

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

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COMPETITIVE e-bidding
FOR
SUPPLY OF HAND PICKED UNSLACKED LIME FOR VARIOUS COOP SUGAR
FACTORIES IN UTTAR PRADESH FOR THE SEASON 2023-24

e-bid REFERENCE : UPSUGARFED/LIME/2023-24/P-10687

LAST DATE AND TIME FOR SUBMISSION OF E-Bids : **16/10/2023 - 12:00 PM**

DATE AND TIME OF OPENING OF ON LINE TECHNICAL e-Bids : **16/10/2023 - 12:15 PM**

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-tender Document Processing /Cost +18% GST: **Rs 2360.00**

e-Bid EMD : **Rs. 1,50,000/- (for 3 MILLS)**
Rs. 3,00,000/- (for 4 MILLS)

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

This Document Contains – 38 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.

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**UTTAR PRADESH COOPERATIVE SUGAR FACTORIES FEDERATION
LIMITED**

9-A, RANA PRATAP MARG,LUCKNOW

Ph no. 0522-2200183,2628310
E mail : upsugarfed @ yahoo.co.in

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

Ref no.P-10686 /UPF(CP)/2023-24

Dated : 09/10/2023

SHORT TERM TENDER NOTICE

On line e-tenders are invited from original manufacturers (as per details given in tender documents) for lime (Anoopshahr, Bilaspur, Sarsawa and Semikhera) Cooperative Sugar Factories of U.P. The e-tender documents with detailed specifications, terms and conditions etc. can be downloaded from e- tender portal <http://etender.up.nic.in> & federation website 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-Bid

Online e-bids are invited for supply of Hand Picked **Unslakcked Lime from Manufacturer** having supplied a HAND PICKED UNSLACKED LIME to our Cooperative Sugar Factories located in Uttar Pradesh and other Private Sugar Factories or any Industry/Sector.

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 from **09/10/2023 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 http://etender.up.nic.in and Federation's website www.upsugarfed.org and tender Document will be available from 09/10/2023 at 6:55 PM at e-Procurement web site http://etender.up.nic.in and Federation's website www.upsugarfed.org
(b)	Availability of tender document on website	09/10/2023 from 6:55 PM at e-Procurement web site http://etender.up.nic.in and Federation's website www.upsugarfed.org
(c)	Clarification start date & time	09/10/2023 from 6:55 PM
(d)	Clarification end date & time	13/10/2023 upto 2:00 PM
(e)	Corrigendum can be uploaded	13/10/2023 upto 14:00 PM
(f)	e-Bid submission start date & time (Submission of e-tender fee, EMD and other supporting documents in PDF/XLS format)	09/10/2023 from 6:55 PM
(g)	e-Bid submission end date & Time	16/10/2023 upto 12:00 PM
(h)	Online technical e-Bid opening date & time	16/10/2023 at 12:15 PM
(i)	Online financial e-Bid opening date & time (Only of technically qualified bidders)	16/10/2023 at 2:00 PM

(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
(l)	Cost of e-Bid document	Rs 2360.00 (Rupees Two Thousand Three Hundred Sixty Only) (Non-refundable)
(m)	e-Bid (Earnest Money Deposit)	As on Page no. 1
(n)	Earnest Money	<p>Earnest Money & Tender Fee Deposited in Favour of U.P.Coop. Sugar Factories Federation Ltd through RTGS/NEFT/NET BANKING. The Details are as under.</p> <p><u>Name of Beneficiary</u> :- U.P.Coop. Sugar Factories Federation Ltd</p> <p><u>Bank Account No</u> :- 53012823858</p> <p><u>IFSC Code No</u> :- SBIN0060284</p> <p><u>Name of Bank Branch</u> :- Vidhan Sabha Marg Lucknow.</p>

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 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. 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
Punjab National Bank
Ashok Marg, Lucknow
A/C No. 7177002100000669
IFS code- PUNB0717700

For E-Tendering Enquiry Please Contact Following Persons

- 01.Sri Rritvik Saxena Federation - 09415526023,0780888823
02.Sri Vipul Srivastava (Federation) - 07800001845

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 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 RTGS/ NEFT/ NET BANKING only payable in favour of U.P. Cooperative Sugar Factories Federation Ltd, Lucknow. This e-tender document fee of Rs. 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:
- (a) Invitation for e-Bid
 - (b) Section I : Instruction to bidders (ITB);
 - (c) Section II : **Conditions of E-tender/Contract (CC)**;
 - (d) Section III : Technical e-Bid;
 - (e) 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.

