

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

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**COMPETITIVE e-bidding**  
**FOR**  
**SUPPLY OF COMPUTER STATIONERY FOR VARIOUS COOP SUGAR FACTORIES IN**  
**UTTAR PRADESH FOR THE SEASON 2017-18**

**e-bid REFERENCE** : **UPSUGARFED/CS/2017-18/P-4548**

**LAST DATE AND TIME FOR SUBMISSION OF E-Bids** : **10/07/2017at 6:55 PM**

**DATE AND TIME OF OPENING OF ON LINE TECHNICAL e-Bids** : **11/07/2017at 11:15 AM**

**PLACE OF OPENING OF e-Bids Ltd.** : **U.P. Cooperative Sugar Factories Federation  
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 SECURITY** : **Rs. 25000/-**

**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**

Email : upsugarfed @ yahoo.co.in

PABX no. 0522-2612849,2615722,2201856

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

**TENDER NOTICE**

Ref no.P- 4530 /UPF(CP)/2017-18

Dated : 5.6.2017

On line E tenders are invited from manufacturer/Authorised dealer/ Auth.Distributor for supply of following items to Cooperative Sugar Factories of U.P.. The E-Tender documents with detailed specifications, 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 11.15 A.M	Commercial bid opening at 1.00 P.M	E.M.D
1	Switchgear items	21.6.2017	21.6.2017	Rs.100000
2	A.M.C for Turbine	28.6.2017	28.6.2017	Rs.500000
3	Roller shaft	28.6.2017	28.6.2017	Rs.100000
4	Centrifugal machine 1500/30° & 1750 Kg/Charge batch type	29.6.2017	29.6.2017	Rs.200000
5	Juice heater 170/220 Sq.Meter H.S & Vapour line Juice heater 240/500 Sq.Meter H.S	30.6.2017	30.6.2017	Rs.100000
6	Evaporator body 440/560/630/1000/1750/2800 Sq.Meter H.S	30.6.2017	30.6.2017	Rs.200000
7	Semikestner 1200 M <sup>2</sup> H.S	30.6.2017	30.6.2017	Rs.200000
8	Sugar bin system	1.7.2017	1.7.2017	Rs.150000
9	D.G.set with canopy 82.5/320/380 K.V.A	4.7.2017	4.7.2017	Rs.50000
10	S.S.Condensor complete single entry with tail pipe 60 T pan	4.7.2017	4.7.2017	Rs.25000
11	Domite Tips	5.7.2017	5.7.2017	Rs.25000
12	V.F.D 20 H.P-500 H.P	5.7.2017	5.7.2017	Rs.25000
13	Direct contact heater for 2500 & 5000 T.C.D Plant Capacity	6.7.2017	6.7.2017	Rs.100000
14	Plate type super heater for A battery suitable for 2500 TCD & 5000 TCD sugar plant	6.7.2017	6.7.2017	Rs.25000
15	Cane management software	7.7.2017	7.7.2017	Rs.25000
16	A.M.C for Computer hardware	7.7.2017	7.7.2017	Rs.25000
17	A.M.C for Hand Held computer	7.7.2017	7.7.2017	Rs.25000
18	Computer Stationery	11.7.2017	11.7.2017	Rs.25000
19	S.M.S	11.7.2017	11.7.2017	Rs.25000

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](http://www.upsugarfed.org) from the date 5.6.2017 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 Lucknow 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.

(SURESH KUMAR SINGH)  
MANAGING DIRECTOR

### INVITATION FOR e-Bid

Online e-bids are invited for supply of Computer Stationerys from Manufacturer/Authorised dealers/Sole Selling Agents having supplied a COMPUTER STATIONERY to our Cooperative Sugar Factories located in Uttar Pradesh and other Private Sugar Factories .

