U.P. COOPERATIVE SUGAR FACTORIES FEDERATION LTD.
9-A, RANA PRATAP MARG, LUCKNOW
Telephone: (0522) 2200183 **Fax: (0522) 2627994**
(0522)2628310 **Email: upsugarfed@yahoo.co.in**
Website: www.upsugarfed.org

COMPETITIVE e-bidding FOR SUPPLY OF BOILER TUBES (ERW/Air Heater Tubes) FOR VARIOUS COOP SUGAR FACTORIES IN UTTAR PRADESH FOR THE SEASON 2017-18

e-bid REFERENCE	**:UPSUGARFED/BOILERTUBE/2017-18/P-4325**
LAST DATE AND TIME FOR SUBMISSION OF E-Bids	**: 06/04/2017 UPTO 6:55 PM**
DATE AND TIME OF OPENING OF ON LINE TECHNICAL e-Bids	**: 07/04/2017 AT 12:00 Noon**
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 E.M.D	**: Rs. 100000/- (One Lac Only)**

This Document Contains -- 35 Pages

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

e-tender Document Processing /Cost : Rs **2000.00**

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UTTAR PRADESH COOPERATIVE SUGAR FACTORIES FEDERATION LIMITED

9-A, RANA PRATAP MARG,LUCKNOW
Ph no. 0522-2200183,2628310 Fax no: 2627994
E mail : upsugarfed @ yahoo.co.in Website www.upsugarfed .org

TENDER NOTICE

Ref no.P- 4324 /UPF(CP)/2017-18 Dated : 16.3.2017

On line e-tenders are invited from manufacturers/authorized distributors/Importers/Stockists/Channel partners/Authorised dealers (as per details given in tender documents) for supply of following items to Cooperative Sugar Factories of U.P.. The e-tender documents with detailed specifications, make terms and conditions etc. can be downloaded from e- portal & federation website as per mentioned below.

Sl no.	Name of the item	Technical bid opening at 12. 00 Noon	Commercial bid opening	E.M.D	Starting date of uploading of E-Tender
1	Boiler tubes	7.4.2017	7.4.2017 3.00 PM	1,00,000	16.3.2017
2	M.S. & G.I. Pipes	7.4.2017	7.4.2017 3.00 PM	50,000	16.3.2017
3	Roller Reshelling	10.4.2017	10.4.2017 3.00 PM	1,00,000	17.3.2017
4	Pumps & their spares	10.4.2017	10.4.2017 3.00 PM	1,00,000	17.3.2017
5	Chains & spares	12.4.2017	13.4.2017 12.00Noon	60,000	18.3.2017
6	Brass tubes	19.4.2017	19.4.2017 3.00 PM	1,00,000	18.3.2017
7	Cast Steel items	19.4.2017	19.4.2017 3.00 PM	1,00,000	18.3.2017
8	Stainless steel tubes	20.4.2017	20.4.2017 3.00 PM	50,000	18.3.2017
9	Packing & Jointings	20.4.2017	20.4.2017 3.00 PM	50,000	18.3.2017
10	Switchgear items	21.4.2017	21.4.2017 3.00 PM	1,00,000	21.3.2017
11	Roller Shaft	21.4.2017	21.4.2017 3.00 PM	1,00,000	21.3.2017
12	Welding items	25.4.2017	26.4.2017 12.00Noon	1,00,000	21.3.2017
13	P.V.C.Cables	27.4.2017	27.4.2017 3.00 PM	50,000	21.3.2017
14	Electric motors	27.4.2017	27.4.2017 3.00 PM	1,00,000	21.3.2017
15	Bearings	2.5.2017	2.5.2017 3.00 PM	1,00,000	23.3.2017
16	V Belts	3.5.2017	3.5.2017 3.00 PM	20,000	23.3.2017
17	C.I.Sluice valves	3.5.2017	3.5.2017 3.00 PM	50,000	23.3.2017
18	Nickel screens	18.5.2017	18.5.2017 3.00 PM	50,000	23.3.2017
19	Lubricants	19.5.2017	19.5.2017 3.00 PM	1,00,000	23.3.2017

Other details of submission of e bids along with eligibility, date & time, opening of technical/Financial bids, E.M.D, experience and other terms & conditions will be available on UPLC e-tender portal http://etender.up.nic.in and Federation's website www.upsugarfed.org from the date 16.3.2017 at 6.55P.M from where tender documents may be downloaded by any tenderer. The tender fee is Rs. 2,000/-(non refundable) and required E.M.D by way of demand draft scheduled bank in favour of U.P.COOPERATIVE SUGAR FACTORIES FEDERATION LTD,payable at Lcknow which will be deposited in Federation office before opening of Technical bid. e-tender without earnest money shall be liable to be rejected. The Managing Director 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.

