त मासिक बिल प्रस्तुत करने तथा चीनी मिल के सम्बन्धित विभागाध्यक्ष द्वारा प्रमाणित करने के उपरान्त चीनी मिल द्वारा भुगतान किया जायेगा।
9. आउटसोर्सिंग एजेन्सी के प्रत्येक बिल से चीनी मिल द्वारा नियमानुसार आयकर की कटौती की जायेगी।
10. आउटसोर्सिंग एजेन्सी द्वारा नियोजित कर्मियों आदि के सम्बन्ध में सभी श्रम अधिनियमों भविष्य निधि सम्बन्धी नियमों व अधिनियम के सभी सुसंगत नियमों/उप नियमों का पालन करना होगा तथा पालन करने का समस्त वैधानिक उत्तरदायित्व स्वयं ठेकेदार का होगा।
11. आउटसोर्सिंग एजेन्सी द्वारा लगाये गये कर्मी यदि किसी पाली में नहीं आते हैं ऐसी दशा में उक्त पाली में पूर्व में ड्यूटी पर तैनात कर्मियों को कार्य पर रखना होगा। इस कार्य पर लगने वाला अतिरिक्त व्यय का भुगतान ठेकेदार द्वारा वहन करना होगा।
12. ठेकेदार द्वारा अपना आयकर पैन नं. एवं श्रम विभाग में पंजीकरण संख्या चीनी मिल को उपलब्ध कराना होगा।
13. आउटसोर्सिंग एजेन्सी एवं उसके प्रतिनिधि अथवा कर्मियों द्वारा चीनी मिल परिसर में किसी प्रकार का धूम्रपान अथवा मादक पदार्थों का सेवन नहीं किया जायेगा।
14. आउटसोर्सिंग एजेन्सी द्वारा कार्य पर लगाये गये किसी कर्मी पर किसी प्रकार का षक होने, कार्य में व्यवधान उत्पन्न करने अथवा उसका कार्य एवं आचरण सन्तोषजनक न होने अथवा संदेहास्पद होने की स्थिति में चीनी मिल को यह अधिकार होगा कि उक्त कर्मी का मिल परिसर में प्रवेश प्रतिबन्धित कर दें जो ठेकेदार को मान्य होगा तथा ऐसी स्थिति में ठेकेदार द्वारा अन्य कर्मी की व्यवस्था करनी होगी।
15. आपूर्तित कर्मियों का चीनी मिल में संविलियन हेतु किसी भी प्रकार का धारणाधिकार नहीं होगा।
16. आपूर्तित कर्मियों को साप्ताहिक अवकाश के अतिरिक्त प्रतिदिन 08-00 घण्टे विभागाध्यक्ष के आदेशानुसार सामान्य/षिफ्ट वार ड्यूटी करनी होगी।
17. आउटसोर्सिंग एजेन्सी द्वारा यदि वांछित संख्या में कर्मी उपलब्ध नहीं कराये जाते हैं तथा चीनी मिल का कार्य प्रभावित होता है तो चीनी मिल को यह अधिकार होगा कि वह कार्य अन्य श्रोतो से करा लें। अन्य श्रोतों से कार्य कराने पर जो अतिरिक्त व्यय होगा उसकी वसूली ठेकेदार से की जायेगी।
18. पेराई सत्र में मिल में 24 घण्टे गन्ना पेराई का कार्य हेतु आवश्यकतानुसार मिल में चलने वाली सभी पालियों में कर्मकार उपलब्ध कराना होगा।
19. आउटसोर्सिंग एजेन्सी द्वारा आपूर्ति किये गये कर्मियों के रहने व खाने की व्यवस्था स्वयं करनी होगी।
20. आउटसोर्सिंग एजेन्सी को उपरोक्त कार्य किसी अन्य को हस्तान्तरित/सबलैट करने का अधिकार नहीं होगा।
21. आउटसोर्सिंग एजेन्सी द्वारा उपरोक्त शर्तों का पालन न करने की दशा में चीनी मिल द्वारा आउटसोर्सिंग एजेन्सी की जमा धरोहर धनराशि जब्त कर ठेका/अनुबन्ध निरस्त कर दिया जायेगा तथा इस सम्बन्ध में ठेकेदार का कोई क्लेम मान्य नहीं होगा।
22. चीनी मिल अथवा ठेकेदार के बीच किसी प्रकार के विवाद की स्थिति में प्रबन्ध निदेशक, उ.प्र. राज्य चीनी निगम लि. का निर्णय अन्तिम एवं सर्वमान्य होगा।