1. Bidders are advised to study the tender Document carefully. Submission of e-Bid against this tender shall be deemed to have been done after careful study and examination of the procedures, terms and conditions of the tender Document with full understanding of its implications.
2. The e-Bid prepared in accordance with the procedures enumerated in ITB **Clause 15** of Section-I should be submitted through e-Procurement website <http://etender.up.nic.in>.
3. The tender document is available at e-Procurement website <http://etender.up.nic.in> or Federation's website [www.upsugarfed.org](http://www.upsugarfed.org) from **12/06/2017**. Interested bidders may view, download the e-Bid document, seek clarification and submit their e-Bid online up to the date and time mentioned in the table below:

(a)	Date of publication of e-tender notice & availability of Tender Document	Tender Notice has been published over e-Procurement website <a href="http://etender.up.nic.in">http://etender.up.nic.in</a> and Federation's website <a href="http://www.upsugarfed.org">www.upsugarfed.org</a> and tender Document will be available from <b>12/06/2017</b> . at e-Procurement web site <a href="http://etender.up.nic.in">http://etender.up.nic.in</a> and Federation's website <a href="http://www.upsugarfed.org">www.upsugarfed.org</a>
(b)	Availability of tender document on website	<b>12/06/2017</b> . from 06:55 PM at e-Procurement web site <a href="http://etender.up.nic.in">http://etender.up.nic.in</a> And Federation's website <a href="http://www.upsugarfed.org">www.upsugarfed.org</a>
(c)	Clarification start date & time	<b>12/06/2017</b> from 6:55PM
(d)	Clarification end date & time	<b>10/07/2017</b> 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)	<b>12/06/2017</b> from 06:55 PM
(f)	e-Bid submission end date & Time	<b>10/07/2017</b> upto <b>6:55 PM</b>
(g)	Online technical e-Bid opening date & time	<b>11/07/2017</b> at <b>11:15 AM</b>
(h)	Online financial e-Bid opening date & time (Only of technically qualified bidders)	<b>11/07/2017</b> at 01:00 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)-2625116, Mob:- 7880888809
(k)	Cost of e-Bid document	Rs 2000.00 (Rupees Two Thousand Only) (Non-refundable)
(l)	e-Bid (Earnest Money Deposit)	Rs 25000/- (Rupees Twenty Five Thousand 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 UPSCFFLTD/Purchaser) payable at Lucknow. The scanned copy of the Cash Deposit Receipt or Demand Draft must be enclosed along with the e-Bids but the original Demand Draft should reach the office of UPSCFFTD/Purchaser at Lucknow before opening of technical e-Bid.
5. All e-Bid must be accompanied by e-Bid Security/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 Security/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 Security (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 bidder's/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, (here in after referred as UPLC) 10 Ashok Marg, Lucknow-

226010, 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 UPCL for e-tendering till date can get their registration done by depositing a filled in form issued by UPLC along with registration fee of 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 1500.00 (Rupees One thousand five hundred only). The companies/firms may contact the officials on phone numbers (0522) 4130303 (Extn: 305/307) Or 09721451211 for their Registration/Digital Signature Certificate related queries.

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     | - 09415526023,07408404587 Federation |
| 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](http://www.upsugarfed.org) to enable the bidders to view, download the e-Bid document and submit e-Bids online up to the last date and time mentioned in e-Tender notice/e-tender document against this e-Tender. The bidders shall have to pay e-Tender document fee of **Rs 2000.00 (Rupees Two Thousand Only)** in cash or through Demand Draft payable in favour of U.P. Cooperative Sugar Factories Federation Ltd, Lucknow. The scanned copy of the Cash Deposit Receipt or Demand Draft must be enclosed along with the e-Bid but the original Demand Draft 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:

- (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](mailto:upsugarfed@yahoo.co.in).

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

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

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

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

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

#### **6 Documents Constituting the e-Bid**

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

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

- (i) **Fee Details** – includes copies of e-tender document processing/Cost and e-Bid 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 unit price (including all taxes and duties if any) of each item in the specified places for all the goods mentioned in Section IV B of Price Schedule/BOQ.
- 8.2 The price of goods (**F.O.R. Destination**) including all duties and other taxes.
- (a) Rate of **Computer Stationery** is inclusive of excise duty (against CENVAT benefit), CST/VAT, packing & forwarding, transportation charges, loading charges, transit insurance and other relevant miscellaneous expenses.
- 8.3 Prices quoted by the bidder shall remain firm/Fixed through out the season be fixed during the bidder will be able to change conditions 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.
- 10.2 The documentary evidence of bidder's qualification to perform the Contract if its e-Bid is accepted shall be as per Qualification Requirements specified in Section 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 Rs.100,000/- (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.