(DR B. K . YADAV)
MANAGING DIRECTOR

INVITATION FOR e-BidS

Online e-bids are invited for supply of Boiler Tubes (ERW/Air Heater Tubes) from original manufacturers 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 from 16/03/2017 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 16/03/2017 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	16/03/2017 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	16/03/2017 from 6:55 PM
(d)	Clarification end date & time	06/04/2017 upto 2:00 PM
(e)	e-Bid submission start date & time (Submission of e-tender fee, EMD and other supporting documents in PDF/XLS format)	16/03/2017 from 6:55 PM
(f)	e-Bid submission end date & Time	06/04/2017 upto 6.55 PM
(g)	Online technical e-Bid opening date & time	07/04/2017 at 12:00 Noon
(h)	Online financial e-Bid opening date & time (Only of technically qualified bidders)	07/04/2017 at 03:00 PM

(i)	Venue of opening of technical & financial e-Bids	U.P. Cooperative Sugar Factories Federation Ltd. 9-A, Rana Pratap Marg, Lucknow.
(j)	Contact officer	Name: Mr.C.S.Sharma, General Manager (P) Tel No: PBX (0522)-2615722, 2612849, Fax: (0522) 2627994, (0522)-2616884, Mob:-7880888809
(k)	Cost of e-Bid document	Rs 2000.00 (Rupees Two Thousand Only) (Non-refundable)
(l)	e-Bid E.M.D	Rs 100000/- (Rupees One Lacs Only)

4. The bidders need to submit the proof/cost of e-Bid document/processing as stated in the above table in Cash in the Purchaser's office or through Demand Draft in favour of U.P. Cooperative Sugar Factories Federation Ltd (herein after referred as UPSUGAR FED/Purchaser) payable at Lucknow. The scanned copy of the Cash Deposit Receipt or Demand Draft or Banker's Cheque must be enclosed along with the e-Bids but the original Demand Draft or Banker's Cheque 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 Demand Draft, drawn in favour of U.P. Cooperative Sugar Factories Federation Ltd., Lucknow. The scanned copy of the e-Bid EMD must be submitted along with the e-Bid and the original should reach the Federation's office at Lucknow before opening of technical e-Bids. No Interest would be payable on e-Bid (Earnest Money) deposited with the Federation.

6. The e-Bids will be electronically opened in the presence of bidder's representatives, who choose to attend at the venue, date and time mentioned in the above table. An authority letter of bidders'/OEM representative will be required to be produced.

7. 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.

8. In the event of date specified for e-Bids opening being declared a holiday for Federation's office then the due date for opening of e-Bids shall be the following working day at the appointed time and place.

9. 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.

10. 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 Rritvik Saxena Federation	-	09415526023,07880888823	
02. Sri Rashid Hussain	-	09935149327	U.P.L.C.
03. Sri Siddharth Shukla	-	09005621259	U.P.L.C.

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 2000.00 (Rupees Two Thousand Only)** in cash or through Demand Draft or Banker's Cheque payable in favour of U.P. Cooperative Sugar Factories Federation Ltd, Lucknow. The scanned copy of the Cash Deposit Receipt or Demand Draft or Banker's Cheque must be enclosed along with the e-Bid but the original Demand Draft or Banker's Cheque should reach the Purchaser's office before opening of the technical e-Bid. This e-e-tender document fee of Rs. 2000.00 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.

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 Earnest Money Deposit furnished in accordance with ITB Clause 12 in PDF format.

(ii) **Qualification Details** – includes copies of required documents as per ITB Clauses 10 and 11 in PDF format justifying that the bidder is qualified to perform the contract if his/her bid is accepted and that the bidder has financial, technical and 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 the Price of Boiler Tubes (ERW/Air Heater Tubes) to be supplied.