SECTION III: TECHNICAL E-BID

- III(A) e Bid FORM**
- III(B) SCHEDULE OF REQUIREMENTS**
- III(C) TECHNICAL SPECIFICATIONS/
QUALIFICATION DETAILS**

T

SECTION III(A): e- bid FORM

Ref no.-----

Date -----

To,

The Managing Director,
U.P. State Sugar Corporation Ltd.
Vipin Khand, Gomti Nagar,
Lucknow

Dear Sir,

Having examined the e-Bid Documents, we, the undersigned, offer for the works of “Outsourcing of Laboratory operation and ETP analysis for the year 2024-25, 2025-26& 2026-27 for Mohiuddinpur (Meerut), Pipraich (Gorakhpur) &Munderwa (Basti) units of UPSSCL.” in conformity with the said e-Bid (Section I, II & III) of the e-Bid Document and will execute the said works and undertake to maintain good quality during the above work. In addition to this, the particulars of the required e-Bid EMD for Rs. 50000/- (Rupees Fifty Thousand Only) in the form of RTGS of any nationalized or scheduled Bank valid for a period of ninety days from the date of opening of tender, in favour of U.P. State Sugar Corporation Ltd. payable at Lucknow, is being given with this e-Bid form.

We further undertake, if our e-Bid is accepted, to execute the Items/ works related to above mentioned work, in accordance within the validity period/time of completion. We agree to abide by this e-Bid for the e-Bid validity period specified in Clause 13.1 of the ITB and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

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

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

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

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

Signature

(in the capacityof)

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

SECTION III(B): SCHEDULE OF REQUIREMENTS

Brief Description	Place of work	Details of work	EMD
As per the details given in the SECTION IV (C) Technical Specifications/ Qualification Details and Details of Items	Mohiuddinpur (Meerut), Pipraich (Gorakhpur) & Munderwa (Basti) units of U.P. State Sugar Corporation Ltd.	Outsourcing of Laboratory operation and ETP analysis for the year 2024-25, 2025-26 & 2026-27 for Mohiuddinpur (Meerut), Pipraich (Gorakhpur), & Munderwa (Basti) units of UPSSCL.	(Rs.50000/-) (Rs. Fifty Thousand Only)

SECTION III (C) TECHNICAL SPECIFICATIONS /QUALIFICATION DETAILS

1. (a) Name and complete mailing address of the business/sales office of the bidder.

- (b) Name of Authorized Official: (c)

Phone & mobile No:

(d) E-mail:

(e) Principal place of business

(f) Website of Bidder's Firm

2. Parties/Bidders will have to upload the scanned copies with the Tender and furnish Under Noted Information during The Technical discussions with documentary Proof:-

1	The bidder/Tenderer has to submit the proof/cost of e-Bid document/ processing either in Cash deposited in the office or through RTGS of any nationalized or scheduled Bank in favour of U.P. State Sugar Corporation Limited, payable at Lucknow. The scanned copy of the same must be uploaded/ submit along with the e-Bid.	
2	The bidder/Tenderer has to submit e-Bid Earnest Money Deposit (EMD) of Rs. 50,000.00 (Rupees Fifty thousand only) in the form of RTGS of any nationalized or scheduled Bank valid for a period of ninety days from the date of opening of tender, in favour of U.P. State Sugar Corporation Limited, payable at Lucknow. The scanned copy of the e-Bid EMD must be uploaded/ submitted along with the e-Bid.	
3	The tenderer/ Bidder should have appropriate experience of supply of technical manpower or technical work for two years in Sugar Mill having minimum capacity of 2500 TCD. The scanned copy of the experience certificates must be uploaded along with the e-Bid.	
4	Tenderer must have registration in the GST Department & has to submit scanned copy of GST No. issued by the department and original be shown at the time of opening of tender.	
5	Tenderer must have registration in the Income Tax Department & has to submit scanned copy of PAN and original be shown at the time of opening of tender.	
6	Tenderer must have last 03 years Balance Sheet & has to upload scanned copy of Balance Sheet and original be shown at the time of opening of tender.	
7	Tenderer must submit last 03 years average Turn Over Rs. 50.00 lakh & above & has to upload scanned copy of the Turn Over and original be shown at the time of opening of tender.	
8	Tenderer must submit PF department registration certificate & has to upload scanned copy of PF registration certificate and original be shown at the time of opening of tender.	
9	Tenderer agency must be registered under Partnership/ proprietorship or Company Act. & has to submit scanned copy of registration certificates. All original documents of such scanned & uploaded documents & original will have to show during tender process.	
10	Tenderer must submit Labour department registration certificate & has to upload scanned copy of Labour department registration certificate and	

	original be shown at the time of opening of tender.	
11	Tenderer must submit ESI registration certificate & has to upload scanned copy upload of ESI department registration certificate and original be shown at the time of opening of tender.	
12	Firm/Company should have registration in PF for more than 50 persons and last two months ECR & Challan must be submitted. All original documents of such scanned & uploaded documents & original will have to show during tender process.	

