

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

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2615722

2612849

**COMPETITIVE e-bidding FOR SUPPLY OF A TYPE JUTE BAG 50 KG FOR  
VARIOUS COOP SUGAR FACTORIES IN UTTAR PRADESH FOR THE SEASON  
2023-24**

**e-bid REFERENCE** : UPSUGARFED/GB/2023-24/P-10707

**LAST DATE AND TIME FOR SUBMISSION OF E-Bids** : **07/11/2023** – 6:55 P.M.

**DATE AND TIME OF OPENING OF ON LINE TECHNICAL e-Bids** : **08/11/2023** – 12:00 P.M.

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

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

**e-Bid EMD** : **Rs. 28,00,000/-**

<b>BANK DETAILS – RTGS/NEFT</b>	
ACCOUNT HOLDER NAME	- U.P. COOPERATIVE SUGAR FACTORIES FEDERATION LTD. LUCKNOW
BANK ACCOUNT NO.	- 53012823858
BANK NAME BRANCH	- STATE BANK OF INDIA VIDHAN SABHA MARG, LUCKNOW
IFSC	- SBIN0060284

This Document Contains -- **42 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 2360.00**

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**UTTAR PRADESH COOPERATIVE SUGAR FACTORIES FEDERATION LIMITED**  
**9-A, RANA PRATAP MARG,LUCKNOW**

PBX no. 0522-2615722,2612849,2201856 Fax no: 2627994

E mail : upsugarfed@yahoo.co.in Website [www.upsugarfed.org](http://www.upsugarfed.org)

**E-Tender Notice**

Ref no. P-10706/UPF(CP)/2023-24

Dated : 17/10/2023

E-tenders are invited from original manufacturers (as per details given in tender document) for A Type Jute Bag 50 Kg (for packing of sugar) IS15138:2010 to our Cooperative Sugar Factories located in Uttar Pradesh. The E-tender documents with detailed specification, terms and conditions etc. can be downloaded from e-tender portal <http://etender.up.nic.in> & federation website [www.upsugarfed.org](http://www.upsugarfed.org).

The Federation reserves the right to cancel any or all bids / annul e-bidding process without assigning any reason to & decision of federation will be final & binding.

RamaKant Pandey  
**MANAGING DIRECTOR**

## INVITATION FOR e-Bids

Online e-bids are invited for supply of 8000 bales of **A Type Jute Bag 50 Kg** from reputed manufacturers for packing of sugar to our cooperative sugar factories located in Uttar Pradesh.

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** of 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 Federation's website [www.upsugarfed.org](http://www.upsugarfed.org) from **17/10/2023 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 e-Procurement website <a href="http://etender.up.nic.in">http://etender.up.nic.in</a> and Federation's website <a href="http://www.upsugarfed.org">www.upsugarfed.org</a> and tender Document will be available from <b>6:55 P.M.</b> on <b>17/10/2023</b> at e-Procurement web site <a href="http://etender.up.nic.in">http://etender.up.nic.in</a> and Federation's website <a href="http://www.upsugarfed.org">www.upsugarfed.org</a>
(b)	Availability of tender document on website	<b>17/10/2023</b> from <b>6:55 PM</b> at e-Procurement web site <a href="http://etender.up.nic.in">http://etender.up.nic.in</a> and Federation's website <a href="http://www.upsugarfed.org">www.upsugarfed.org</a>
(c)	Clarification start date & time	<b>17/10/2023</b> from <b>06:55 P.M.</b>
(d)	Clarification end date & time	<b>07/11/2023</b> upto 2:00 P.M
(e)	Corrigendum Last Date and Time	<b>07/11/2023</b> upto <b>2:00 PM</b>
(f)	e-Bid submission start date & time (Submission of e-tender fee, EMD and other supporting documents in PDF/XLS format)	<b>17/10/2023</b> from <b>6:55 PM</b>
(g)	e-Bid submission end date & Time	<b>07/11/2023</b> upto <b>06.55 PM</b>
(h)	Online technical e-Bid opening date & time	<b>08/11/2023</b> at <b>12:00 P.M.</b>
(i)	Online financial e-Bid opening date & time (Only of technically qualified bidders)	<b>08/11/2023</b> AT <b>3:00 P.M.</b>

(j)	Venue of opening of technical & financial e-Bids	U.P. Cooperative Sugar Factories Federation Ltd. 9-A, Rana Pratap Marg, Lucknow.
(k)	Contact officer	Name: Mr. Vinod Kumar General Manager (P) Tel No: PBX (0522)-2615722, 2612849, Fax: (0522) 2627994, (0522)-2616884, Mob:- 7880888809 S P Dixit (AO) - 7880888818
(l)	Cost of e-Bid document	Rs 2360.00 (Rupees Two Thousand Three Hundred Sixty Only) (Non-refundable)
(m)	e-Bid Earnest Money	Rs 28,00,000/- (Rupees Twenty Eight Lac Only)

4. The bidders need to submit the proof/cost of e-Bid document/processing as stated in the above table through R.T.G.S./N.E.F.T. in favour of U.P. Cooperative Sugar Factories Federation Ltd (herein after referred as UPSUGAR FED/Purchaser) payable at Lucknow. The UTR number of transaction regarding N.E.F.T./R.T.G.S. along with the e-Bids should reach the office of UPSUGAR FED/Purchaser at Lucknow before opening of technical e-Bid.
5. All e-Bid must be accompanied by e-Bid Earnest Money Deposit (EMD) in the form of N.E.F.T./R.T.G.S., drawn in favour of U.P. Cooperative Sugar Factories Federation Ltd., Lucknow. The UTR number of transaction regarding N.E.F.T./R.T.G.S. along with the e-Bids should reach the office of UPSUGAR FED/Purchaser at Lucknow before opening of technical e-Bid. No Interest would be payable on e-Bid (Earnest Money) deposited with the Federation.
6. The Federation reserves the right to cancel any or all the e-Bids/annul the e-Bid process without assigning any reason thereof. The decision of Federation will be final and binding.
7. In the event of date specified for e-Bids opening being declared a holiday for Federation's office then the due date for opening of e-Bids shall be the following working day at the appointed time and place.
8. All the required documents including Price Schedule/BOQ 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.
9. The companies/firms who are registered at e-Procurement portal for e-tendering with UP Electronics Corporation Ltd, 10 Ashok Marg, Lucknow-226002, would only be eligible for participating in this e-tender as well as in e-tendering system of U.P. Govt. departments. All companies/firms who have not registered themselves with UPLC Ltd ,Lucknow for e-tendering till date can get their registration done by depositing a filled in form issued by UPLC Ltd, Lucknow along with registration fee of Rs. 6000.00 (Rupees Six thousand only) for participating in this e-tender and other e-tenders of U.P.Govt. Departments.