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

(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 Security/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 separately in the downloaded spread sheet file for Price Schedule/BOQ basic unit price (freight, G.S.T. extra) in the specified places for all the goods mentioned in Section IV B of Price Schedule/BOQ.

8.2 The price of material calculated the L1 rate (F.O.R Site basis) including freight, loading, packing forwarding and GST. The bidder has to submit relevant papers to the concerned mill to claim input tax credit.

(a) The rates will remain same/decrease for supplies made till end of December 2023. From 1st of January 2024, the prices of quick lime shall be increased or decreased @ at 16% if basic price of Reliance pet coke increase or decrease more than @ 500/- per MT only and the amendment shall be carried out every 1st of the upcoming month on the basis of Reliance pet coke prices either through mail or on their letter head. The current rates are decided based on the Reliance Jamnagar pet coke price list which effective at the time of tender i.e. on 16/10/2023.

If rates of pet coke reduced in the month of October, November and December 2023, that till be taken into account for fixing the rates of month October, November and December 2023. But no escalation is done in these month i.e. October, November and December 2023 from January 2024 onwards rates be increased / decreased.

(b) Note: No increase or decrease in quick lime prices less than Rs. 80/- per MT will be considered i.e. Increase or decrease of pet coke basic prices by @Rs. 500/- per MT ($500 \times 16\% = 80.00$).

9 e-Bid Currencies

Prices shall be quoted in Indian Rupees only.

10 Documents Establishing bidder's Qualification

Bid's Qualification

The bidder should have supplied at the material during last 05 years ending on the date of bidding and material should be in successful supply for at least 02 years on the date of bid opening.

DisQualification

Even if the applicant meets eligibility criteria and PQC he may be subject to disqualification if he or any or the constituent partner is found to have made the following :-

- 1-Misleading or false representations in the forms, statements, affidavits and attachments submitted in proof of the qualification requirement.
- 2-Bidders on account of currency of debarment by any Government agency.

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 **A)** Pursuant to ITB Clause 6, the bidder shall furnish, as part of its e-Bid, an e-Bid EMD as on Page No. 1 in form of RTGS / NEFT/ NET BANKING, 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.

B) If the supplier / bidder is registered with MSME / Startup, may not submit such EMD at the time of technical bid opening. If the tender is final in favour of the supplier registered in the MSME / Startup, such bidder bill have to submit the security money as per tender document.

- 12.2 The e-Bid EMD is required to protect the Purchaser against the risk of bidder's conduct which would warrant the EMD 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 security 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 NEFT/R.T.G.S. as promptly as possible after the expiration of the period of e-Bid validity prescribed by the Purchaser, pursuant to ITB Clause 13.

12.6 The e-Bid security 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 performance security .
 - (iii) to deliver goods/service as per rate contract as per delivery schedule

13 Period of Validity of e-Bid

13.1 e-Bid shall remain valid up to 90 days and the Rate contract for the period up to which the crushing of season 2023-24 continues of the cooperative factories of federation or **30/06/2024** whichever is later 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 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. 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 on 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 **12:00 PM on 16/10/2023** (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 through RTGS/ NEFT/ NET BANKING 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 security, 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. The Purchaser will open all technical e-Bids, in the presence of purchase committee at 12:15 PM on 16/10/2023 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 name of such bidders not meeting the Technical Specifications and qualification requirement shall be informed by e-mail/telephone call subsequently.
- 19.A.3 The Purchaser 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 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 e-Bids of technically qualified bidders shall be opened on 16/10/2023 at 02:00 PM in the presence of purchase committee.
- 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 security 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 (A) Bidder/supplier has to submit the order copy of Lime in last five years to sugar mill/other industries minimum 2 years purchase order copies cooperative of any state / private sector. The preference shall be given to the parties which have supplied **minimum 2000 MT HAND PICKED UNSLACKED LIME during 2022-2023 to sugar factories/other industries.**

(B) Satisfactory performance certificate for Lime, in last five years to sugar mills/other industries minimum 2 years of supply of performance certificate of state co-operative mill/private sector.