Note: UPSSCL has right to verify the documents submitted by the bidder with technical bid, from the concerning authorities/organizations.

Financial bid will only be opened when technical bid of the bidder is approved by the Technical committee.

Signature and seal of the E-Bidder
With name of the authorized person

SECTION III (D) AGREEMENT

CONTRACT WILL BE ISSUED BY UP STATE SUGAR CORPORATION LTD. AND IT WILL INCLUDE DRAFT AGREEMENT

AGREEMENT CONTAINING TERMS & CONDITIONS WILL BE EXECUTED BETWEEN GENERAL MANAGER OF SUGAR MILL AND CONTRACTOR AFTER ISSUE OF WORK ORDER BY SUGAR MILL

Draft Agreement for Operations of Laboratory & ETP Analysis

This Agreement is made on the ___th day of _____, 2024 between U.P. Rajya Chini Avam Ganna Vikas Nigam Limited being a subsidiary company of U.P. State Sugar Corporation Ltd., Vipin Khand, Gomti Nagar, Lucknow 226010 (hereinafter referred as "MILL", which expression shall, unless repugnant to the subject or context include their successors) of the One Part through _____, General Manager, Unit _____, District _____, U.P.

AND

_____, a Company within the meaning of the Companies Act, 2013 and having its registered office at _____, _____ and Corporate Office at _____ (hereinafter referred as "PARTY", which expression shall wherever the context admits or permits shall be deemed to mean and include its successors) of the Other Part through _____ in his capacity as _____.

WHEREAS

U.P. Rajya Chini avam Ganna Vikas Nigam Limited is desirous of having Operations of Laboratory and ETP analysis in Season 2024-25, 2025-26 and 2026-27 and operation services for the off season _____ in its Sugar Factory situated at _____, District _____, UP (hereinafter referred to as "MILL")

AND WHEREAS

All the operations of Laboratory and ETP analysis during season 2024-25, 2025-26 and 2026-27 and operation of required work in laboratory of _____ TCD sugar plant & _____ MW Cogeneration Plant during off season _____ and to provide such services required by Unit- Munderwa at its site on the terms and conditions hereinafter contained:-

NOW IT IS HEREBY AGREED TO BETWEEN THE PARTY AND MILL AS FOLLOWS: -

1. Scope of Work for Sugar Plant

Lab:

The core objective is to supply and supervise manpower to handle all related activities of Laboratory operation and ETP analysis of a _____ TCD Sugar Mill as per the guidelines of UPSSCL and CPCB/UPPCB ensuring all instruction/circulars issued by Head office of UPSSCL time to time. The manpower supplied will be under administrative control of the MILL. It will help objective of UPSSCL by bringing a systematic, disciplined approach to all lab analysis, preparation of different types or reports and will evaluate and improve the effectiveness of sugar plant.

Laboratory has to perform following analysis:

Sugar Plant Laboratory:

1. Cane analysis for ascertaining its maturity, quality (Pol% and fibre%), staleness etc.

2. Samples for juices, syrup, molasses, by-products etc to be drawn from correct sampling points in normal working conditions and be analysed.
3. After analysis the daily, weekly, monthly & final mfg. reports in prescribed format should be prepared regularly as per the following schedule:
 - a) Daily Mfg. Reports : Report to be prepared daily latest by 09.30 AM
 - b) Weekly Mfg. Reports : Within One days after close of the week.
 - c) Monthly Mfg. Reports : Within 5 days after close of the month
 - d) Final Mfg. Report : Provisional report should be sent within a week after close of the season.
The final report RT-8(C) be sent within three weeks from close of the season.
3. Mill stoppages to be recorded under prescribed heads only.
4. Periodic sampling to be done as under:
 - a) Primary Juice : Two hourly composite
 - b) Mixed Juice : Hourly composite
 - c) Last Mill Juice : Two hourly composite
 - d) Clear Juice : Two hourly composite
 - e) Unsulphured/Sulphured Syrup : At least 2 composite samples be taken per shift
 - f) Bagasse : At least 3 samples are taken per shift. At least three analysis be carried out for bagasse pol and 2 for bagasse moisture.
 - g) Final Molasses : Two hourly composite samples and TRS be recorded weekly
 - h) Filter Cake : At least 2 samples be taken per shift
 - i) Cooling tower & injection water : At least 2 samples per shift. Ph, temperature and sugar traces be seen and recorded.
6. Analysis of molasses, massecuites, magma to be carried out in routine manner.
7. Regular cane samples at the cane carrier be drawn from trucks, trolleys, bullock carts and analysed by shift lab chemist in presence of cane deptt. representative to assess the quality of cane being supplied to unit.
8. Mill trial of adequate duration should be conducted. A copy of the trial report along with corrective action taken and brix curve, moisture curve, bagasse pol of all individual mills.
9. Lab staff shall ensure proper sanitary conditions at Mills to have effective check on microbial activities.
10. The cane balances at out centres and mill gate should be reported in daily mfg. reports.
11. Every consignment of lime/chemical should be analysed before the truck containing lime/chemical into mill gate. If the quality of lime/chemicals is found below acceptable limit, the same should be reported to the Management of Factory and HO.
12. The final molasses stored in various tanks/pits be analysed for brix and TRS on fortnightly basis and recorded in a register.