8.2 The price of goods (Ex Works) including all duties and other taxes.

(a) The Rate of Boiler Tubes (ERW/Air Heater Tubes) is inclusive of basic rate, excise duty, VAT/CST/GST, loading charges, transit insurance and other relevant miscellaneous expenses, excluding transportation charges.

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.

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 Section III (D) of 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 100000/- (Rupees One Lac only) in form of Demand Draft, in favour of U.P. Cooperative Sugar Factories Federation Ltd., Lucknow. The scanned copy of the e-Bid EMD must be submitted along with the e-Bid and the original should reach the Purchaser's office at Lucknow before opening of technical e-Bid. No Interest on EMD will be paid.

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

12.3 The e-Bid E.M.D shall be in Indian Rupees and shall be in the following forms only:

A Demand Draft payable in favour of U.P. Cooperative Sugar Factories Federation Ltd. payable at Lucknow.

12.4 Any e-Bid not secured in accordance with ITB Clauses 12.1 and 12.3 above shall be treated as non-responsive and rejected by the Purchaser.

12.5 Unsuccessful bidder's e-Bid E.M.D will be returned upon the written request through cheque or DD in original submitted at the time of E-bid as promptly as possible after the expiration of the period of e-Bid validity prescribed by the Purchaser, pursuant to ITB Clause 13.

12.6 The successful bidder's e-Bid E.M.D will be converted in security and in addition to EMD equal amount of security will be deposited with Federation, pursuant to ITB Clause 28, and furnishing the performance security, pursuant to ITB Clause 29.

12.7 The e-Bid E.M.D may be forfeited:

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

(b) In case of a successful bidder, if the bidder fails:
(i) to sign the Contract with the Purchaser in accordance with ITB Clause 28; or
(ii) To furnish performance security in accordance with ITB Clause 29.

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 2017-18 continues of the cooperative factories of federation or 30/06/2017 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. 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 Federation Limited, Lucknow if they have not done so previously for registration. Refer to details given in Invitation for e-Bid Clause 10.

15.2 In addition to the normal registration, the bidder has to register with his/her **Digital Signature Certificate (DSC)** in the e-tendering system and subsequently he/she will be allowed to carry out his/her e-Bid submission activities. Registering the Digital

Signature Certificate (DSC) is one time activity. Before proceeding to register his/her DSC, the bidder should first log on to the e-tendering system using the User Login option on the home page with the Login Id and Password with which 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 Offline' option, the bidder will be redirected to the Terms and Conditions page. The bidder should read the Terms & Conditions before proceeding to fill in the Tender Fee and EMD offline payment details. After entering and saving the Tender Fee and EMD details, the bidder should click "Encrypt & Upload" option given in the offline payment details form so that "Bid Document Preparation and Submission" window appears to upload the documents as per Technical (Fee details, Qualification details, e-Bid Form and Technical Specification details) and financial (e-Bid Form and Price Schedule/BOQ) schedules/packets given in the tender details. The details of the Demand Draft 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 time 6.55 P.M and 06/04/2017 the date as mentioned on page 4 (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 withdrawal 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 E.M.D, pursuant to ITB Clause 12.7.

18.4 The bidder can re-submit his/her e-Bid as and when required till the e-Bid submission end date and time. The e-Bid submitted earlier will be replaced by the new one. The payment made by the bidder earlier will be used for revised e-Bid and the new e-Bid submission summary generated after the successful submission of the revised e-Bid will be considered for evaluation purposes. For resubmission, the bidder should first log in using his/her Login Id and Password and subsequently by his/her Digital Signature Certificate on the e-Procurement website http://etender.up.nic.in. The bidder should then select "My Bids" option in the Bid Submission menu. The page listing all the bids submitted by the bidder will be displayed. Click "View" to see the details of the e-Bid to be resubmitted. After selecting the "Bid Resubmission" option, click "Encrypt & Upload" to upload the revised e-Bid documents by following the methodology provided in clauses 15.4 to 15.7.

18.5 The bidders can submit their revised e-Bids as many times as possible by uploading their e-Bid documents within the scheduled date & time for submission of e-Bids.