(C) If the supplier / bidder is registered with MSME / Startup, may submit the such Order Copies and Performance Certificate for only one year of material supply to participate in the E-Tender.

21.2 The bidder shall submit the certificate for NOC from pollution control board.

21.3 Only those supplier will participate in the tender Who have minimum 10 Ton Capacity of Lime Production From their own Lime kilns. Submit the proof.

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 A) Average Annual turnover of the bidders during the last 3 years ending 31st march of the previous financial year should be atleast 228.00 Lacs duly certified by Chartered Accountant and UDIN number.

B) As per circular of Govt. of India dated 10.03.2016 to encourage the small firm registered in MSME/startup, a relaxation in annual turnover may be granted in the above reference firm registered with MSME/startup with the annual turnover 100.00 Lacs minimum. Turnover certificate duly certified by Chartered Accountant and UDIN number.

C) As per the circular of Govt. of India dated 10-03-2016, 20-09-2016 & 25-07-2016 to encourage the small firm registered in M.S.M.E/Startup, a relaxation in annual turnover may be granted in the above reference firm registered with M.S.M.E./Startup with annual turnover for one year only for the amount mentioned in the above para.

21.6 The bidder shall submit the copies of LAST AUDIT balance sheet (certified by C.A.).

21.7 The bidder shall submit the copies of the Details of Income Tax Registration/PAN. The e-Bid submitted without required documentary proof shall be rejected.

21.8 The bidder shall submit the copies of the GST Registration.

21.9 A) 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.

B) The bidder/supplier shall submit the copy of Aadhaar Card of all partners and authorized person if any.

- 21.10 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.
- 21.11 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.
- 21.12 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 Sugar Mills 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 The Financial Bids will be opened by Tender Evaluation Committee [TEC]

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 Go UP projects and are liable for legal action taken by UPSUGAR FED

23 Contacting the Purchaser

- 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 evaluated 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 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 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 GST 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 The Purchaser will notify the successful bidder in writing by letter/e-mail/fax, that its e-Bid has been accepted. Normally it will be informed within 30 days after opening of E-commercial/financial bid except in unavoidable circumstances.
- 27.2 The notification of award will constitute the formation of the Contract.

28 Signing of Contract

- 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 provided in the e-Bid document, incorporating all conditions of the contract between the parties i.e. Purchaser and successful bidder.

SECTION II: CONDITIONS OF CONTRACT(CC)

1. PRICE

- A. The basic rates should be quoted on lime basic rate including loading and packing forwarding. Freight and GST extra as applicable.
- (c) B. The rates will remain same/decrease for supplies made till end of December 2023. From 1st of January 2024, the prices of quick lime shall be increased or decreased @ at 16% if basic price of Reliance pet coke increase or decrease more than @ 500/- per MT only and the amendment shall be carried out every 1st of the upcoming month on the basis of Reliance pet coke prices either through mail or on their letter head. The current rates are decided based on the Reliance Jamnagar pet coke price list which effective at the time of tender i.e. on 16/10/2023.
If rates of pet coke reduced in the month of October, November and December 2023, that till be taken into account for fixing the rates of month October, November and December 2023. But no escalation is done in these month i.e. October, November and December 2023 from January 2024 onwards rates be increased / decreased.

Note: No increase or decrease in quick lime prices less than Rs. 80/- per MT will be considered i.e. Increase or decrease of pet coke basic prices by @Rs. 500/- per MT ($500 \times 16\% = 80.00$).