The companies/firms, who are not having digital signature, can also get their digital signature on deposit of processing fees of Rs.1500.00 (Rupees One thousand five

hundred only). The companies/firms may contact the officials on phone numbers (0522) 4130303 Extn 305 & 307, 09721451211, for their Registration/Digital Signature Certificate related queries. The registration fee may also be deposited through RTGS. The details of RTGS are as under:

M/s U.P.Electronics Corporation Ltd, Lucknow  
Indian Bank  
Ashok Marg, Lucknow  
A/C No. 772819168  
IFC code- IDIB000L002  
CBS code- 00527  
Rs.6000/-

For E-Tendering Enquiry Please Contact Following Persons

- |                          |              |
|--------------------------|--------------|
| 01. Sri Vipul Srivastava | - 7800001845 |
| 02. Sri S P Dixit (AO)   | - 7880888818 |

## **SECTION I : INSTRUCTIONS TO BIDDERS (ITB)**

### **(A) THE BID DOCUMENT**

#### **1-Cost of e-Bid**

- a) The bidder shall bear all costs associated with the preparation and submission of its e-Bid and U.P. Cooperative Sugar Factories Federation Ltd, Lucknow 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.
- b) This tender document is available on the web site <http://etender.up.nic.in> and [www.upsugarfed.org](http://www.upsugarfed.org) to enable the bidders to view, download the e-Bid document and submit e-Bids online up to the last date and time mentioned in e-Tender notice/e-tender document against this e-Tender. The bidders shall have to pay e-Tender document fee of **Rs 2360.00 (Rupees Two Thousand Three Hundred Sixty Only)** in cash or through RTGS/ NEFT/ NET BANKING only payable in favour of U.P. Cooperative Sugar Factories Federation Ltd, Lucknow. This e-tender document fee of **2360.00** will be non-refundable.

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

- 2.1 The goods required to be supplied; e-Bid procedure and contract terms and conditions are prescribed in the e-Bid document. The e-Bid document includes:

Invitation for e-Bid

Section I : Instruction to bidders (ITB);

Section II : **Conditions of E-tender/ Contract (CC);**

Section III : Technical e-Bid;

Section IV : Financial e-Bid;

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

#### **3-Clarification of e-Bid Document**

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

#### **4. Amendment of e-Bid Document**

- 4.1 At any time prior to the deadline for submission of e-Bid, the Purchaser 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](http://etender.up.nic.in) and Purchaser's web site [www.upsugarfed.org](http://www.upsugarfed.org) through corrigendum and shall form an integral part of e-Bid document. The relevant clauses of the e-Bid document shall be treated as amended accordingly.
- 4.2 It shall be the sole responsibility of the prospective bidders to check the web site <http://etender.up.nic.in> and [www.upsugarfed.org](http://www.upsugarfed.org) from time to time for any amendment in the e-tender document. In case of failure to get the amendments, if any, the Purchaser 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 Purchaser, 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> and Purchaser's web site [www.upsugarfed.org](http://www.upsugarfed.org).

### **(B) PREPARATION OF e-Bid**

#### **5 Language of e-Bid**

- 5.1 The e-Bid prepared by the bidder, as well as all correspondence and documents relating to the e-Bid exchanged by the bidder and the Purchaser 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** – includes copies of e-tender document processing/Cost and e-Bid Earnest Money Deposit (EMD) 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 production 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 and ancillary services to be supplied 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-III(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 Purchaser.

- (iv) **Technical Specification Details** – includes copy of filled in Technical Specifications as per **Section-III(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-IV (A)** of e-tender document in PDF format.
  - (ii) **Price Schedule/BOQ** – includes **Price Schedule/BOQ in XLS 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/BOQ furnished in the e-Bid document, including the goods to be supplied, their quantities and prices in the format given in the e-Bid document.

### **8 e-Bid Price**

- 8.1 The bidder shall quote in the downloaded spread sheet file for the Price of A Type Jute Bag 50 Kg to be supplied shall be on approved rates, F.O.R. rate each destination.
- 8.2 The price of goods (ex-factory,) excluding all duties and taxes already paid or payable: but inclusive of other charges as under
  - (a) on components and raw material used in the manufacture or assembly of goods quoted ex-works or ex-factory.
  - (b) Rate of A Type Jute Bag 50 Kg exclusive of GST but inclusive of transportation charges, loading charges, transit insurance, octroi etc and other relevant miscellaneous expenses will be borne by the supplier.The bidder has to submit relevant papers to the concerned mill to claim input tax credit.
- 8.3 Prices quoted by the bidder shall be fixed during the bidder's performance of the Contract and not subject to variation on any account subject to ITB Clause 25.1. A e-Bid submitted with an adjustable price quotation unless asked for shall be treated as non-responsive and rejected.
- 8.4 The price shall remain valid throughout the Rate Contract period season 2023-24.

### **9 e-Bid Currencies**

Prices 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.

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 e-tender document.

## **11 Documents Establishing Goods' Conformity to e-Bid Documents**

- 11.1 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 goods and services which the bidder proposes to 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 **28,00,000/- (Rupees Twenty Eight Lacs Only)** in form of RTGS/ NEFT/ NET BANKING only, in favour of U.P. Cooperative Sugar Factories Federation Ltd., Lucknow. No Interest on EMD will be paid. The UTR number of transaction regarding the RTGS/NEFT/NET BANKING must be submitted along with the e-bid.

- 12.2 The e-Bid EMD is required to protect the Purchaser against the risk of bidder's conduct which would warrant the security's forfeiture, pursuant to **ITB Clause 12.7**.

- 12.3 The e-Bid EMD shall be in Indian Rupees and shall be in the following forms only:

A RTGS / NEFT/ NET BANKING payable in favour of U.P. Cooperative Sugar Factories Federation Ltd at Lucknow. Bidder may submit the bid EMD of the above amount in the form of RTGS / NEFT/ NET BANKING payable in favour of U.P. Co-operative Sugar Factories Federation Ltd, 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 Purchaser.

- 12.5 Unsuccessful bidder's e-Bid E.M.D will be returned upon the written request through N.E.F.T./R.T.G.S. as promptly as possible after completion of tender process.

- 12.6 Rs. 23.00 lacs from the successful bidder's e-Bid EMD will be **adjusted** upon the bidder signing the Agreement, pursuant to **ITB Clause 28**, and furnishing the performance security, pursuant to **ITB Clause 29**. Remaining Rs 5.00 lacs kept as EMD.

- 12.7 The e-Bid EMD may be forfeited:

- (a) if a bidder (i) withdraws its e-Bid during the period of e-Bid validity specified by the bidder on the e-Bid Form; or (ii) does not accept the correction of errors pursuant to **ITB Clause 22.2**; or (iii) modifies its e-Bid

price during the period of e-Bid validity specified by the bidder on the e-Bid form or

- (b) in case of a successful bidder, if the bidder fails:
  - (i) to sign the Agreement with the Purchaser in accordance with ITB Clause 28;

### **13 Period of Validity of e-Bid**

- 13.1 e-Bid shall remain valid for 90 days after the date of e-Bid opening prescribed by the Purchaser, pursuant to ITB Clause 16. An e-Bid valid for a shorter period shall be rejected by the Purchaser as non-responsive.
- 13.2 In exceptional circumstances, the Purchaser 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 EMD. 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 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 Purchaser. 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 11.

- 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 a one time activity. Before proceeding to register his/her DSC, the bidder should first log on to the e-tendering system using the User Login option on the home page with the Login Id and Password with which he/ she has registered as per clause 15.1 above.