18.6 No e-Bid can be resubmitted subsequently after the deadline for submission of e-Bids.

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

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

19.A-1 The Purchaser will open all technical e-Bids, in the presence of bidders' representatives who choose to attend at 12:00 Noon on 07/04/2017 U.P. Co-operative Sugar Factories Federation Ltd, 9-A, Rana Pratap Marg, Lucknow. The bidder's representatives who are present shall sign a register evidencing their attendance. In the event of the specified date of e-Bid opening being declared a holiday for the Purchaser, the e-Bids shall be opened at the appointed time and place on the next working day.

19.A-2 The bidder's names and the presence or absence of requisite e-Bid security and such other details as the Purchaser at its discretion may consider appropriate, will be announced at the opening. The name of such bidders not meeting the Technical Specifications and qualification requirement shall be notified subsequently.

19.A-3 The 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 07/04/2017 at 03:00 PM in the presence of bidders who choose to attend the opening of financial bid. The name of bidders, Unit Price quoted for various items etc will be announced at the meeting.

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 The bidder should have adequate experience of supply of Boiler Tubes (ERW/Air Heater Tubes) for sugar factories for which last three years order copies along with performance certificate if any should also be enclosed with the tender.

21.2 The bidder shall submit required documentary proof, failing which the tender shall be rejected.

21.3 The bidder shall submit the copies of the detail of E.M.D.

21.4 The bidder shall submit the copies of the Authorization letter by the competent authorities for the authorized person.

21.5 The bidder shall submit the copies of registration certificate of industries department of the state for supply of **Boiler Tubes (ERW/Air Heater Tubes)**.

21.6 The bidder shall submit the copies of orders for satisfactory supply of Boiler Tubes (ERW/Air Heater Tubes) to sugar factories of Govt. and private sector during last three year along with performance certificate if any.

21.7 The bidder should submit the detail of last three years turnover duly certified by Chartered Accountant.

21.8 The bidder shall submit the copies of the last submitted Income Tax Return & PAN card (copy self attested).

21.9 The bidder shall submit the copies of the details of Trade Tax/ CST registration/ TIN NO/Central Excise Registration.

21.10 The bidder shall submit the documentary proof of the Status of the company along with names of Directors/Partners/Proprietor along with documents.

21.11 The bidder shall submit the sample of the product to be given by the party along with technical bid (if feasible).

21.12 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 be subsequently 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.

21.13 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.

21.14 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 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 a Financial bid shall be based on in terms of rate quoted including VAT of Govt of Uttar Pradesh/CST/GST, by the bidder including the cost of Boiler Tubes (ERW/Air Heater Tubes) offered, such price to include all costs as well as duties and taxes paid , 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, freight, insurance 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 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 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 rate (L-1) 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 rate (L-1) evaluated successful Bidder whose bid has been determined to be responsive to all the conditions of the contract and meeting the Technical specification and qualification requirement of the Bidding Document.

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 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 case22.5 (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. The purchaser may also increase or decrease the quantity even after award of contract up to the validity period of E-bid.

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 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.

27.3 Successful bidder's will have to deposit equal amount of security money in addition to E.M.D.

28 Signing of Contract

At the same time as the purchase notifies the successful bidder that it's e bid has been accepted, the purchaser will inform the bidder accordingly

29 Performance/ Supply Security

The successful bidder shall deposit the security money as equal amount of E.M.D. No interest will be paid on security. The security deposited with Federation shall be subjected to timely & satisfactory supply of ordered quality of material along with satisfactory performance from sugar factory and full & final adjustment of claims/dues of our units recoverable from them after deducting penalty if any, under these terms.

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

Only original manufacturers fulfilling the required conditions of tender document are eligible to participate in the tender.

1. **Price**

(i) The price should be quoted by the bidders on Ex works basis. The Rate of Boiler Tubes (ERW/Air Heater Tubes) is inclusive of basic rate, excise duty, VAT/CST/GST, loading charges, transit insurance and other relevant miscellaneous expenses, excluding transportation charges. The supplier is required to submit the relevant documents to avail CENVAT benefit.

(ii) The final rates/discount mentioned in the E-Bid shall remain firm for the crushing season 2017-18.

(iii) Any change in the rate of excise duty, Taxes etc may be accepted provided documentary proof of the same is submitted for approval.

(iv) For concessional Sales Tax, Form-C shall be provided by the purchaser against CST whichever is applicable.

2. **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 duly 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 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.