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

- 12.3 The e-Bid EMD and security 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 at Lucknow. Bidder may submit the bid EMD of the above amount in the form of Bank Draft 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 EMD will be returned upon the written request through Demand Draft 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 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 .

### **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 **30/06/2018** 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 later 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 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 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 10/07/2017** 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 security/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 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.1 The Purchaser will open all technical e-Bids, in the presence of bidders' representatives who choose to attend at 11:15 AM on 11/07/2017 at 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 in the presence of bidders who choose to attend, and date for opening of financial bids will be communicated to the Technically Qualified Bidders subsequently after completion of technical bids evaluation. 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 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 The bidder having experience supplied satisfactorily in previous three years to sugar mills for supplying COMPUTER STATIONERY to sugar factories (supported by Purchase order copies along with performance certificates).

21.2 In case of Import only the direct Importers will be eligible to submit the tender for COMPUTER STATIONERY. The bidders are required to furnish the documentary evidence (Import License) and the proof documents of Imported COMPUTER STATIONERY to substantiate their claim of being the Importer for the COMPUTER STATIONERY. In absence of such valid documentary evidence, bill entry, the tender shall not be acceptable for consideration.

- 21.3 The bidder having past experience for supplying COMPUTER STATIONERY to sugar factories (supported by Purchase order copies along with performance certificate) shall be preferred. The copies of purchase orders of Private sugar factories along with rates should also be attached with the tender
- 21.4 Printed Literature/Catalogue of the items (Products) required should be attached with the tender to assess technical suitability of the product.
- 21.5 The bidder shall submit the copies of the Authorization letter by the authorized person. The e-Bid submitted without required documentary proof shall be rejected.
- 21.6 The bidder shall submit the copies of the Detail of E.M.D. The e-Bid submitted without required documentary proof shall be rejected.
- 21.7 The bidder is also required to enclose proof of their annual turn over of last three years certified by Chartered Accountant.
- 21.8 The preference shall be given to the parties which have supplied COMPUTER STATIONERY to the sugar factories.
- 21.9 The bidder shall submit the copies of the Details of Income Tax Registration. The e-Bid submitted without required documentary proof shall be rejected.
- 21.10 The bidder shall submit the copies of the Details of Trade Tax/CST Registration/TIN No. The e-Bid submitted without required documentary proof shall be rejected.
- 21.11 The bidder shall submit the documentary proof of the Status of the company along with names of Directors/Partners/Proprietor along with documents. The e-Bid submitted without required documentary proof shall be rejected.
- 21.12 The 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.
- 21.13 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 lowest rate quoted excluding VAT of Govt of Uttar Pradesh by the bidder including the cost of COMPUTER STATIONERY offered, such price to include all costs as well as duties and taxes paid or payable on components and raw material incorporated or to be incorporated in the goods, and Excise duty on the finished goods, if payable) and price of incidental services, insurance 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 Quantity offered by the L-1 shall be first taken into consideration.

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

## **23 Contacting the 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.
- 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 case(b) shall be offered to the successful Bidder(s) after the assessment by the TEC in terms of their capacity to manufacture and supply.

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

- 25.1 The Purchaser reserves the right at the time of Contract award to increase or decrease the quantity of goods and services originally specified in the Schedule of Requirements without any change in unit price or other terms and conditions, depending upon the requirement of end-customer.
- 25.2 If any taxes/duties are increased/ decreased by the Government during the contract period, the same shall be adjusted mutually after submitting the proof by the successful bidder to the Purchaser.

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

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

#### **27 Notification of Award**

- 27.1 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/Agreement**

As the purchaser notifies the successful bidder that its e-bid has been accepted, the purchaser will inform to 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 & on full & final adjustment of claims/dues of our units recoverable from them after deducting penalty if any, under these terms.

## **SECTION II: CONDITIONS OF CONTRACT(CC)**

### **1. PRICE**

- a. The Prices should be quoted by the bidder on FOR Destination basis. This will include basic price, Packing and Forwarding ,Freight Transit Insurance. Octroi or any other charges except Excise duty and Sales Tax which should be indicated separately either in lump- sum or in percentage of basic (Ex-works) rates.
- b. FOR Destination for Part load mean nearest point of delivery from Sugar Mill societies. However in the case of full truck load, material will be sent directly to the mill societies.
- c. The final rates/discount on price list mentioned in the tender shall remain firm for the full crushing season 2016-2017 i.e. up to 30<sup>th</sup> June 2017
- d. Any change in the rate of Excise duty, Taxes etc, may be accepted provided documentary proof of the same is submitted for approval.
- e. For concessional Sales Tax, Form-C shall be provided by the Purchaser against CST and Form-3B against U.P. Trade Tax whichever is applicable.