For successful registration of DSC on e-Procurement website <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 Purchaser 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 he/she is interested in and then move it to 'My Tenders' folder using the options available in the e-Bid Submission menu. After selecting and viewing the tender, for which the bidder intends to e-Bid, from "My Tenders" folder, the bidder can place his/her e-Bid by clicking "Pay Offline" option available at the end of the view tender details form. Before this, the bidder should download the e-tender document and Price Schedule/Bill of Quantity (BOQ) and study them carefully. The bidder should keep all the documents ready as per the requirements of e-tender document in the PDF format except the Price Schedule/Bill of Quantity (BOQ) which should be in the XLS format (Excel sheet).
- 15.4 After clicking the 'Pay Online' 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 online payment details. After entering and saving the Tender Fee and EMD details, the bidder should click "Encrypt & Upload" option given in the online payment details form so that "Bid Document Preparation and Submission" window appears to upload the documents as per Technical (Fee details, Qualification details, e-Bid Form and Technical Specification details) and financial (e-Bid Form and Price Schedule/BOQ) schedules/packets given in the tender details. The details of the RTGS / NEFT/ NET BANKING or any other accepted instrument which is to be physically sent in original before opening of technical e-Bid, should tally with the details available in the scanned copy and the data entered during e-Bid submission time otherwise the e-Bid submitted will not be accepted.
- 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-III(A)" and Technical Specification details as per "Section-III(C):Technical Specifications" and Financial e-Bid documents as per "Section-IV(A):e-Bid Form" and "Section-IV(B):Price Schedule/BOQ" of e-tender document.

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

- 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 Purchaser 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 the time **06:55 PM on 07/11/2023** (as the server time displayed in the e-Procurement website).
- 16.2 The Purchaser 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 Purchaser 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 Purchaser with a letter, attaching the proof of RTGS/ NEFT/ NET BANKING and submission of e-Bid EMD in the office of Purchaser, 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 EMD, 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 Purchaser**

**19.A.1** The Purchaser will open all technical e-Bids, in the presence of purchase committee at **12:00 PM on 08/11/2023** U.P. Co-operative Sugar Factories Federation Ltd, 9-A, Rana Pratap Marg, Lucknow. In the event of the specified date of e-Bid opening being declared a holiday for the Purchaser, the e-Bids shall be opened at the appointed time and place on the next working day.

19.A.2 The Purchaser will prepare minutes of the e-Bid opening.

**19(B) Opening of Financial e-Bid**

19.B.1 After evaluation of technical e-Bid, the Purchaser 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 Purchaser will simultaneously notify the bidders, whose technical e-Bids were considered acceptable to the Purchaser. The notification may be sent by letter, fax or by e-mail.

19.B.2 The Financial Bids will be opened by Tender Evaluation committee (TEC). Bid opening on date and time to be communicated to all the technically qualified Bidders. The commercial quotes of the lowest Bidder shall be notified as L-1. The Quantity offered by the L-1 shall be first taken into consideration.

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

**20 Clarification of e-Bid**

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

**21 Evaluation of technical e-Bid and Evaluation Criteria**

The Purchaser 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 Original manufacturers having supplied A Type Jute Bag 50 Kg satisfactorily in previous three year to sugar mills, having ISI (Indian Standard Institute) approval & minimum sacking production capacity of 500 tons /month. State Trading Corporations/Central or state Govt. undertakings can also apply if they have successfully supplied A Type 50 Kg Jute Bag from manufacturers with above qualifications for at least three year to sugar or any other Industry/sector.

21.2 The bidder shall submit the documentary proof of production sacking capacity MT/month. The e-Bid submitted without required documentary proof shall be rejected.

- 21.3 The bidder shall submit the documentary proof of Bureau of Indian standard License endorsement. The e-bid submitted without required documentary proof shall be rejected.
- 21.4 The bidder shall submit the copies of the detail of E.M.D. The e-bid submitted without required documentary proof shall be rejected.
- 21.5 The bidder shall submit the copies of the Authorization letter by the competent authority for the authorised person. The e-bid submitted without required documentary proof shall be rejected.
- 21.6 The bidder shall submit the copies of the certificate of Jute commissioner regarding sacking production capacity. The e-bid submitted without required documentary proof shall be rejected.
- 21.7 The bidder shall submit the copies of the name of the Jute mill and monthly production capacity (where from supply will be made). The e-bid submitted without required documentary proof shall be rejected.
- 21.8 The bidder shall submit the copies of details of previous satisfactory supply of A Twill gunny bags to sugar factories. RFC or any public sector undertakings of last three year along with performance certificate. The e-bid submitted without required documentary proof shall be rejected.
- 21.8 A The bidder should submit the detail of last three years turnover duly certified by C.A . The e-bid submitted without required documentary proof shall be rejected. The bidder shall submit the CA membership and UDIN number.
- 21.9 The bidder shall submit the copies of the details of Income tax registration/PAN No. The e-bid submitted without required documentary proof shall be rejected.
- 21.10 The bidder shall submit the copies of the details of GST registration. The e-bid submitted without required documentary proof shall be rejected.
- 21.11 The bidder shall submit the documentary proof of the Status of the company along with names of Directors/Partners/Proprietor along with documents. The e-Bid submitted without required documentary proof shall be rejected.
- 21.12 The bidder shall submit the proof of sample of A Type Jute Bag 50 Kg 10 Nos to be produced along with technical bid duly stamped and signed by the supplier. The e-Bid submitted without required sample shall be rejected.
- 21.13 The bidder shall submit the details of cost of Production:

SN	Cost of Raw material	A Type Jute Bag 50 Kg
1	Conversion cost	
2	Other expenses	



3	Profit margin	
4	Total cost per bag	

- 21.14 The e-Bids found to be not responsive to and not fulfilling all the conditions of the contract and not meeting Technical Specifications and Qualification Requirements to the satisfaction of Purchaser shall be rejected and may not subsequently be made responsive by the bidder by correction of the non-conformity. The e-Bids of bidders mentioning any of their conditions which are not mentioned in the e-tender document or are not in conformity with the conditions of the contract shall be rejected.
- 21.15 It shall be the discretion of the Purchaser to decide as to whether an e-Bid fulfils the evaluation criterion mentioned in this e-tender or not.
- 21.16 The bidders are advised not to mix financial bid documents with the PDF documents submitted for technical bid. The e-Bids of the bidders having financial bid document in the technical bid will out rightly be rejected.

## **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 EMD 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 a Financial bid shall be based on in terms of L1 (lowest) rate quoted excluding GST by the bidder including the cost of Gunny Bags offered, such price to include all costs as well as duties and taxes paid or payable on components and raw material incorporated or to be incorporated in the goods, and Excise duty on the finished goods, if payable) and price of incidental services, insurance, transport, octroi and other costs within India incidental to the delivery of the goods to their final destination as mentioned in para 8.2 of ITB.
- 22.5 The Financial Bids will be opened by Tender Evaluation Committee [TEC] in the presence of Bidders' representatives (only one) who choose to attend the Financial Bid opening on date and time to be communicated to all the technically qualified Bidders. The Bidder's representatives who are present shall sign a register evidencing their attendance. The name of Bidder, Bid Prices etc. shall be announced at the meeting.