2. DELIVERY

- (a) The supply must be completed s per Sugar Mills Schedule.
- (b) If the material is not delivered within stipulated period, the buyer reserves the right to return the goods at the cost and expenses of the supplier and shall recover all losses made in arranging supplies from other sources. The buyer also reserves the right to cancel the order and may claim all the amount paid against the order together with interest along with all expenses incurred by the buyer in addition to the loss mentioned above.
- (c) In case the mill societies accept late deliveries, the liquidated damages for delayed delivery @ of 0.5% per week for the unsupplied part of material subject to maximum of 5% may be charged by the concerned mill society.
Failure to supply and Risk Purchase Clause:-
- (c) If the supplier fails to supply any store in accordance with the terms and conditions has provided in the Rate Contract or fails to replace the stores as may be rejected by the sugar factories, within the time stipulated, the sugar factories shall at the risk and cost of supplier and without any notice or reference to his be entitled to purchase stores (of the same specifications) from any other source and at such price as the sugar factories shall in their sole discretion think fit and if such price shall exceed the rate set out in the rate contract, the supplier shall be liable to pay the sugar factory , the difference between the price at which such stores have been purchased by the sugar factories and at the price set out in the rate contract in addition to penalty and damages as set out in the rate contract.

3. INSPECTION

- (a) The supplied HAND PICKED UNSLACKED LIME may be inspected by the Sugar Factory. The rejected HAND PICKED UNSLACKED LIME shall have to be taken back by the supplier at their own cost for replacement. Rejection by mill/Federation shall be final.
- (b) The Purchaser shall have the right to visit the kiln/works of the supplier to inspect and to ensure the quality of the material as per specification. The inspection can be carried out by concerned unit, Head Office or any other inspection Agency.

4. EARNEST MONEY

Each tender shall be accompanied by an earnest money as on Page No. 1 in form of the RTGS/NEFT/NET BANKING in favour of U.P. Coop. Sugar Factories Federation Ltd., payable at Lucknow against supply of HAND PICKED UNSLACKED LIME. 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).

5. SECURITY AMOUNT:-

No additional Security Money shall require to be submitted. However, the EMD amount furnished by the successful bidder shall remain with the Purchaser as **Performance/Supply Security** till end of the crushing season 2023-24 and it will carry no interest. This Performance/Supply Security will be refunded after successful completion of the supply order.

6. PAYMENT

90% against supply of Lime and inspection of the material within 15 days and balance 10% after finalization of account after crushing season 2023-24.

7. 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.

8. GENERAL CONDITIONS :

- A. The supplier has to supply only "as per technical specification of HAND PICKED UNSLACKED LIME 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 HAND PICKED UNSLACKED LIME from open market or any other source and the differential cost shall be debited to your account.
- B. In case the supplies are not as per specified quality and is of inferior quality the HAND PICKED UNSLACKED LIME may be rejected. The supplier is liable for the F.O.R DESTINATION. (Including transportation) cost of the rejected HAND PICKED UNSLACKED LIME.
- C. Rejected HAND PICKED UNSLACKED LIME will be replaced by the supplier at their own cost. In case the balance quantity of rejected HAND PICKED UNSLACKED LIME.
- D. The bidders are required to furnish the documentary evidence to substantiate their claim of being manufacturer of lime by way of owning lime kilns. In absence of such documents/certificates, the tenders shall not be taken into consideration.
- E. The supplier has to maintain uninterrupted supply of HAND PICKED UNSLACKED LIME at the approved rates throughout the season. The order will be placed on the supplier by the individual sugar unit.
- F. In case, consumption of lime exceed as per RC issued. No. payment (including price, GST and Freight etc.) shall be made to supplier for additional quantity of lime consumed.
- G. After acceptance of Rate Contract/Order, if any party does not execute the same as per terms and conditions of the order, the party shall be de-listed/debarred for future dealings and their earnest money/security amount shall be forfeited.
- H. In case of HAND PICKED UNSLACKED LIME, the bidder should quote the rate for net weight of lime. The weight of packing material (i.e. Polythene Gunny Bags) should be deducted from the good weight of Lime bags. The lime should be packed in double screened polythene lined Gunny Bags.
- I. The Price (Rates) offered shall remain firm and no escalation on any account shall be allowed.
- J. Offered rates shall be valid for full crushing season 2022-2023 commencing from the date of technical and commercial discussions.
- K. The material less than the given purity shall not be accepted and same shall be rejected and returned to the supplier.
- L. The rates are to be quoted F.O.R. mill site as per BOQ format. The amount of GST should be specifically mentioned as Rs. as well as M.T. basis.
- M. The rates are to be quoted F.O.R. mill site as per BOQ format. The amount of Transportation should be specifically mentioned as Rs. as well as M.T. basis.