13. Lab staff shall ensure that all necessary special analysis viz Cao content, phosphate content, reducing sugar at various stages, sucrose purity, pH of cane samples etc are regularly carried out and recorded.
14. Lab staff should ensure correct recording of temperature, pressure, vacuum, brix of syrup, sugar trace, pH etc at various stages of sugar manufacture.
15. Lab shall actively associate in the quality control of sugar being produced. ICUMSA value of produced sugar should be checked in regular interval of time. (Daily at least one sample.)
16. Lab staff should ensure the all important lab apparatus eg. polarimeter, oven, lab crusher, brix hydrometers, rafi pole extractor, pH meter, Physical/chemical balances, spectro-photometer etc are in proper working condition.
17. Lab staff should also ensure that all pressure/ vacuum/ temperature gauges/ thermometers installed in the boiling house are in proper working condition and properly calibrated.
18. Lab staff should ensure proper calibration of juice, water & molasses weighing scales / Flow meters.
19. Other jobs as assigned by factory management/Head Office time to time.

ETP Environmental Lab

1. BOD, COD, pH, Flow etc as per CPCB/UPPCB norms should be regularly analysed and proper log book should be maintained.
2. Water consumption/flow rate at different point should be properly analysed and recorded in prescribed logbook
3. Water taken out from different tube well should be recorded in log book.
4. Logbook of Operation of ETP should be maintained.
5. Online monitoring system installed for water pollution should be properly maintained.

2. Works to be done in Season & Off-season

- Season:** The party will depute manpower for doing all above works during season.
Accordingly the party will depute manpower to do all the works within prescribed time.
Season means period from start of crushing season to end of crushing season.
- Off-season-** The party will do works mentioned in point no.1.1, 1.2(d), 1.9, 1.11, 1.16, 1.18, 1.19 & 2.3 during off-season.
Accordingly the party will depute manpower to do all the works within prescribed time.

3. Manpower

Service provider has to deploy staff of following designation is deputed for Laboratory operation and ETP analysis. This is indicative list. Party will depute staff according to the requirement of work with coordination of Sugar Mill so that work does not suffer at any stage.

S.No.	Designation	Per shift	Total Numbers	Qualification	Responsibility
Sugar Plant Laboratory:					
1	Lab Incharge	–	1	B.Sc., NSI with 3 years experience	Overall responsible for operation and

				or B.Sc. with 10 years experience as Lab Chemist /Lab Incharge	preparation various analysis of various reports of Sugar Plant & ETP Environmental Laboratories
2	Lab Chemist	1	4	B.Sc. with 5 years experience as Lab Chemist	1.All analysis work of sugar plant laboratory under guidance of Lab Incharge 2.To maintain the Lab Log Book
3	Lab Boy	1	4	High School with 3 years experience	1. To assist the lab chemist for preparation of testing samples etc.
4	Sample Boy	1	4	Intermediate (Science) with 3 years experience	To collect the different samples of juice, masecutes, molasses, bagasse, press mud etc as per instruction by lab chemist.
ETP Environmental Lab					
1	Lab Chemist	1	3	B.Sc. with 5 years experience as Lab Chemist	1.All analysis work of environmental laboratory under guidance of Lab Incharge 2.To maintain the ETP Operation /Tubewell Log Books
Note: 01-Lab chemist, 01-Lab boy & 01-sample boy will work as reliever					

4. Manpower criteria :

- 4.1. The PARTY should have technically sound and well qualified experts and staff as per norms of Sugar Industry/Sugar Wage Board.
- 4.2. The PARTY should provide a list of key technical experts of Laboratory operating staff indicating their qualification/experience to the MILL at the time of engaging at site.
- 4.3. All persons engaged by the PARTY directly or indirectly shall be employees of the PARTY and it is obligatory on the part of the PARTY to cover all their employees under Workman Compensation Act 1923.
- 4.4. The PARTY will be responsible for deduction of EPF/ any other such liability from their employees and MILL will not be responsible for any monetary claim or payment to the PARTY employees or statutory authorities under the Employees Provident Fund, Family Pension Fund or any other liabilities.