The commercial quotes of the Lowest Bidder shall be notified as Lowest (L-1). The Quantity offered by the L-1 shall be first taken into consideration.

- a) In case L-1 offers to supply the complete order quantity and is assessed to have the adequate capacity to supply the complete order quantity as per the Delivery schedule by the Tender Evaluation Committee [TEC] then L-1 shall be contracted to execute the complete supply order.
- b) In case L-1 offers to supply partial order quantity and is assessed to have adequate capacity to supply the offered partial order quantity as per the Delivery schedule by the Tender Evaluation Committee [TEC] then the L-1 bidder shall be contracted to supply the reduced quantity (which shall be more than the guaranteed minimum quantity) and rest of the quantity shall be allotted to subsequent bidder(s) provided the successful Bidder(s) are ready to offer the quantity at the rates quoted by L-1.
- c) The quantity resulting from the split as mentioned above in case (b) shall be offered to the successful Bidder(s) after the assessment by the TEC in terms of their capacity to manufacture and supply.
- d) In case L-1 backs out, the RFP shall be cancelled & Bids shall be invited again. L-1 shall however be blacklisted from participating in any future bidding of GoUP projects and are liable for legal action taken by UPSUGAR FED.

23 Contacting the Purchase

- 23.1 Subject to ITB Clause 20, no bidder shall contact the Purchaser 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 Purchaser, he/she can do so in writing.
- 23.2 Any effort by a bidder to influence the Purchaser in its decisions on e-Bid evaluation, e-Bid comparison or contract award may result in rejection of the bidder's e-Bid.

**(D) AWARD OF CONTRACT**

**24 Award Criteria**

- 24.1 The Purchaser will determine to its satisfaction whether the bidder(s) that is selected as having submitted the **Lowest Rates (L-1)** responsive bid meets the criteria specified in ITB Clause 10.2, and is qualified to perform the contract satisfactorily.
- 24.2 Subject to ITB Clause 26, the Purchaser will award the contract to the **Lowest Rates (L-1)** 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.
- 24.3 In case L-1 offers to supply partial order quantity and is assessed to have adequate capacity to supply the offered partial order quantity as per the Delivery schedule by the Tender Evaluation Committee [TEC] then the L-1 bidder shall be contracted to supply the reduced quantity (which shall be more than the guaranteed minimum quantity) and rest of the quantity shall be allotted to subsequent bidder(s) provided the successful Bidder(s) are ready to offer the quantity at the rates quoted by L-1. The quantity resulting from the split as mentioned above in case (b) shall be offered to the successful Bidder(s) after the assessment by the TEC in terms of their capacity

to manufacture and supply.

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

- 25.1 The Purchaser reserves the right at the time of Contract award to increase or decrease the quantity of goods and services originally specified in the Schedule of Requirements without any change in unit price or other terms and conditions, depending upon the requirement of end-customer.
- 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 Purchaser.

**26 Purchaser's right to accept any e-Bid and to reject any or all e-Bids**

- 26.1 The Purchaser 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 Purchaser will notify the successful bidder in writing by letter/e-mail/fax, that its e-Bid has been accepted.
- 27.2 The notification of award will constitute the formation of the Contract.
- 27.3 Upon successful bidder's furnishing of performance security pursuant to ITB Clause 29, the Purchaser will adjust Rs. 23.00 lacs from e-Bid EMD pursuant to ITB Clause 12. Remaining Rs 5.00 lacs kept as EMD.

**28-Signing of Contract/Agreement**

- 28.1 At the same time as the Purchaser notifies the successful bidder that its e-Bid has been accepted, the Purchaser will send the bidder the Contract Form/Agreement provided in the e-Bid document, incorporating all conditions of the agreement between the parties i.e. Purchaser and successful bidder.
- 28.2 Within 7 days of receipt of the Contract Form/Agreement, the successful bidder shall execute, sign and date the Contract/Agreement and return it to the Purchaser.

**29 Performance/Supply Security**

- 29.1 The successful bidder shall deposit the security money at the rate of 5% of the value of the number of A Type Jute Bag 50 Kg for supply whereof offer has been made and accepted by the U.P. Coop. Sugar Factories Federation Ltd. at Lucknow within 7 days from the date of acceptance of the offer but prior to execution of agreement. No interest shall be paid on the security deposit. However if the supplier takes payment after the supply has been made at the mill end, the above said security may be given in the form of **RTGS/ NEFT/ NET BANKING only** in favour of U.P. Co-operative Sugar Factories Federation Ltd. Payable at Lucknow. The refund of the security deposit shall be subject to timely and satisfactory supply of ordered quantity of gunny bags

and on full and final adjustment of claims/dues of our units recoverable from the suppliers after deducting penalty, if any, under these terms. The earnest money of Rs. Twenty Three Lacs shall be adjusted towards security deposit of the successful bidder and remaining Rs. 5.00 lacs will be kept as EMD.

## SECTION II: CONDITIONS OF CONTRACT(CC)

### QUALITY

1. **Pre inspected new A Type Jute Bag 50 Kg IS 15138:2010** of selected mill and dry condition and conforming to IS specification no. 15138:2010 as amended from time to time and subject to modifications made by the federation in its terms & conditions. Each bag shall measure 87.5 cm x 58.5cm outside length and out side width, cm 3 picks/dm in Type A 31(+2) or (-1) ends/dm in Type A 68 (+4 or -2) moisture percent upto the maximum limit for Type A 22% and weight 630 gms +10 or -7.5 with 03 coloured strips in the middle union sewn and packed in the 500 bags in each iron bound bale having a net weight of not less than 315 Kgs excluding the weight of wind up material & manufactured by aforesaid category of mills. The material manufactured by any other mill shall not be accepted.

### 2. PRICES

The price of the A Type Jute Bag 50 Kg to be supplied to our Coop. Sugar Factories, shall be on the basis of F.O.R. for delivery through road transport. The price referred to above shall be Packed in bales having 500 bags in each bale and includes loading charges, transit Insurance, Transport charges, octroi and other connected expenses but exclusive of GST. The Successful bidder shall have to enter into an Agreement for supply of A Type 50 Kg Jute bags as per specification mentioned above on non judicial stamp paper of Rs. 100/-

### 3. DELIVERY

Month wise delivery schedule for various factories will be indicated in the agreement to be signed with the suppliers. Individual mills will send their requisition along with requisite bank draft (if supplier opts for cash payment) to the supplier who shall arrange to issue delivery order within 5 (five) days of the receipt of the requisition. In case delivery order is not issued within 5 days of the receipt of requisition, payment shall be made as per the contracted rate for the month in which supply is actually made, whichever is lower. In addition a penalty @ 2% of the value of supply per week of delay, subject to a maximum of 10% of the value of delayed consignment will be deducted from the security money of the bidder / supplier. The consignment should not be delayed beyond two weeks. However, Managing Director in extra ordinary circumstances, may allow period of delay beyond two weeks upto maximum of five weeks. If the delay exceeds beyond the permissible period, the consignment/order shall be rejected/cancelled and penalty shall be levied at the rate as mentioned above.