N. The bidder should adhere to the given delivery schedule in case there is any delay in supply of the lime as per required delivery scheduled. Liquidated damages @ ½% per week for unsupplied part of material subject to maximum of 5% will be charged from the supplier.

O. L-1 decided on the basis of F.O.R. mill site (Basic+Transportation+G.S.T.).

9. PACKING AND FORWARDING:

The material should be packed in secured and sound packing to avoid any damage during the transit. The packing list shall be kept inside each packet.

10. DESPATCH OF MATERIAL

(i) The material should be dispatched as per instructions given by the mill society. The material sent by Road Transport should be sent through the reputed Bank approved transport Co. And dully covered with transit Insurance. Seller will ensure that the goods are insured to avoid any loss or damage during transit.

(ii) The supply of material shall be made as per quantitative requirement and specifications given in the order. The excess quantity of supply will not be accepted and will have to be taken back by the supplier at their own cost and risk

11. QUALITY OF MATERIAL

(I) The material should strictly conform to the specifications given in the rate contract/order. The authorized representative of the Federation/Mill Society may inspect the material at supplier works/go-down before taking delivery. The supplier has to provide all facilities in the process of inspection.

(ii) The sub-standard material and material not conforming to the specifications will be rejected by the mill society. The supplier will arrange the transport of rejected material at their own cost and risk within 15 days from the factory premises.

(iii) All the supplied material are to be tested for its composition in a reputed & government approved laboratory /test house & the sample's shall be taken randomly by factory committee (if the supplier wants his representative can also be present during sampling item). In case the supplied material is found spurious, the same will be returned by the mill society. The loss on account of cost of material along with interest @18% shall be recovered from the party. Action for blacklisting the supplier may also be taken.

12. SANCTITY:

The Purchase Order is final contract between supplier and the mill society. Any terms and conditions of enquiry/letter, tender /quotation or any other documents inconsistent with the terms of purchase order will have no effect and will be null and void.

13. EARNEST MONEY AND SECURITY DEPOSIT:

A. The bidders are required to deposit an Earnest Money as on page No. 1 by RTGS / NEFT/ NET BANKING in favour of U.P.Cooperative Sugar Factories Federation Ltd,

Lucknow .The bidders without requisite amount of earnest money shall not be accepted for consideration.

- B. Government Agencies are exempted from depositing Earnest Money.
- C. The Earnest Money of the successful bidder, shall automatically be converted into security deposit which will be refunded to them without interest only after satisfactory execution of rate contract/order. In case the successful tender/seller is found defaulter in supplying material as per terms of rate contract/order, their security money shall be forfeited. The earnest money will be refunded without interest to the bidders in whose favour award of Rate Contract/Order is not decided.
- D. The bidders who are awarded with the rate Contract/order shall supply the material directly to our mill societies and in no case they shall be allowed to appoint their dealers for supply of material. The manufacturers who do not supply the material directly, may direct their dealers to participate in the tender and obtain rate contract/order directly from Federation. However material has to be dispatched from the Godown at their Lime kilns directly to the Mill.
- E. The offer should be supported by adequate past experience of the items. Copies of the orders of private sector/Public sector/Cooperative Sector should be attached with the e bid with their performance certificate.
 - F. After acceptance of Rate Contract/order, if any supplier (Bidder) does not execute the same as per terms and conditions of the rate contract/order, the party (Supplier) shall be black listed/debarred for future dealings with the Federation and their security deposit shall be forfeited.
 - G. The supplier should be registered with the GST Department so that they may provide INPUT TAX CREDIT for the items on which the same is available. They will provide all necessary documents such as GST etc. to our mill societies for enabling them to claim INPUT TAX CREDIT from the GST Department wherever applicable. In case of GST included in rates then the related documents will have to be furnished by the party, failing which amount of GST as per prevailing rate/rates will be deducted from payment made by the Factory.
 - H. In case the material supplied by your firm to our mill societies in earlier season is found spurious, defective or performance unsatisfactory, the rate contract issued to the Firm may be subsequently cancelled and the supplier may be asked to make payment of the claims made by the mill societies.
 - I. The validity of the offer should not be less than 90 days .After the acceptance of rate contract by the supplier, the same shall remain valid for full crushing season 2023-2024 i.e. up to 30/6/2024.
 - J. 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.
 - K. If required L-1 bidder will be called for necessary negotiation afterwords.
 - L. The bidder must have the valid authority of the firm submitting tender for making technical and commercial bid including negotiation.
 - M. The Federation reserves the right to issue rate contract/ order to one single supplier (bidder) or to distribute the same amongst several suppliers on the basis of lowest rate received.
 - N. The Bidder shall upload all required documents strictly at the time of filling e- Tender. No physical document will be accepted by hand at time of Opening Tender Processing.