- 4.5. Group Insurance of the employees of the PARTY will be the responsibility of the PARTY and MILL will not be responsible for any claim / compensation which may be made under the Workmen Compensation Act, 1923.
- 4.6. In the event of any accident/casualty etc. of the employees of the PARTY, MILL will not be responsible and PARTY will ensure all safety measures for its employees.
- 4.7. The PARTY shall ensure that the age of their employees will not be less than 18 years in any case.
- 5.8 The PARTY shall withdraw/ replace those employees, who are not performing the work to the satisfaction of MILL or for their misconduct and for any other reason, as indicated by the MILL in writing to the PARTY within 48 hours of the said communication. In order to ensure quality analysis of both the Labs, PARTY should not replace/ withdraw the Laboratory staff without consulting to MILL.
- 5.9. In case due to shortage of manpower, some analysis jobs are not likely to complete in time, MILL will have the right to outsource the same to the third Party at the cost and risk of the PARTY.
5. During continuance of this Agreement, the PARTY shall abide at all times by all existing enactments and rules made there under, regulations, notifications and bye-laws of the State or Central Government or Authority and all Labour Law (including rules), regulations, by laws that are applicable, the PARTY shall keep the MILL indemnified in case any action is taken against the MILL by the competent authority on account of contravention of any of the provisions of any Act or rules made there under, the regulation or notifications including amendments. Thereof if the MILL is caused to pay or reimburse, such amounts as may be necessary to cause or observe, or for non observance of the provisions stipulated in the notifications/ by laws/ Acts/ Rules/ Regulations including amendments if any, due to any act or omission on the part of the PARTY, the MILL shall have the right to deduct money due to the PARTY including invocation of Performance Security. The MILL shall have right to recover from the PARTY any sum required or estimated to be required for making good the loss or damages suffered by the MILL. The employees of the PARTY or any person employed for any work indicated in this Agreement or indicated thereto, in no case shall be treated as the employees of the MILL at any point of time, in any manner whatsoever

6. Accommodation

- 6.1. Accommodation of two rooms for staff of the PARTY will be made available free of rent by the MILL.
- 6.2. The electricity will be provided for staff Quarters of PARTY on payment basis and water will be provided at the cost of MILL. Staff of PARTY should not misuse the electricity and water.
- 6.3. All other arrangements for food etc will be made by the PARTY.

7. Arrangement of Materials and consumables

- 7.1. A list of all material and consumables/chemicals/spare & machinery parts etc. with technical specification and estimated cost required for laboratory operations and

ETP analysis will be provided by the PARTY to the General Manager of MILL with a copy to Head Office (UPSSCL) within one month from the date of signing of this agreement by MILL

- 7.2. All the tools & tackles, consumables and chemicals required for Laboratory operations and ETP analysis will be provided by the MILL.

8. Damage to Machinery:-

- 8.1. Any damage of machinery/machinery parts during operation, if it has occurred due to negligence of staff of the PARTY, will be recovered from the PARTY.
- 8.2. If any machinery/parts is damaged during repairing work in off-season or during operation in season, a committee headed by General Manager of the MILL will review. If damage took place due to manufacturing defects then loss will be borne by the MILL. If machinery get damaged solely due to negligence of any staff of PARTY then loss liabilities will be borne by the PARTY. The decision with respect to fixing of responsibility/ loss responsibility shall be determined by the committee headed by MD, UPSSCL whose decision shall be final and binding.

9. PERFORMANCE SECURITY

To secure the contractual obligations of the PARTY the EMD of Rs.50000/- deposited with the tender is converted into Performance Security. This Performance Security shall be valid for a period of 24 months or 60 days after the actual date of end of season, whichever is later. In the event of breach of contract / failure of contractual responsibilities by the PARTY then MILL shall have the full rights to forfeit Performance Security, it shall be released on successfully completion of all the contractual obligations of the PARTY after finalization of RT(8)C

10. CHARGES

- 10.1. A lump sum charge per month during Season 2019-20 and 2020-21 for operation of the Laboratory and ETP analysis (which includes 5000 TCD sugar plant & 27 MW Cogeneration Plant during the crushing season and (02 seasons) including operation of Laboratory during off-season 2020, a Lump Sum charges for the Off-season (01 off-season) shall be payable for the services of operations of Laboratory and ETP analysis as under:-

Sr.No.	Particular's	Basic (Rs.)
a.	Operation of Laboratory and ETP Analysis during crushing season per month (GST extra as applicable)	Rs.4,90,000/- per Month
b.	Operation of Laboratory during off-season. per month (GST extra as applicable)	Rs. 65,000/- per Month

Note: TDS (Tax deduction at source) at prevailing rates shall be deducted by MILL while releasing payment to PARTY.