### **2. DELIVERY**

- a) The supply must be completed as 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:-
- d) 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 COMPUTER STATIONERY may be inspected by the Sugar Factory. The rejected COMPUTER STATIONERY 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 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 of Rs. 25000/- (Twenty Five Thousand Only) in form of the Bank Draft of a Nationalised Bank in favour of U.P. Coop. Sugar Factories Federation Ltd., payable at Lucknow against supply of COMPUTER STATIONERY. The tender without earnest money shall be liable to be rejected. No interest shall be payable on the earnest money (Government organisation are exempted from the requirement of EMD).

#### **5. PAYMENT**

90% against delivery and 10% after physical verification at mill site.

#### **6. ARBITRATION :**

Any dispute arising out of supply of COMPUTER STATIONERY shall be referred by the supplier or by the concerned indenting coop. Sugar Factory and / or by this Federation to the Secretary Department of Sugar Industry and Cane Development Govt. of U.P. for appointing Arbitrator & the arbitrator appointed by him will act as Sole Arbitrator, under the Arbitration and Conciliation Act 1996 or amended upto date which shall be deemed to be a reference on behalf of both the parties and his award shall be binding on both the parties as per law.

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.

The bidder who is 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.

In case of any dispute between the Supplier and buyer the Hon'ble Allahabad High Court of judicature at Lucknow and Courts sub-ordinate thereto of the District in which the mill is situated shall alone have jurisdiction to the exclusion of all other courts.

In complete tender or those tenders without the prescribed EMD may be rejected.

## **7. 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.

## **8. GENERAL CONDITIONS :**

- A) The supplier has to supply only " as per technical specification of COMPUTER STATIONERY 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 COMPUTER STATIONERY from open market or any other source and the differential cost shall be debited to Authorised supplier/Importer account.
- B) In case the supplies are not as per specified quality and is of inferior quality the COMPUTER STATIONERY may be rejected. The supplier is liable for the F.O.R DESTINATION. (Including transportation) cost of the rejected COMPUTER STATIONERY.
- C) Rejected COMPUTER STATIONERY will be replaced by the supplier at their own cost. In case the balance quantity of rejected COMPUTER STATIONERY.

## **9. PACKING AND FORWARDING:**

The supplier should ensure dispatch of material (as per direction by mills) in secured & sound packing conditions to avoid any damage during transit. The packing list will be kept inside each packet to factories for easy checking of material at the time of opening at factory stores. (If applicable)

## **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) For checking of the genuineness of the material, the sample may be taken out and sent to principal manufacturer. 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.

## **12. 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.

## **13. EARNEST MONEY AND SECURITY DEPOSIT:**

- A. The bidders are required to deposit an Earnest Money of **Rs 25000/- (Twenty Five Thousand Only)** by demand draft 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. All parties being approved for R/C have to deposit EMD and Security separately. In case any manufacturer further distribute order amongst their dealers/ stockist The U.P. Co-op. Sugar Factories Federation Ltd., Lucknow reserves the right to reject any or all tenders without assigning any reason thereof. Incomplete and conditional tender shall be liable to be rejected.
- C. Government Agencies are exempted from depositing Earnest Money.
- D. 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.
- E. The successful bidder will have to deposit an additional amount of Rs 100,000/- For security deposit equivalent to EMD. This amount is in addition of Earnest Money converted into security deposit.
- F. Without depositing the additional security money rate contract will not be issued.
- G. 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.

- H. 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 if any.
- I. 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.
- J. The supplier should be registered with the Excise Department so that they may provide MODVATE 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 MODVATE 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.
- K. The brand name/code of the make of the item should be clearly mentioned in the tender.
- L. 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.
- M. In case the material supplied by your firm to our mill societies in earlier years 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 good of the claims made by the mill societies.
- N. 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 2017-2018 i.e. up to 30/06/2018
- O. The MD, U.P.Cooperative Sugar Factories Federation will be the sole arbitrator to resolve all disputes arising out of the agreement and the decision taken by the arbitrator shall be the final and acceptable to both the parties (Seller and Purchaser).
- P. The bidder must have the valid authority of the firm submitting tender for making technical and commercial bid including negotiation.