Any difficulty or problem in dispatches to any particular destination should be intimated immediately to the Federation as well as to the Coop. Sugar Factory concerned, so that an alternative arrangement could be ensured.

The federation and/or coop. sugar factory reserves the right to amend, divert, postpone, reduce or cancel any order under force major condition without any notice and without liability for damages/claims on this account.

The purchaser may vary the quantity as per assessment of requirement from time to time and may also change the delivery schedule in emergency by giving advance notice of at least 3 days before the schedule date of dispatch.

Inferior quality of bags shall be replaced by the supplier as far as possible if there are no force major circumstances within a month, and report of replacement of rejected bags be collected at the federation every month and quantity of rejected bags of each party be calculated. As per terms of agreement the value of rejected bags within the month plus 5% penalty be deducted from the security money. If the quantity of rejected bags is found more than 3% within a month, the supplies of concerned supplier may be stopped/ cancelled.

#### 4. **INSPECTION**

The supplied gunny bags may be subjected to pre dispatch inspection by DGS & D or any other specialized Inspecting Agency appointed by Federation at Factory/Federation cost as per specifications mentioned. In case the supplied bags are found defective in respect of size, stitching, weight, moisture, joint bag or breaking strength, the same shall be rejected by the mill society. The mill society will inform the manufacturer/supplier/inspecting agency about the rejection of the bags and reasons thereof for replacement. The rejected bags shall have to be taken back by the supplier at their own cost for replacement. Rejection by mill/federation at mill end shall be treated as final and neither supplier nor the inspecting agency shall be opened to contest the decision taken by the mill/federation, nor can this issue be alligated in any court of law.

#### 5. **EARNEST MONEY**

Each tender shall be accompanied by an earnest money of Rs. 28,00,000/- (Twenty Eight lacs) in form of the **RTGS/ NEFT/ NET BANKING only** in favour of U.P. Coop. Sugar Factories Federation Ltd., payable at Lucknow against supply of A Type 50 Kg Jute Bags. The tender without earnest money shall be liable to be rejected. No interest shall be payable on the earnest money (Government organization are exempted from the requirement of EMD).

#### 6. **AGREEMENT AND SECURITY DEPOSIT :**

The successful bidder shall deposit the security money or bank guarantee at the rate of 5% of the value of the number of bales A Type 50 Kg Jute bags for supply whereof offer has been made and accepted by the U.P. Coop. Sugar Factories Federation Ltd. at Lucknow within 7 days from the date of acceptance of the offer but prior to execution of agreement. No interest shall be paid on the security deposit. However, if the supplier takes payment after the supply has been made at the mill end, the above said security may be given in the form of **RTGS/ NEFT/ NET BANKING only** in favour of U.P. Co-operative Sugar Factories Federation Ltd. Payable at Lucknow. The refund of the security deposit shall be subject to timely and satisfactory supply of ordered quantity of gunny bags and on full and final adjustment of claims/dues of our units recoverable from the suppliers after deducting penalty, if any, under these terms. The earnest money of Rs. Twenty Three lacs shall be adjusted towards security deposit of the successful bidder and remaining Rs. 5.00 lacs will be kept as EMD.

7. **PAYMENT**

- a) Upon receipt of monthly delivery schedule from the Sugar Mill, supplier concerned will gear up the production activity in such a way as to keep in readiness sufficient quantity of A Type 50 Kg Jute Bag in ready stock duly inspected so that in the event of quantity / lot being rejected by the mill society/Inspection agency, delivery is not hampered.
- b) The payment by bank draft shall be made in the denomination of 41 bales or 48 bales of 500 bags each bale against receipt of delivery order and dispatch documents. However if the payment is not taken by the supplier before delivery, the same shall be paid within seven days of the satisfactory receipt of the gunny bags at the mill end.

8. **RETURN OF BALANCE AMOUNT :**

The supplier shall arrange to send the summarized statement of account of the season and refund the balance amount standing to the credit of coop. Sugar Factories within a fortnight of completion of supply or by **1st June 2023** whichever is earlier, failing which an interest @ 18% for the amount detained, shall be charged.

9 **ARBITRATION :**

Solely for the purposes of settlement of any dispute arising between the parties out of this agreement, the contractor shall be treated as an agent of the mill and any dispute arising out and between the parties to this agreement shall be referred to arbitration to the Registrar in accordance with Section 70 of the U.P. Cooperative Societies Act, 1965.

10. **e-BIDS OPENING :**

The tender will be received on the due date in the Federation Office 9-A, Rana Pratap Marg, Lucknow. The bidder are requested to remain present or to send their authorised representatives holding power of Attorney on behalf of the Jute Mill at the time of opening the tender and possible negotiations.

11. **JOINT BAGS :**

4% Joint Bags are to be accepted as per norms laid down in the ISI specifications by Mill Society.

12. **GENERAL CONDITIONS :**

- a) The supplier has to supply only A Type Jute Bag 50 Kg of good quality as specified in para 1 and in scheduled times. In case supplies are not made in schedule time or the quality of the material supplied is inferior, the allotted mill societies reserve the right to purchase the required Gunny bags from open market or any other source and the differential cost shall be debited to manufacturers/sellers account.
- b) In case the supplies are not as per specified quality and is of inferior quality the bags may be rejected. The manufacturer / supplier is liable for the F.O.R. (including

transportation) cost of the rejected bags together with a penalty of 5% of the cost for claim of such rejected bags.

- c) Manufacturer/supplier is required to deposit ten bags of the company as sample in Federation Office at the time of technical bid opening. Mill society may get the sample inspected by any agency or test it in house for ensuring confirmation of quality specification of the sample prescribed in para 1 of the tender form.
- d) Manufacturer/supplier may be required to put an additional coloured strip of desired colour as directed by Federation for the identification of the manufacturer/ company of which gunny bags is supplied .
- e) Tolerance in weight of gunny bags shall be allowed as per ISI 15138:2010 Type A shall be measured as 87.5 (+3) x 58.5 (+3) and weight will be 630 gms +7.5 or -6.0 picks in type of A 31 (+2 or -1) Ends in type of A 68 (+4 or -2) moisture percent upto the limit of Type A 22% the net weight of one bale shall not be less than 315 kg excluding the weight of the binding material.
- f) Rejected Gunny bags will be replaced by the supplier at their own cost. In case the balance quantity of rejected bags is more than 1% excluding replaced bags the earnest money deposited by the bidder may be forfeited. In case the rejection of the bags is more that 3% including replaced bags of the supplied gunny bags, the earnest money deposited by the supplier may be forfeited and the party may be black listed. The value of rejected bags plus the penalties to be levied under this agreement shall be deducted from the security money of supplier.
- g) Normally negotiation of rates shall not be done, if required, negotiation of rates can be done with L-1 party.
- h) The Bidder shall upload all required documents strictly at the time of filling e-Tender. No physical document will be accepted at any case during the Tender Process.
- i) The bidder should submit affidavit for in relation to the E-Tender Form Debar and integrity pact (IP) as per attach Performa on Rs.100 Non judicial stamp paper to be uploaded E Tender and hardcopy to be sent through courier/ by post.
- j) Bidder/Supplier himself or his representative is not required to present at the time of technical/financial bid opening. Complete tendering process will be conducted faceless.
- k) If required L-1 bidder will be called for necessary negotiation afterwards.
- l) After the finalization of rate contract the copy of the said rate contract, will be sent to the concerned supplier & all 24 mills vide e-mail & same will be uploaded on e-tender portal.
- m) If the supplier/bidder is registered with M.S.M.E/Startup should submit the such order, quality and performance report for only one year of material supply to participate in the e-tender. If the tender is final in favour of the supplier registered in the M.S.M.E/Startup, such bidder will have to submit Security Money as per tender document.