- 10.2. GST, duties and other levies as applicable shall be charged extra to MILL, at actual.

10.3. Season shall be considered before 07 days of start of crushing and 07 days after closure of crushing season.

Off Season means period 1 month before start of crushing season and 1 month after close of crushing season

10.4. If service provider deposes less staff against number as mentioned in Clause No. 4, proportionate amount will be deducted by mill while releasing payment to Party.

12.0 Payment Terms

12.1 During Season 2024-25, 2025-26 and 2026-27 and Off Season _____:-

The rates for operation of Laboratory and ETP Analysis during the season and Off season will be paid on per month basis. The PARTY will submit the invoice for payment once in a month after completion of the month within the first week of the next month.

12.2. All taxes as applicable will be deducted at source.

13.0 SETTLEMENT OF DISPUTES

13.1 Amicable settlement

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.

13.2 Dispute resolution

13.2.1 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 conciliation procedure set forth in Clause 13.3.

13.2.2 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.

13.3 Conciliation

In the event of any Dispute between the Parties, either Party may call upon, Managing Director, UP State Sugar Corporation Ltd and upon such reference, the said persons shall meet no later than 10 (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 15 (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 12.2.1 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 13.

14.0 Arbitration Clause

If at any time, any question, dispute or difference whatsoever, arises between the parties in relation to or in connection with or arising out of 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 the arbitration of a single Arbitrator, if agreed upon, otherwise to three Arbitrators, one each to be appointed by the each party and the third shall be appointed mutually by the two Arbitrators appointed by the parties. The third Arbitrator shall act as the Presiding Arbitrator. The award of the said single Arbitrator or the three Arbitrators, as the case may be, shall be final and binding on both the parties. The arbitration proceedings shall be governed by the provisions of The Arbitration and Conciliation Act, 1996 and the rules framed there under, read with all statutory amendments and modifications thereof. Cost of Arbitration shall be borne by the parties as may be decided upon by the arbitrators.

15.0 Jurisdiction of Court

All dispute arising are subject to the jurisdiction of High Court Lucknow and Court subordinate to it at Lucknow, Uttar Pradesh.

16.0 Force Majeure

16.1 Definition

(a) The right of the PARTY to proceed with the work shall not be terminated because of any delay in the completion of the work due to unforeseen causes beyond the control and without the fault or negligence of the Seller or their sub-contractors including (but not restricted to) Act of God or Public enemy, action of Govt. in its sovereign capacity, floods, epidemics, quarantine, strike, lock-outs, fires, explosions, accident, stoppage in the supply of power, civil commotion, riots, etc. In the event of any of the aforesaid contingencies, unusual or extra ordinarily prolonged, the Purchaser will be promptly kept informed by the Seller by Fax/ E-mail followed by confirmation in writing with documentary proof within 15days of the commencement and completion of force majeure circumstances. This force majeure clause shall also apply to major sub-contractors of seller.

(b) Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or such Party's Sub- Consultant or agents or employees, nor(ii) any event which a diligent Party could reasonably have been expected to both (A) take into account at the time of the conclusion of this Agreement, and (B) avoid or overcome in the carrying out of its obligations hereunder.

(c) Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

16.2 Measures to be taken

(a) A Party affected by an event of Force Majeure shall take all reasonable measures to remove such Party's inability to fulfill its obligations hereunder with a minimum of delay.

(b) A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any event not later than 14 (fourteen) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give notice of the restoration of normal conditions as soon as possible.

(c) The Parties shall take all reasonable measures to minimize the consequences of any event of Force Majeure.

17.0 Termination of Contract

The Mill reserves the right to terminate the whole or part of this Contract due to any or all the following conditions:

17.1 If the Party assigns the contract, or sub-let the whole of the Contract without the consent of the Mill and Party has failed or refused to take remedial steps, or the Mill shall certify that the Party:

- a) Has abandoned the contract, or
- b) Has without reasonable excuse suspended performance of the contract for 30 days after receiving from the Mill written notice to proceed, or
- c) If at any time Information/Documents submitted by Party in bidding process are found to be False/Fake/Manipulated/Tempered or it is proved that cartelization/ rigging of bids has been done.