- O. The U.P. Co-op. Sugar Factories Federation Ltd., Lucknow reserves the right to reject any or all tenders without assigning any reason thereof.
- P. Incomplete and conditional tender shall be liable to be rejected.
- Q. After the finalization of rate contract the copy of the said rate contract, will be sent to the concerned supplier & various mills vide e-mail & same will be uploaded on e- tender portal.
- R. 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.
- S. Any bidder/Supplier are disputed in court not participate in Federation tender.
- T. If the rates stipulated in the RC/order of the federation/mill society are higher in comparison to the supplies made by your firm to other sugar factories, the amount due to such rate difference is recoverable from the supplier. Charging of higher rates may also make the supplier liable for cancellation of rate contract together with considering black listing their firm and forfeiting the security/E.M.D.

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) PERFORMANCE STATEMENT
- III(E) CAPABILITY STATEMENT
- III(F) CHECK LIST

SECTION III (A): e-Bid FORM

Date:

IFB No.: UPSUGARFED/LIME/2023-24/P-10687

To:

The Managing Director,
U.P. Cooperative Sugar Factories federation Ltd,
9-A, Rana Pratap Marg
Lucknow(U.P)-226001

Dear Sir,

Having examined the e-Bid Documents, we, the undersigned, offer to deliver.....

(Description of LIME in conformity with the said e-Bid (Section II) of the e-Bid Document and will supply of LIME 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 in the form of RTGS / NEFT/ NET BANKING 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 LIME 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 of20.....

Signature

(in the capacity of)

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

SECTION III(B): SCHEDULE OF REQUIREMENTS

Item Code	Brief Description	Destination	Delivery Schedule	e-Bid EMD
	As per the details given in the SECTION III (C) TECHNICAL SPECIFICATIONS	Various sugar Factories of UP co- op. sugar Factories Federation Ltd. located in different parts of U.P.	As per Factory schedule	As on Page No. 1

SECTION III (C) TECHNICAL SPECIFICATIONS

SPECIFICATIONS:

A) Handpicked unslacked Lime having active CaO content 84% lime and above Silica (SiO₂) content less than 1.0% and Magnesia (Mgo) content less than 1.0% girt (unbrunt Limestone) less than 1%. Other impurities less than 1% and dust maximum 2% .The lime should be packed in double-screened Polythene Lined gunny bags.

N.B.: The maximum consumption of HAND PICKED UNSLACKED LIME should not exceed 0.20% of cane (including manufacturing process, ETP, Spray Pond etc.) no payment (including price, packing, Freight and GST etc.) shall be made to supplier for additional quantity of lime consumed.

Cost of production of HAND PICKED UNSLACKED LIME to be furnished based on the following points.