3. **Earnest money**

Each bidder should submit a bank draft of a nationalized bank for Rs.100000/-(Rs One Lac only)in favour of U.P. Cooperative Sugar Factories Federation Ltd, payable at Lucknow representing earnest money. The tenders without earnest money as above shall not be entertained (Central/State Government agencies or organizations are exempted from the requirement of EMD)

4. **Security Money**

Successful bidder shall have to deposit the security amount as equal to EMD amount. No interest shall be paid on the security deposit. The refund of the security deposit shall be subject to timely and satisfactory supply of ordered quantity of **Boiler Tubes (ERW/Air Heater Tubes)** and on full and final adjustment of claims/dues of our units recoverable from them after deducting penalty, if any under these terms.

5. **PACKING & 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.

6. **Payment Terms:**
10% advance, 90% against proforma invoice and against delivery.

7. **Inspection & Rejection**

(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/godown 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) For checking of the genuineness of the material, the sample may be taken out and sent to inspecting agency/laboratory. In case the supplied material is found spurious, the same shall 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 Black listing the supplier may also be taken.

8. **SANCTITY**

The Purchase order is final agreement 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.

9. **Delivery & Penalty**:

(i) Delivery period should be as given in our tender document for a particular item. The material should be supplied within this period which will be counted from the date of issue of commercially and technically clear order by the mill societies as per the terms of Rate Contract.

(ii) 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 supplied 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.

(iii) 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.

(iv) Failure to supply and risk purchase clause:-
If the supplier fails to supply any store material in accordance with the terms and conditions as provided in the Rate contract or fails to replace the material 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 him 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.

10. **Variation**

The Rate contract/Order do not provide any right to supply for a particular quantity and the Purchaser may vary the quantity as per assessment of requirement and also change the delivery schedule in exigency without giving any notice to the Supplier.

11. **Negotiation.**

Normally negotiation of rate shall not be done, if required negotiation of rate can be done with L-1 bidder. The proprietor/partner of the bidder shall either be present personally or depute their Senior Executive capable of taking spot decision.

12. **Arbitration**

Any dispute arising between the Purchaser and the Supplier shall be referred to a sole Arbitrator. The Arbitrator appointed by Secretary Deptt. of Sugar Industry & Cane Development Govt. of U.P will act as sole arbitrator under the Arbitration and conciliation Act 1996 whose decision shall be final & binding on both the party.

13. In case of non compliance of the conditions of the contract the Managing Director of Federation shall have the power to rescind, cancel and annul the contract, between the Purchaser and the Supplier apart from black-listing the Supplier, and in that event, the sum deposited towards security shall be forfeited and the Supplier shall be further liable to pay actual amount of loss and damages as provided in Indian Contract Act to U.P. Cooperative Sugar Factories federation Ltd to the extent the same exceeds the security money.
14. 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 Principal's Godown directly.
15. In case of any dispute between the Supplier and buyer the Hon'ble Allahabad High Court of judicature at Lucknow and Courts sub-ordinate there to of the District in which the mill is situated shall alone have jurisdiction to the exclusion of all other courts.
16. In complete tender or those without the prescribed EMD may be rejected.
17. The supplier should be registered with the Excise department so that they may provide CENVAT FACILITY for the items on which the same is available. They will provide all necessary documents such as Excise Invoice etc to our mill societies for enabling them to claim CENVAT FACILITY from the Excise Department wherever applicable. In case of Excise duty included in rates then the related documents will have to be furnished by the party, failing which amount of Excise duty as per prevailing rate/rates will be deducted from payment made by the factory.

18. 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 sugar mills of Uttarakhand the amount due to such rate difference is recoverable from the supplier. Charging of higher rates in comparison to Uttarakhand Sugar Factories may also make the supplier (tender) liable for cancellation of rate contract together with considering black listing their firm and forfeiting the security money/EMD.

19. The Purchaser reserves the right to reject any or all tenders without assigning any reason. The Purchaser also reserves the right to amend or altogether change the terms & conditions in the overall interest of the Organization before finalization of the Purchase order.
20. The bidder should mention the guarantee/warranty period of items to be supplied to our mill society. In case the supplied materials fails within this stipulated period, the same shall be replaced by the supplier on free of cost basis.
21. Validity of Rate Contract – Up to 30/06/2017
22. Guarantee/Warranty Period - One Crushing Season.
23. The manufacturers are directed to furnish the test report for the composition of the material to be supplied to the mills. In case sub standard material is reported by the mill, strict action against the manufacturer shall be taken by way of recovery of amount and black listing of the party for future dealings. Material composition (Metallurgical) certificate will have to be furnished by the supplier to the mill society.