- n) If in any case any bidder/supplier impose undue influence (Convincing) in that case the concerned bidder/supplier will be debarred for next 3 years to participate in any tender process of Federation.
- o) Any bidder/Supplier are disputed in court not participate in Federation tender.

The U.P. Co-op. Sugar Factories Federation Ltd., Lucknow reserves the right to reject any or all tenders without assigning any reason thereof.

Incomplete and conditional tender shall be liable to be rejected.

All the Terms and conditions are accepted

(Signature)

Designation of the authorised person  
Name & Seal of Supplier's Firm

### **SECTION III: TECHNICAL E-BID**

- III(A) e Bid FORM**
- III(B) SCHEDULE OF REQUIREMENTS**
- III(C) TECHNICAL SPECIFICATIONS**
- III(D) AGREEMENTS**
- III(E) PERFORMANCE STATEMENT**
- III(F) CAPABILITY STATEMENT**

**SECTION III(A): e- bid FORM**

Date:.....  
**UPSUGARFED/GB/2023-24/P-10707**

To:  
The Managing Director,  
UP. Cooperative Sugar Factories Federation Ltd.  
9-A, Rana Pratap Marg,  
Lucknow-226 001

Dear Sir,

Having examined the e-Bid Documents, we, the undersigned, offer to deliver..... (Description of Goods and Services) in conformity with the said e-Bid (Section II) of the e-Bid Document and will supply A Type Jute Bag 50 Kg from our manufacturing works/units as per specifications ( Section III(c)) to your factories in addition to this , the particulars of our organization such as legal status, details of experience and past performance, capability statement and the required e-Bid /EMD for Rs. 28,00,000 (Rupees Twenty Eight Lacs only) in the form of RTGS/ NEFT/ NET BANKING only, pledged in favour of U.P. Cooperative Sugar Factories Federation Ltd, Lucknow, is furnished with this e-Bid form.

We further undertake, if our e-Bid is accepted, to deliver the A Type Jute Bag 50 Kg in accordance with the delivery schedule specified in the Schedule of Requirements (Section III(B)).

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 the terms and conditions of the e-tender Document are acceptable to us.

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

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

Dated this.....day of October

-----  
Signature

-----  
(in the capacity of)

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

**SECTION III(B): SCHEDULE OF REQUIREMENTS**

<b>Item Code</b>	<b>Brief Description</b>	<b>Destination</b>	<b>Delivery Schedule</b>	<b>e-Bid E.M.D</b>
	As per the details given in the SECTION III (C) TECHNICAL SPECIFICATIONS	Various sugar Factories of UP co-op. sugar Federation Ltd. located in different parts of U.P.	Month wise delivery schedule for various sugar factories will be indicated in the agreement to be signed with the suppliers. Individual mills will send their requisition along with requisite bank draft to the supplier who shall arrange to issue delivery within 5 days of the receipt of the requisition.	Rs 28,00,000/- (Rupees Twenty Eight Lakh) only

### SECTION III (C) TECHNICAL SPECIFICATIONS

Jute Bags of ISI specification No. IS 15138 : 2010 accordance with the specification given in sugar (packing and Marketing) order 2002 Type A shall be measured as 87.5 (+3) x 58.5 (+3) and weight will be 630 gms +7.5 or -6.0 picks in type of A 31 (+2 or -1) Ends in type of A 68 (+4 or -2) moisture percent upto the limit of Type A 22% the net weight of one bale shall not be less than 315 kg, excluding the weight of the binding material. Type A bags shall be made from single piece of 568 g/m<sup>2</sup> double warp, plain weave jute fabric of uniform construction with warp running along the length of the bag (any change in ISI/BIS standard will be treated as a part of this specifications). The material manufactured by any other mill shall not be accepted. The jute bags used for packing food items such as sugar shall be manufactured from raw jute of Indian origin.

#### MONTHWISE SUPPLY CAPACITY (IN BALES)

			<b>A Type Jute Bags(50Kg)</b>
a.	November	2023	.....
b.	December	2023	.....
c.	January	2024	.....
d.	February	2024	.....
e.	March	2024	.....
f.	April	2024	.....
g.	May	2024	.....
Total quantities offered			.....

## AGREEMENT(50 Kg)

This agreement made on      day of                      between the Uttar Pradesh Cooperative Sugar Factories Federation Ltd. an Apex Cooperative Society Registered under the Cooperative Societies Act, 1965 (U.P. Act No. XI of 1966) and having its registered office at 9-A, Rana Pratap Marg, Lucknow U.P., with expression where the context so admit, include their constituent cooperative Sugar Mills Societies and Successors, executors, administrators and assign) of the one part hereinafter called the "Buyer" and M/s a registered company granted recognition under section-6, of the forward contractors (Regulations) Act, 1952, under the Company Act, 1956, (hereinafter called "The Seller" which expression where the context so admits include their successors, executors, administrators and assigns) on the other part.

WHEREAS the Federation requires the supply of (.....) bales of Type A shall be measured as 87.5 (+3) x 58.5 (+3) and weight will be 630 gms +7.5 or -6.0 picks in type of A 31 (+2 or -1) Ends in type of A 68 (+4 or -2) moisture percent upto the limit of Type A 22% the net weight of one bale shall not be less than 315 kg, excluding the weight of the binding material. Type A bags shall be made from single piece of 568 g/m<sup>2</sup> double warp, plain weave jute fabric of uniform construction with warp running along the length of the bag (any change in ISI/BIS standard will be treated as a part of this specifications). The material manufactured by any other mill shall not be accepted.

AND WHEREAS the seller has agreed to supply (.....) bales of A Type 50 Kg Jute Bags subject to the terms and conditions of this agreement as also in terms of the bylaws (copy annexed herewith) for trading in Jute Goods of East India Jute & Hessian Exchange Limited, of which the seller is a member.

### NOW IT IS HEREBY AGREED BETWEEN THE PARTIES :

The seller undertakes to supply only ISI marked A Type Jute Bag 50 Kg conforming to ISI specification no 15138:2010 read with amendment no. 1 thereof and in accordance with the specifications given in Sugar (packing & marking) order, 1970 as amended from time to time subject to tolerance in weight as per clause 5 (iv).

1. The price for all supplies of A Type 50 Kg Jute bags strictly conforming to above specification shall be payable to the seller in terms of a F.O.R. rate basis of **Rs. ....** A Type 50 Kg Jute Bags inclusive of transport charges, loading charges, transit insurance, octroi and other miscellaneous expenses, but exclusive of GST. The Seller will ensure that Gunny bags supplied are fully insured upto the destination i.e. mill society.
2. Before executing this agreement, the seller has to deposit with the Federation a security deposit amount of 5% of the total value of the number of bag to be supplied (including the earnest money i.e. Rs. 5.00 lacs deposited at the time of tender) by the **RTGS/ NEFT/ NET BANKING only** on any Nationalised Bank payable to U.P.