17.2 The Mill may give 21 days' notice to the Party of its intention to proceed in accordance with the provisions of this Clause. Upon the expiry of such notice the Mill may without prejudice to any other remedy under the contract and without affecting the rights and powers conferred by the contract on the Mill, terminate the Contract. Upon such termination the Mill shall be entitled to itself complete the Contract work at the Party's expense.

17.3 As soon as practicable after the Mill has terminated the Contract the Mill shall, by or after reference to the Parties and after making such enquiries as he thinks fit, determine the amount then due to the Party as at the date of termination and certify the amount thereof. The amount so certified is herein called 'Termination Value'.

17.4 Payment and termination - The Mill shall not be liable to make any further payments to the Party until the costs of completing the Contract and all other expenses incurred by the Mill have been ascertained and the amount payable certified by the Mill (hereinafter referred to as 'the Cost of Completion'). If the Cost of Completion when added to the total amounts already paid to the Contract as at the date of termination exceeds the total amount which the Mill certifies would have been payable to the Party under the Contract on completion the Mill shall certify such excess and the Party shall upon demand pay to the Mill the amount of such excess. Any such excess shall be deemed a debt due by the Party to the Mill and shall be recoverable accordingly. If there is no such excess the Party shall be entitled to be paid the difference (if any) between the Termination Value and the total of all payments received by the Party as at the date of termination.

17.5 If the Mill have any information that the Party has become bankrupt or insolvent, or have a receiving order made against him, or compound with his creditors, or being a corporation commence to be wind up, not being a members' voluntary winding up

for the purpose or amalgamation or reconstruction, or have an administration order made against him or carry on his business under an administrator or a receiver or manager for the benefit of his creditors or any of them, the Mill may be entitled to:

- a) To terminate the Contract forthwith by 21 days' notice to the Mill or to the receiver, manager, administrator or liquidator or to any person in whom the contract may become vested, or
- b) To give such receiver, manager, administrator or liquidator or other person the option of carrying out the Contract subject to his providing a guarantee for the due and faithful performance of the Contract up to an amount to be agreed.

17.6 MILL will be entitled to get completed the balance Repair, maintenance and operation of Plant and equipment itself or from the party who has been declared L-2 in this bidding process on the same terms & conditions as L-1 bidder, as agreed upon.

18.0 Extension of Contract

On completion of contract period, the contract for operation of Laboratory & ETP analyses of the mill with the Party can be extended yearly further for next two season after assessing satisfactory performance for preceding crushing seasons. However contract may be extended with same terms and condition but Escalation in rates (Both in Off Season charges and Operation charges during season) is granted on the basis of percentage increase of Labour Price Index (All India Consumer Price Index for Industrial Workers) at the time of extension of Agreement.

IN WITNESS WHERE OF THE PARTIES HERE TO AFFIXED THEIR HAND AND SEALS ON THIS 11th DAY OF, DECEMBER TWO THOUSAND AND NINETEEN.

**GENERAL MANAGER
UPSCCL, UNIT- FOR**

(PARTY)

1. Witness:

1. Witness:

2. Witness:

2. Witness:

CHECK LIST FOR

Name of Work -Outsourcing of Laboratory operation and ETP analysis for the year 2024-25, 2025-26& 2026-27 for Mohiuddinpur (Meerut), Pipraich (Gorakhpur) &Munderwa (Basti) units of UPSSCL.

SI N.	Clause	Instrument/ Documents required	Page No
1	Clause 4(Invitation for e-Bids)	Cost of e-Bid Document in Physical Form	
2	-do-	Scanned Copy of Cost of e-Bid Document	
3	Clause 5 (Invitation for e-Bids)	e-Bid EMD in Physical Form	
4	-do-	Scanned Copy of e-Bid EMD	
5	ITB Clause	Scanned copy of PAN	
6	ITB Clause	Scanned copy of GST NO	
7	ITB Clause	Scanned copy of PF NO.	
8	ITB Clause	Copies of Experience Certificates	
9	Section III (A)	e-Bid form.	
10	Section IV (A)	e-Bid form.	
11	Clause 8 of Special condition	A declaration, about no adverse comment on his performance of the previous similar type of works carried out in other departments.	