24. The random sampling shall also be done for composition of material in some reputed test house. In case the material is not found as per prescribed specification, the supplier shall be debarred from future dealings and their EMD and Security money shall also be forfeited.
25. For boiler tubes, IBR certificate shall be furnished with each consignment.
26. Manufacturer's test certificate duly endorsed by SIB as per IBR must be provided by the sellers for the tubes. Also it is to be understood that in the event of quantity being rejected by U.P. Chief Inspector of boilers, sellers will agree to take back and arrange immediate refund/ replacement of same as per purchaser's discretion without any extra charges.
27. Only manufacturers shall be considered for this item hence they have to produce the manufacturing certificate with the technical bid.
28. CDW/ERW tubes should confirm to BS:3059/Part-II, ERW 360 plain at ends. The tubes will be oiled outside and bundled for dispatch having the ends of bundles suitably bagged and secured.
29. In order to have proper identification of supplied tubes, it would be desirable that all tubes should have manufacturing trade mark in the middle of each tube along with year of manufacturing.
30. In case of unavailability of any required size, which is not manufactured by the supplier, in favour of whom rate contract has been issued, mill societies are free to procure such particular size from other rate contract parties on same rates, terms and conditions stipulated in the rate contract.

GENERAL MANAGER (P)

SECTION III: TECHNICAL E-BID

III(A) **e Bid FORM**

III(B) **SCHEDULE OF REQUIREMENTS**

III(C) **TECHNICAL SPECIFICATIONS**

III(D) **CONTRACT FORM**

III(E) **PERFORMANCE STATEMENT**

III(F) **CAPABILITY STATEMENT**

III(G) **PERFORMANCE SECURITY FORM**

SECTION III(A): e- bid FORM

Date:…….

IFB No UPSUGARFED/BOILERTUBE/2017-18/P-4325

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 Goods and Services) in conformity with the said e-Bid(Section II) of the e-Bid Document and will supply of **Boiler Tubes (ERW/Air Heater Tubes)** from our manufacturing works/units as per specifications (Section III(c)) to your factories in addition to this, the particulars of our organiszation such as legal status, details of experience and past performance, capability statement and the required e-Bid EMD for Rs. 100000/- (Rupees One Lac Only) in the form of Demand Draft 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 **Boiler Tubes (ERW/Air Heater Tubes)** 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 ……..20……..

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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 E.M.D
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.	. To be dispatched within 8-10 weeks or as per requirement from receipt of order .	Rs 100000/-

SECTION III (C) TECHNICAL SPECIFICATIONS

A. Specifications

01. (ERW Tubes)

ERW Boiler Tubes as per following specifications duly IBR approved and ERW steel Tubes for Air Heaters of Boilers (Non-IBR)

MAKE : TATA/Tube Investment of India/CAPARO

02. ERW BOILER TUBES:

Boiler Tubes ERW conforming to BS-3059/PART-II steel 360/1990. Amended up to date plain at ends duly IBR approved.

03. AIR HEATER TUBES (ERW)

Non IBR, ERW, Air Heater tubes conforming to BS-6323 Part-V 1982. And amended up to date suitable for Boiler Air Heaters.

SECTION III(D) AGREEMENT

ACCEPTANCE OF ORDER WILL BE TREATED AS AGREEMENT EXECUTED

SECTION III(E) : PERFORMANCE STATEMENT

Boiler Tubes (ERW/Air Heater Tubes) supplied satisfactorily in previous Three year to sugar mills RFC or any public sector undertaking

Name of Company/Firm ……

Order placed by (Full address of Purchaser)	Order No. & Date	Description & Quantity of ordered goods	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 (F): 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:

		Boiler Tubes (ERW/Air Heater Tubes)
1	Manufacturing License for Boiler Tubes (ERW/Air Heater Tubes) issued by Industries department of State.	
2	Production capacity PER Month	
3	Acceptance of supply of Boiler Tubes (ERW/Air Heater Tubes) as per BS-3059/PART-II steel 360/1990/ BS-6323 Part-V 1982 IS Specification given in the technical bid and amended up to date	
4	Authorization letter by the competent authority for the authorized person	
5	Detail of E.M.D/Tender Fee	
6	Orders for supply of Boiler Tubes (ERW/Air Heater Tubes) satisfactorily in last three year to sugar mills of Govt/Private sector as per BS-3059/PART-II steel 360/1990/ BS-6323 Part-V 1982 Specification given in technical bid.	
7	Details of last three years turnover duly certified by Chartered Accountant	
8	Copy of last submitted Income Tax Return and PAN card (self attested)	
9	Copy of last audited balance sheet	
10	Details of Trade Tax/CST/TIN NO	
11	Central Excise Registration Certificate	
12	Status of the company along with names of Directors/Partners/Proprietor along with documents	
13	Sample of the product to be given by the party along with the technical bid (if feasible.	

Seal and signature of the bidder_____
With Name of Authorized
Official signing the agreement**.**

CHECK LIST

Sl No	Clause	Instrument/ Documents required	Page No
1	Clause 4 (Invitation for e-Bids)	Cost of e-Bid Document in Physical Form	
2	-do-	Scanned Copy of Cost of e-Bid Document	
3	Clause 5 (Invitation for e-Bids)	e-Bid EMD in Physical Form	
4	ITB Clause 21.1 & 21.6	Proof for supply of Boiler Tubes (ERW/Air Heater Tubes) satisfactorily in last three year to sugar mills of Govt. and private sector as per BS-3059/PART-II steel 360/1990/ BS-6323 Part-V 1982 Specification given in the technical bid.	
5	ITB Clause 21.3	Copy of detail of FEE and EMD	
6	ITB Clause 21.4	Copy of Authorisation letter by the competent authority for the authorized person.	
7	ITB Clause 21.5	copies of the registration certificate of industries department of the state for Boiler Tubes (ERW/Air Heater Tubes)	
8	ITB Clause 21.7	detail of last three years turnover duly certified by Chartered Accountant.	
9	ITB Clause 21.8	Copies of details of last submitted Income Tax Return/PAN card (self attested).	
10	ITB Clause 21.9	details of Trade tax/ CST Registration/ TIN NO and Central Excise Registration Certificate	
11	ITB Clause 21.10	documentary proof of the Status of the company along with names of Directors/Partners/Proprietor along with documents	
12	ITB Clause 21.11	submit sample of the product to be given by the party along with technical bid (if feasible) duly stamped and signed by the e-bidder.	

13	SECTION II	Acceptance to the Conditions of Contract	
14	SECTION III(A)	e- bid Form	
15	SECTION III(B)	Schedule of Requirements	
16	SECTION III (C)	Technical Specifications	
17	SECTION III D	Agreement/Order Acceptance	
18	SECTION III (E)	Performance Statement	
19	SECTION III (F)	CAPABILITY STATEMENT	
20	SECTION IV (A)	e-Bid Form	
21	SECTION IV (B)	BOQ	

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/BOILERTUBE/2017-18/P-4325**

To: (Name and address of Purchaser)
The Managing Director,
U.P.Cooperative Sugar Factories Federation Ltd,
9-A,Rana Pratap Marg, Lucknow

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 Boiler Tubes (ERW/Air Heater Tubes) 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 Demand Draft 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 ……..20

…….. ……..
(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

Validate | Print | Help | Use BoQ

Tender Inviting Authority: U.P. CO-operatvive Sugar Factories Federation LTd. Lucknow

Name of Work: COMPETITIVE SUPPLY OF BOILER TUBES (ERW/Air Heater Tubes) FOR VARIOUS COOP SUGAR FACTORIES IN UTTAR PRADESH FOR THE SEASON 2016-17

Contract No: UPSUGARFED/BOILERTUBE/2017-18/P-4325

Bidder Name :	