COST OF PRODUCTION RATES PER M.T. OF LIME FOR		CaO 84% and maximum consumption 0.20% (including ETP & spray)
1	Cost of Lime stone (Quality & specification Of lime stone should be given with rates On the basis of which cost of lime stone Is worked out)	
2	Cost of Coal (Grade of coal and its Rates and landing cost be given)	
3	Conversion cost	
4	Any other cost if any (mention the Same also along with details)	
5	Profit margin per M.T Total Production cost of Lime per MT) Duly certified by C.A.	
6	Capacity of manufacturing as per Authority	

Other Requirement/Terms

01. Give the details of the lime kiln as under:-

(a) Type of Lime kilns Round Flat

(b) No of Lime Kilns

(c) Size of kilns Height Dia

(d) Capacity per day of each kiln

- (e) No of working Kilns
- (f) Total capacity per day
- (g) Place where lime kilns are situated

02. Arrange of purchase of lime stone and
Its quantity. Specification and arrangement
Of coal with specification to be furnished
With the tender.

03. Quantity of lime supplied during 2021-22
(in MT) to standard Good sugar factories
Should be supported by copies of their
Purchase order. Specification of lime
Supplied rates etc (also bring the original
Papers for verification at the time of
Opening of technical bid)

- (i) Supplied to Coop. Sugar Factories (MT)
- (ii) Supplied to other good private sugar
Factories (M.T.)

Total quantity of lime supplied
During year 2021-2022 (in MT)

04. Cost of production of quick lime to be
Furnished based on the following points

- i Cost of Lime stone (Quality and specification
of lime stone should be given with rates on the
basis of which cost of lime stone is worked out)
- ii Cost of Coal (Grade of coal and its Rates and
landing cost be given)
- iii Conversion cost
- iv Any other cost if any (mention the same also
along with details)
- v Profit margin per M.T.
Total production cost of Lime per M.T.
Duly certified by C.A.
- vi Capacity of manufacturing as per authority
- vii Lime below cost of production will not be accepted

DEDUCTION CLAUSE for CaO content 84% and consumption 0.20% of cane
including ETP & spray:

1- Lime should be packed in double screened polythene lined Gunny Bags. Weight of
packing material will not be included in the gross weight of lime.

2-

- i. If CaO content of lime is less than 84% but upto 82% , the deduction shall be
made by the factories @ Rs.50/per MT on each fall of 0.5% in CaO content up
to 82%.
- ii- If CaO content is less than 82% but up to 80% then the deduction shall be
made by the factories @ Rs.50/- per MT on each fall of 0.5% in CaO content to
be reckoned from 84%.

- iii- In no case Lime below 80% CaO content would be accepted and the same will be rejected. Rejection of the consignments to the extent of 10% may result in cancellation of Rate Contract.

3. **Lime Quality Penalty**

To Ensure Quality Of Lime ,First Time Warring With deduction will be imposed , On second Occasion penalty will be double with issuing Last warring and On Third Occasion action will be taken to blacklist the supplier.

4- **SILICA CONTENT:**

- (i) If Silica (SiO_2) content in lime is 1.0% no deduction will be made
- (ii) If Silica (SiO_2) content is between 1.0% to 1.5% deduction shall be made at the rate of Rs. 50/- per MT on the basis of following manner:-
- a- The mills which have got tested the samples less than 3 (i.e. 1 or 2) the deduction due to excess silica should be made on the specific consignment for which testing has been made.
- b- The mills which have got tested 4 samples during the season, an average of all such samples to be taken and it should be applicable for the entire season supply for calculation of deduction due to excess silica content.
- c- In no case lime above 1.5% silica content would be accepted and same will be rejected.

4- The lime should be handpicked and percentage of dust should not exceed 2% beyond which prorata deduction in rate shall be made, subject to maximum limit of 5% .In case dust is found above 5% the lime shall be rejected If such supplies recur in more than 10% of consignment, the supplies shall be discontinued.

5- The un-burnt limestone should not exceed 1% and in case it is found more than 1% ,the deductions shall be made by the factories on the basis of direct weight basis. The weighment of entire unburnt grit/stones shall be done on monthly basis in presence of representative of the lime supplier. After weighing entire grit/stone, a deduction in weight be made by deducting 15% for moisture and if the net weight of the grit/stones is more than 1% deduction be made on total value of lime including rate plus freight. The information of deduction is to be communicated to the supplier every month on the basis of weighment of grit/stones. If representative of the supplier does not turn up on the fixed date for weighment of grit/stones, the mill society will conduct weighment in presence of committee constituted by mill and the same be communicate to the supplier.