SECTION IV: FINANCIAL e-Bid

- IV (A) e-Bid FORM**
- IV (B) PRICE SCHEDULE/BOQ**

SECTION IV(A): e- bid FORM

Ref no.-----

Date -----

To,

The Managing Director,
U.P. State Sugar Corporation Ltd.
Vipin Khand, Gomti Nagar,
Lucknow- 226010

Dear Sir,

Having examined the e-Bid Documents, we, the undersigned, offer for the works of “Outsourcing of Laboratory operation and ETP analysis for the year 2024-25, 2025-26& 2026-27 for Mohiuddinpur (Meerut), Pipraich (Gorakhpur) & Munderwa (Basti) units of UPSSCL.” in conformity with the said e-Bid (Section I, II & III) of the e-Bid Document and will construct the said works and undertake to maintain/ repair during the defect liability period. In addition to this, the particulars of the required e-Bid EMD for Rs. 50000/- (Rupees Fifty Thousand Only) in the form of RTGS of any nationalized or scheduled Bank valid for a period of ninety days from the date of opening of tender, in favour of U.P. State Sugar Corporation Ltd. payable at Lucknow, is being given with this e-Bid form.

We further undertake, if our e-Bid is accepted, to construct all Items/ works related to above mentioned work, in accordance within the validity period/time of completion. We agree to abide by this e-Bid for the e-Bid validity period specified in Clause 13.1 of the ITB and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

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

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

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

-

Signature

(in the capacityof)

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

SECTION IV(B): PRICE SCHEDULE/DETAILS OF ITEMS

Item Rate BoQ

Tender Inviting Authority: U.P. STATE SUGAR CORPORATION LTD. VIPIN KHAND, GOMTI NAGAR, LUCKNOW-226010

Name of Work: Outsourcing of Laboratory operation and ETP analysis for the year 2024-25, 2025-26& 2026-27 for Mohiuddinpur (Meerut), Pipraich (Gorakhpur)&Munderwa (Basti) units of UPSSCL.

Contract No: Pc/SSC/Lab-ETP/2024-25/409 dated 19-06-2024

Name of the Bidder/ Bidding Firm / Company :

PRICE SCHEDULE

(This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only)

NUMBER #	TEXT #	NUMBER #	NUMBER #	NUMBER	NUMBER	NUMBER #	NUMBER #	TEXT #
Sl. No.	Item Description	Quantity	BASIC RATE In Figures To be entered by the Bidder Rs. P	CGST	SGST	TOTAL AMOUNT Without Taxes	TOTAL AMOUNT With Taxes	TOTAL AMOUNT In Words
1	2	3	4	5	6	7	8	9
1	For 2024-25							
1.1	For Season (Munderwa Unit) Lumpsum Rates per Month	1.000				0.00	0.00	INR Zero Only
1.2	For Off-season (Munderwa Unit) Lumpsum Rates per month	1.000				0.00	0.00	INR Zero Only
1.3	For Season (Pipraich Unit) Lumpsum Rates per month	1.000				0.00	0.00	INR Zero Only
1.4	For Off Season (Pipraich Unit) Lumpsum Rates per month	1.000				0.00	0.00	INR Zero Only
1.5	For Season (Mohiuddinpur Unit) Lumpsum Rates per month	1.000				0.00	0.00	INR Zero Only
1.6	For Off-Season (Mohiuddinpur Unit) Lumpsum Rates per month	1.000				0.00	0.00	INR Zero Only
2	For 2025-26							
2.1	For Season (Munderwa Unit) Lumpsum Rates per Month	1.000				0.00	0.00	INR Zero Only
2.2	For Off-season (Munderwa Unit) Lumpsum Rates per month	1.000				0.00	0.00	INR Zero Only
2.3	For Season (Pipraich Unit) Lumpsum Rates per month	1.000				0.00	0.00	INR Zero Only
2.4	For Off Season (Pipraich Unit) Lumpsum Rates per month	1.000				0.00	0.00	INR Zero Only
2.5	For Season (Mohiuddinpur Unit) Lumpsum Rates per month	1.000				0.00	0.00	INR Zero Only
2.6	For Off-Season (Mohiuddinpur Unit) Lumpsum Rates per month	1.000				0.00	0.00	INR Zero Only
3	For 2026-27							
3.1	For Season (Munderwa Unit) Lumpsum Rates per Month	1.000				0.00	0.00	INR Zero Only
3.2	For Off-season (Munderwa Unit) Lumpsum Rates per month	1.000				0.00	0.00	INR Zero Only
3.3	For Season (Pipraich Unit) Lumpsum Rates per month	1.000				0.00	0.00	INR Zero Only
3.4	For Off Season (Pipraich Unit) Lumpsum Rates per month	1.000				0.00	0.00	INR Zero Only
3.5	For Season (Mohiuddinpur Unit) Lumpsum Rates per month	1.000				0.00	0.00	INR Zero Only
3.6	For Off-Season (Mohiuddinpur Unit) Lumpsum Rates per month	1.000				0.00	0.00	INR Zero Only
Total in Figures						0.00	0.00	INR Zero Only
Quoted Rate in Words						INR Zero Only		