Q. 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.

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

Incomplete and conditional tender shall be liable to be rejected.

All the Terms and conditions are accepted

(Signature)

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

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

- III(A) e-Bid FORM
- III(B) SCHEDULE OF REQUIREMENTS
- III(C) TECHNICAL SPECIFICATIONS
- III(D) PERFORMANCE STATEMENT
- III(E) CAPABILITY STATEMENT
- III(F) PERFORMANCE SECURITY FORM
- III(G) CHECK LIST

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

Date: .....  
IFB No. UPSUGARFED/CS/2017-18/P-4548

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 **COMPUTER STATIONERY** 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 security/EMD for Rs. 25000 (Rupees Twenty Five Thousand 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 **OF COMPUTER STATIONERY** 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.....

-----  
Signature

-----  
(in the capacity of)

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

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

<b>Item Code</b>	<b>Brief Description</b>	<b>Destination</b>	<b>Delivery Schedule</b>	<b>e-Bid EMD</b>
	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	Rs 25000/- (Rupees Twenty Five thousand) only

### SECTION III (C) TECHNICAL SPECIFICATIONS

<b>SNO</b>	<b>Paper Size</b>	<b>GSM</b>	<b>Sheets</b>
<b>1</b>	<b>10x12x1 ERW</b>	<b>80 GSM</b>	<b>1000</b>
<b>2</b>	<b>10x12x1 ERW</b>	<b>70 GSM</b>	<b>1000</b>
<b>3</b>	<b>10x12x1 ERW</b>	<b>60 GSM</b>	<b>1000</b>
<b>4</b>	<b>10x12x2 ERW</b>	<b>80 GSM</b>	<b>1000</b>
<b>5</b>	<b>10x12x2 ERW</b>	<b>70 GSM</b>	<b>1000</b>
<b>6</b>	<b>10x12x2 ERW</b>	<b>60 GSM</b>	<b>1000</b>
<b>7</b>	<b>10x12x3 ERW</b>	<b>80 GSM</b>	<b>1000</b>
<b>8</b>	<b>10x12x3 ERW</b>	<b>70 GSM</b>	<b>1000</b>
<b>9</b>	<b>10x12x3 ERW</b>	<b>60 GSM</b>	<b>1000</b>
<b>10</b>	<b>15x12x1 ERW</b>	<b>80 GSM</b>	<b>1000</b>
<b>11</b>	<b>15x12x1 ERW</b>	<b>70 GSM</b>	<b>1000</b>
<b>12</b>	<b>15x12x1 ERW</b>	<b>60 GSM</b>	<b>1000</b>
<b>13</b>	<b>15x12x2 ERW</b>	<b>80 GSM</b>	<b>1000</b>
<b>14</b>	<b>15x12x2 ERW</b>	<b>70 GSM</b>	<b>1000</b>
<b>15</b>	<b>15x12x2 ERW</b>	<b>60 GSM</b>	<b>1000</b>
<b>16</b>	<b>15x12x3 ERW</b>	<b>80 GSM</b>	<b>1000</b>
<b>17</b>	<b>15x12x3 ERW</b>	<b>70 GSM</b>	<b>1000</b>
<b>18</b>	<b>15x12x3 ERW</b>	<b>60 GSM</b>	<b>1000</b>
<b>19</b>	<b>Pre printing charges per colour/per thousand sheet single colour</b>		<b>1000</b>

No Extra Perforation Charges Applicable, Party/Supplier should Perforate the stationery as required by the factory.

Date:

Signature of Representative

With seal

Name:

Designation

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

Proforma for Performance Statement (for a period of last three financial years)

Name of Company/Firm.....