6- The consumption of lime shall be calculated on monthly basis and if the consumption is higher as per the conditions of rate contract, deduction be made from supplier on monthly basis and the information of deduction be communicated to the Federation office in writing. If monthly lime consumption of any mill found higher than the rate contract conditions and it is brought to the notice of Federation, the Federation reserves the right to change the supplier during the season.

Dated:

Signature of authorized
Representative

SECTION III(D) : PERFORMANCE STATEMENT FORM

Proforma for Performance Statement

Name of Company/Firm.....

Order placed by (Full addresses of sugar mills, private and cooperative sugar mill for Hand Picked Unslacked Lime)	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

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

SECTION III(E) : CAPABILITY STATEMENT (CS)

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

(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 Furnish Under Noted Information During The Technical Discussions With Documentary Proof:

1.	Details of EMD	
2.	Manufacturing Certificate	
3.	Certificate for N.O.C. from Pollution Control	
4.	Average Annual turnover of the bidders during the last 3 years ending 31st march of the previous financial year duly certified by Chartered Accountant and UDIN number.	
5.	Bidder/supplier has to submit the order copy of Lime in last five years to sugar mill/other industries minimum 2 years purchase order copies cooperative of any state / private sector. The preference shall be given to the parties which have supplied minimum 2000 MT HAND PICKED UNSLACKED LIME during 2022-2023 to sugar factories/other industries.	
6.	Satisfactory performance certificate for Lime, in last five years to sugar mills/other industries minimum 2 years of supply of performance certificate of state co-operative mill/private sector.	
7.	Details of Income Tax Registration/PAN	
8.	The bidder shall submit the copies of LAST AUDIT balance sheet (certified by C.A.).	
9.	Details of GST Registration	
10.	Status of the company along with names	

	of Directors/Partners/Proprietor along with documents	
11.	The bidder/supplier shall submit the copy of Aadhaar Card of all partners and authorized person if any	
12.	Details of Lime Kilns a.No of kilns b.Capacity of kilns	
13.	Manufacturers authorization in favour of the authorized Person	
14.	Affidavit in relation to the E-tender for debar and integrity (IP) as per attach performan on Rs.100 non judicial Stamp Paper	
15.	Firm's bank details to arrange EMD refund, if required. 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 Bid

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

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/LIME/2023-24/P-10687

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

Dear Sir,

Having examined the e-Bid Documents, we the undersigned, offer to supply.....(Description of Goods and services) inconformity 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 E-Tender/contract (section II) of the e-Bid Document and will supply of Lime 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 security in the form of RTGS / NEFT/ NET BANKING 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.

Datedday of20

.....
(Signature & Name of official)

.....
(In the capacity of)

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

(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



Item Rate BoQ

Tender Inviting Authority:

Name of Work: COMPETITIVE e-bidding FOR SUPPLY OF HAND PICKED UNSLACKED LIME FOR VARIOUS COOP SUGAR FACTORIES IN UTTAR PRADESH FOR THE SEASON 2023-24

Contract No: UPSUGARFED/LIME/2023-24/P-10687

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 #	TEXT #
Sl. No.	Item Description	Basic Rate Per Metric Tonne of Lime (in Rs)	GST for Lime (in Rs.)	Transportation Charges per MT (in Rs.)	GST for Transportation (in Rs)	TOTAL AMOUNT With Taxes	TOTAL AMOUNT In Words
1	2	13	14	15	16	54	55
1	For CaO 84 %, LIME CONSUMPTION 0.20 % INCLUDING ETP & spray (as per our technical specification)						
1.01	Factory at Anoopshahr, District-Bulandshar					0.00	INR Zero Only
1.02	Factory at Rudra-Bilaspur, District-Rampur					0.00	INR Zero Only
1.03	Factory at Sarsawa, District-Saharanpur					0.00	INR Zero Only
1.04	Factory at Semikhera, District-Bareilly					0.00	INR Zero Only
Total in Figures						0.00	INR Zero Only
Quoted Rate in Words	INR Zero Only						