Cooperative Sugar Factories Federation Ltd., Lucknow at Lucknow. Minimum Security deposit will be 5% of bale cost (Including the EMD). No interest shall be paid on the security deposit. The refund of the security supply of ordered quality and quantity of gunny bags and on full and final adjustment of claims /dues/penalties of our mill societies recoverable from the suppliers as per terms mentioned in this agreement.

4. a. It is further agreed that upon receipt of monthly delivery schedule from the federation, the seller shall gear up the production activity in such a way so as to keep in readiness the sufficient number of bales and to ensure delivery as per schedule.
  - b. The payment by Bank Drafts shall be made in the multiples of 41 bale and 48 bale of 500 bags A Type 50 Kg Jute Bag each only after the delivery order and dispatch documents along with the inspection report have been issued and confirmed by the supplier.
3. The supplied gunny bags may be inspected by the DGS and D or Institute of Jute Technology (I.J.T) specialized Inspecting Agency appointed by Federation at sole discretion of Federation at Factory/Federation cost as per ISI specifications. Every consignment shall be checked randomly before dispatch of the goods and supplier shall provide all necessary assistance in this regard. In case the supplied bags are found defective in respect of size, stitching, weight, moisture, joint bags or breaking strength, the same shall be rejected by the mill society. The mill society will inform the manufacturer/supplier about the rejection of the bags and reasons thereof. In case of rejection of the gunny bags, the manufacturer/supplier is liable for the following:
- p) The mill society will inform the manufacturer/inspecting Agency about the rejection of the bags and reasons thereof for replacement. The rejected bags shall have to be taken back by the supplier at their own cost for replacement within a month as far as possible if there are no force major circumstances. Rejection by Mill/Federation at mill end shall be treated as final and neither supplier nor the inspecting agency shall have right to contest the decision taken by neither the mill/Federation, nor this issue can be litigated in any court of law.
  - ii) In case the supplies are not made in schedule time or the quality of material supplied is inferior, the allotted mill society reserves the right to purchase the schedule/ordered quantity of gunny bags from open market and the differential cost shall be debited to manufacturer/ sellers account.
  - iii) In case the supplies are not as per prescribed specifications the gunny bags may be rejected. The seller is liable for the F.O.R. (including transportation) cost of the rejected bags together with a penalty of 5% of the FOR cost for claim of such rejected bags and the same will be deducted from the security money. If the quantity of rejected bags is found more than 3% within a month, the supplies of concerned supplier may be stopped/cancelled.

Tolerance in weight of Type A shall be measured as 87.5 (+3) x 58.5 (+3) and weight will be 630 gms +7.5 or -6.0 picks in type of A 31 (+2 or -1) Ends in type of

A 68 (+4 or -2) moisture percent upto the limit of Type A 22% the net weight of one bale shall not be less than 315 kg excluding the weight of the binding material.

- iv) Rejected gunny bags will be replaced by the supplier at their own cost. In case the balance quantity of rejected bags is more than 1% excluding replaced bags the earnest money deposited by the supplier will be forfeited. In case the rejection of the bags is more than 3%, of the supplied gunny bags including the replaced bags, the earnest money deposited by the supplier shall be forfeited and the party may be black listed.
- 4. The seller shall dispatch gunny bags by truck. After the supplies in respect of a particular month's delivery schedule have been completed, the seller shall submit to the Federation precise statement indicating the details of delivery order in the following manner:
  - i. No. and date of delivery order and number of bales covered therein,
  - ii) Date on which delivery actually affected and number of bales delivered in the truck.
- 7 The Seller shall be liable to handover complete document i.e Bill, Challan form 38 ( Road permit) filled with requisite information (value, seller name and seal) as per rules/ regulations laid down by the Govt. of W.B. Bihar & U.P.
- 8 Tentative schedule of deliveries of the said gunny bags to the cooperative sugar factories has been indicated in the appendix schedule "A" to agreement but the buyers shall have the right, to divert or postpone required. Deliveries of the said gunny bags to other cooperative sugar factories as by and when The destination where the supplies are to be effected shall be confirmed the buyer's/factories.
- 9 The buyer may vary the quantity as per assessment of requirement from the unit of the Federation and also change the delivery schedule of contingency so arise. In case the buyer is unable to remit the total amount of the quantity of monthly delivery schedule provided by the buyer to the seller, the quantity as has fallen short to the corresponding value of the balance quantity of the particular month shall be carried forward in the next month delivery schedule or to the month there after till the last month of the supply.
  - i) The Federation and /or Cooperative Sugar Factory/Buyer reserves the right to amend divert, postpone reduce or cancel any other under force major condition without any notice and without liability for damages /claims on this account.
  - ii) In case the quality of the supplied gunny bags is inferior and the gunny bags are not supplied in time the mill societies may divert, postpone, reduce or cancel the quantities to be supplied by the manufacturer.
- 10. The seller shall ensure supplies in such a manner that these are completed in accordance with monthly delivery schedule of supply to be provided by the Federation. The various monthly supplies are to be so dispatched that they are



completed within 5 days or receipt of the requisition payment shall be made at the contracted rate for the month in which supply was due or the rate for the month in which supply is actually made whichever is lower. In addition, a penalty @ 2% of the value of supply per week or part thereof for this delay subject to maximum of 10% will be deducted from the security money of the seller. The consignment should not be delayed beyond two weeks. However Managing Director may in extra ordinary circumstances, allow period of delay beyond two weeks upto maximum of five weeks. If the delay exceed beyond the permissible period the consignment /order shall be rejected/ cancelled. In that case penalty shall be levied as mentioned above. Any difficulty or problem in dispatches to any particular destination should be intimated in time to the concerned cooperative Sugar Factory so that an alternate arrangement could be ensured.

11. Manufacturer/supplier is required to deposit a sample of the bags of the company in the mill society before the start of dispatches. Mill society may get the sample inspected by any agency or test house for ensuring confirmation or ISI specifications of the sample. The manufacturer will ensure the supplies of Gunny Bags as per ISI specifications subject to provisions made in clause 5 and the sample.
12. Manufacturer/supplier may be required to put an additional & strip on the gunny bags for the identification of the manufacturing/company of which gunny bags is supplied.
13. JOINT BAGS : 4% joint bas are to be accepted as per norms laid down in the ISI specifications by mill society.
14. In case of breach of any condition of the contract by the seller the Managing Director U.P. Cooperative Sugar Factories Federation Ltd, shall have the power/right to reject, cancel the contract between Federation./Buyer and seller in writing by assigning the reasons there of. In this even the EMD and security money deposited by the seller with the buyer shall stand forfeited and the seller shall be further liable to pay the damages, if any (as provided in Indian Contract Act, 1872) to U.P. cooperative Sugar Factories Federation Limited or its constituent Cooperative Sugar Factories to the extent the same exceeds the security money, already deposited by the seller with the buyers as per liability under law, in addition to contractual liability.
15. ARBITRATION :  
  
Solely for the purposes of settlement of any dispute arising between the parties out of this agreement, the contractor shall be treated as an agent of the mill and any dispute arising out and between the parties to this agreement shall be referred to arbitration to the Registrar in accordance with Section 70 of the U.P. Cooperative Societies Act, 1965.
16. The parties of this agreement agree that principal civil court of original Jurisdiction district Lucknow subordinate to the High Court Allahabad (Lucknow Bench) alone have jurisdiction to the exclusion of all other courts.