PRICE SCHEDULE

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

NUMBER #	TEXT #	TEXT #	NUMBER #	NUMBER	NUMBER	NUMBER	NUMBER	NUMBER	NUMBER	NUMBER #	NUMBER #	TEXT #
Sl. No.	Particulars	Units	Basic Price (in. Rs.)	Packing & Forwarding (in Rs.)	Insurance Charges (In Rs.)	Excise Duty/Cenvat (In Rs.)	VAT/CST (In Rs.)	Less for Cenvat Credit,if any respect of Supplies Under full Excise Duty Category	GST in Rs.	TOTAL AMOUNT Without Taxes	Total Amount With Tax	TOTAL AMOUNT in Words
1	2	5	13	14	15	16	17	20	21	53	54	55
1	Description											
1.01	100.6 mm OD x 5.138 mm th.	Per Meter								0.00	0.00	INR Zero Only
1.02	101.6 mm OD x 4.06 mmth	Per Meter								0.00	0.00	INR Zero Only
1.03	101.8 mm OD x 3.66 mm th	Per Meter								0.00	0.00	INR Zero Only
1.04	101.6 mmOD x 3.25 mm th	Per Meter								0.00	0.00	INR Zero Only
1.05	95 mm OD x 3.66 mm th	Per Meter								0.00	0.00	INR Zero Only
1.06	82.55 mm OD x 4.06 mm th	Per Meter								0.00	0.00	INR Zero Only
1.07	82.55 mm OD x 3.66 mm th	Per Meter								0.00	0.00	INR Zero Only
1.08	76.2 mm OD x 4.06 mm th	Per Meter								0.00	0.00	INR Zero Only
1.09	76.2 mm OD x 3.66 mm th	Per Meter								0.00	0.00	INR Zero Only
1.10	76.2 mm OD x 3.25 mm th	Per Meter								0.00	0.00	INR Zero Only
1.11	73.025 mm OD x 3.25 mm th	Per Meter								0.00	0.00	INR Zero Only
1.12	72 mm OD x 4.06 mm th	Per Meter								0.00	0.00	INR Zero Only
1.13	69.85 mm OD x 3.66 mm th	Per Meter								0.00	0.00	INR Zero Only
1.14	70.0 mm OD x 3.66 mm th	Per Meter								0.00	0.00	INR Zero Only
1.15	70.0 mm OD x 4.06 mm th	Per Meter								0.00	0.00	INR Zero Only
1.16	63.5 mm OD x 4.06 mm th	Per Meter								0.00	0.00	INR Zero Only
1.17	63.5 mm OD x 3.66 mm th	Per Meter								0.00	0.00	INR Zero Only
1.18	63.5 mm OD x 3.25 mm th	Per Meter								0.00	0.00	INR Zero Only
1.19	60.32 mm OD x 4.06 mm th	Per Meter								0.00	0.00	INR Zero Only
1.20	50.8 mm OD x 4.06 mm th	Per Meter								0.00	0.00	INR Zero Only
1.21	50.8 mm OD x 3.66 mm th	Per Meter								0.00	0.00	INR Zero Only
1.22	50.8 mm OD x 3.25 mm th	Per Meter								0.00	0.00	INR Zero Only
1.23	44.45 mm OD x 3.66 mm th	Per Meter								0.00	0.00	INR Zero Only
1.24	44.45 mm OD x 4.06 mm th	Per Meter								0.00	0.00	INR Zero Only
1.25	41.27 mm OD x 3.66 mm th	Per Meter								0.00	0.00	INR Zero Only
1.26	38.1mm OD x 4.06mm th	Per Meter								0.00	0.00	INR Zero Only
1.27	38.1 mm OD x 3.66 mm th	Per Meter								0.00	0.00	INR Zero Only
1.28	31.75 mm OD x 3.25 mm th	Per Meter								0.00	0.00	INR Zero Only
1.29	95 mm OD x 4.06 mm th	Per Meter								0.00	0.00	INR Zero Only
1.30	69.85 mm OD x 4.06 mm th	Per Meter								0.00	0.00	INR Zero Only
1.31	Non IBR ERW Air heater tubes conforming to BS-6323 Part-V 1982 suitable for boiler air heater - 63.5 mm Od x 2.64 mm th	Per Meter								0.00	0.00	INR Zero Only
1.32	Non IBR ERW Air heater tubes conforming to BS-6323 Part-V 1982 suitable for boiler air heater - 63.55 mm OD x 2.34 mm th	Per Meter								0.00	0.00	INR Zero Only
1.33	Non IBR ERW Air heater tubes conforming to BS-6323 Part-V 1982 suitable for boiler air heater - 63.5 mm Od x 2.03 mm th	Per Meter								0.00	0.00	INR Zero Only
Total in Figures										0.00	0.00	INR Zero Only
Quoted Rate in Words												