In witness whereof Sri Vinod Kumar General Manager (Purchase), U.P. Cooperative Sugar Factories Federation, 9-A Rana Pratap Marg, Lucknow for and on behalf of the Purchase / Buyers and Sri \_\_\_\_\_ on behalf of the Gunny Bag Supplier have signed this agreement on the date and year first above written.

On Behalf of Purchaser

On behalf of supplier

(SIGNATURE)

(SIGNATURE)

(Name of Authorised person, designation  
Signed, sealed and delivered by the said)

(Name of Authorised person, designation  
Signed, sealed and delivered by the said)

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2.in the presence of (WITNESSES)

1.....

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**SECTION III (E) : PERFORMANCE STATEMENT**

**A type 50 kgs supplied satisfactorily in previous three years to sugar mills, RFC or any public sector undertaking**

Order placed by (Full addresses of sugar mills, RFC or any public sector undertaking)	Order No & Date	Description & Quantity of ordered material	Value of Order (₹)	Date of Completion of Delivery		Remarks indicating reasons for late delivery, if any
				As per Contract	Actual	
1	2	3	4	5	6	7

Seal and signature of the bidder \_\_\_\_\_

With Name of Authorized

Official signing the agreement.

### SECTION III (F) : CAPABILITY STATEMENT (CS)

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

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(b) Name of Authorized Official

(c) Phone:

(d) Fax:

(e) E-mail:

(f) Principal place of business

(g) Website of Bidder's Firm

2. Parties Will Have to upload the scanned copies with the Tender and furnish Under Noted Information during The Technical Discussions with Documentary Proof:

S.No.	Particulars	A type 50 kgs Jute Bag
1	Certificate of Jute commissioner regarding sacking production capacity	
2	Production sacking capacity MT/ month	
3	Bureau of Indian Standard License endorsement	
4	Authorization letter by the Managing director for the authorized person	
5	Detail of E.M.D and Tender Fees	
6	Name of Jute Mills and Monthly production capacity ( where from supply will be made)	
7	Details of previous satisfactory supply of A Type Jute Bag 50 Kg to sugar factories. RFC or any public sector undertaking of last three year along with performance certificate	
8	Details of last three years turnover duly certified by CA 2020-2021 2021-2022 2022-2023	
9	Details of Income Tax Registration	
10	Details of GST Registration	
11	Status of the company along with names of Directors/Partners/Proprietor along with documents	
12	Sample of Gunny Bags (10 Nos 50 kg to be produced along with technical bid duly stamped and signed by the supplier.	
13	Affidavit for Black list /debarred/Disqualified as per attach Performa on Rs.100 non judicial Stamp Paper.	
14	Details of cost production	

	a. Cost of Raw material	
	b. Conversion cost	
	c. Other expenses	
	d. Profit margin	
	e. Total cost per bag	
15	RTGS details 1. Name of the bank 2. Account number 3. IFSC Code	

Seal and signature of the bidder \_\_\_\_\_  
With Name of Authorized  
Official signing the agreement.

**SECTION IV: FINANCIAL e-Bid**

**IV (A) e –Bid FORM**

**IV (B) PRICE SCHEDULE/BOQ**

**SECTION IV(A) : e bid FORM**

Date:.....

IFB No **UPSUGARFED/GB/2023-24/P-10707**

To:

The Managing Director,  
UP. Cooperative Sugar Factories Federation Ltd.  
9-A, Rana Pratap Marg,  
Lucknow-226 001

Dear Sir,

Having examined the e-Bid Documents, we the undersigned, offer to supply (Description of Goods and services) in conformity with the said e-Bid Documents for the rates as may be ascertained in accordance with the schedule of rates attached herewith and made part of this e-bid, and hereby undertake that we accept all terms and conditions of the contract ( section II) of the e-Bid Document and will supply A Type Jute Bag 50 Kg from our manufacturing works/unit as per the Technical specifications ( Section III (c) to your sugar factories In addition to this, the particulars of our organization such as legal status principal place of business, details of experience and past performance, capability statement and the required e-Bid EMD in the form of **RTGS/ NEFT/ NET BANKING only**, pledged in favour of U.P. Cooperative Sugar Factories Federation Ltd. Lucknow are furnished with this e-Bid form

We further undertake, if our e-Bid is accepted, to deliver the goods in accordance with the delivery schedule specified in the schedule of Requirements (section III(b))

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 you, written acceptance thereof and your notification of award shall constitute a binding contract between 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 .....day of December .

.....  
(Signature & Name of official) ( In the capacity of )

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

## SECTION IV(B): PRICE SCHEDULE / BOQ



15

Tender Inviting Authority: U.P. Co-operative Sugar Factories Federation Ltd., Lucknow

Name of Work: COMPETITIVE e-bidding FOR SUPPLY OF A TYPE JUTE BAG 50 KG FOR VARIOUS COOP SUGAR FACTORIES IN UTTAR PRADESH FOR THE SEASON 2023-24

Contract No: UPSUGARFED/GB/2023-24/P-10707

Name of the Bidder/ Bidding Firm / Company :					
<p><b>PRICE SCHEDULE</b> (DOMESTIC TENDERS - RATES ARE TO GIVEN IN RUPEES (INR) ONLY)</p> <p style="color: red;">(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 )</p>					
NUMBER #	TEXT #	NUMBER #	NUMBER	NUMBER #	TEXT #
Sl. No.	Item Description	Rate Per Bag (F.O.R destination) In Figures To be entered by the Bidder in Rupees <b>Rs. P</b>	GST Amount in INR <b>Rs. P</b>	TOTAL AMOUNT With Taxes  in <b>Rs. P</b>	TOTAL AMOUNT in Words
1	2	7	9	14	15
1	Jute Bag				
1.01	Rate of A Type Jute Bags (50 Kg) IS specification no. IS 15138:2010 per bag (F.O.R. destination) latest amendment if any as per terms and conditions of tender document (exclusive of GST but inclusive of transportation charges, loading charges, transit insurance, octroi etc and other relevant miscellaneous expenses will be borne by the supplier)			0.00	INR Zero Only
Total in Figures				<b>0.00</b>	INR Zero Only
Quoted Rate in Words	<b>INR Zero Only</b>				



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

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

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

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

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

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

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

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

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

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

9. In case of failure or default in terms of this affidavit the officers of Federation/Public Authority will be subjected to actions prescribed under the relevant Servant Conduct Rules/Discipline and Appeal Rules etc. including penal actions and prosecution, while the Supplier will bear any or a combination of following penalties:

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

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

**Deponent**

Verification

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

Signed and verified on .....

**Deponent**

I identify the deponent who has signed before me.  
Advocate