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

Seal and signature of the bidder  
With name of the authorized  
Official signing the agreement

SECTION III(F) : CAPABILITY STATEMENT (CS)

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

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(b) Name of Authorized Official

(c) Phone:

(d) Fax:

(e) E-mail:

(f) Principal place of business

(g) Website of Bidder's Firm

2. Parties Will Have To Furnish Under Noted Information During The Technical Discussions With Documentary

Proof:

1	Details of Tender Fee/EMD	
2	Manufacturer/Authorised dealers/Sole Selling Agents Certificate	
3	Satisfactory performance certificate for supply <b>COMPUTER STATIONERY</b> satisfactorily in last <b>three year</b> to sugar mills of Govt/Private sector	
4	Details of last three years turnover duly certified by CA 2014-2015 2015-2016 2016-2017	
5	Details of Income Tax Registration/PAN	
6	Details of Trade Tax/CST	
7	Registration/TIN No.	
8	Status of the company along with names of Directors/Partners/Proprietor along with documents	
9	Excise Registration Certificate	
10.	Acceptance of Supply of Computer Stationery	
11.	Past Three years order copies along with Performance certificate if any issued from public/Cooperative/Private Sector Unit.	
12	Authorisation Letter by the Competent authority for the authorised person	
13.	Last audited balance sheet	

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

With Name of Authorized

Official signing the Bid

## 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 FEE/EMD in Physical Form	
4	21.1	Experience certificate supplied satisfactorily in previous three years to sugar mills for supplying COMPUTER STATIONERY supported by purchase order	
5	21.2	Documentary evidence (Import License) and the proof documents of Imported COMPUTER STATIONERY	
6	21.3.2	Printed Literature/Catalogue of the items (Products)	
7	21.3.3	Authorization letter by the authorized person.	
8	21.3.4	Proof of annual turn over of last three years certified by Chartered Accountant.	
9	21.3.5	Details of Income Tax Registration/PAN	
10	21.3.6	Certificate of Trade Tax/CST Registration/ TIN No	
11	21.3.7	Documentary Proof of the Status of the Company alongwith names of Directors/ Partners/Proprietor	
	SECTION III (A)	e-Bid Form	
	SECTION III (B)	Schedule of Requirements	
	SECTION III (C)	Technical Specifications	
	SECTION III (D)	Performance Statement	
	SECTION III (E)	Capability Statement	



**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/CS/2017-18/P-4548**

To:  
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 **COMPUTER STATIONERY** 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

<a href="#">Validate</a>	<a href="#">Print</a>	<a href="#">Help</a>	<a href="#">BoQ</a>								
Tender Inviting Authority: U.P. CO-operative Sugar Factories Federation Ltd. Lucknow											
Name of Work: COMPETITIVE e-bidding FOR SUPPLY OF COMPUTER STATIONERY FOR VARIOUS COOP SUGAR FACTORIES IN UTTAR PRADESH FOR THE SEASON 2016-17											
Contract No: UPSUGARFED/CS/2017-18/P-4548											
Bidder Name :											
<b>PRICE SCHEDULE</b>											
(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 fill the price in the relevant columns.)											
NUMBER #	TEXT #	TEXT #	NUMBER #	NUMBER	NUMBER	NUMBER	NUMBER	NUMBER	TEXT	NUMBER #	NUMBER
Sl. No.	Particulars	Quantity	Basic Price (in. Rs.)	Packing and Forwarding (in Rs.)	Insurance Charges (in Rs.)	Excise Duty (in Rs.)	VAT/CST (in Rs.)	Transportation Charges (in Rs.)	TOTAL AMOUNT Without Taxes	TOTAL AMOUNT in Rs.	
1	2	5	13	14	15	16	17	18	53	54	
1.00	Stationery Detail										
1.01	10x12x1 ERW - 80 GSM	1000 Sheets							0.00	0.00	
1.02	10x12x1 ERW - 70 GSM	1000 Sheets							0.00	0.00	
1.03	10x12x1 ERW - 60 GSM	1000 Sheets							0.00	0.00	
1.04	10x12x2 ERW - 80 GSM	1000 Sheets							0.00	0.00	
1.05	10x12x2 ERW - 70 GSM	1000 Sheets							0.00	0.00	
1.06	10x12x2 ERW - 60 GSM	1000 Sheets							0.00	0.00	
1.07	10x12x3 ERW - 80 GSM	1000 Sheets							0.00	0.00	
1.08	10x12x3 ERW - 70 GSM	1000 Sheets							0.00	0.00	
1.09	10x12x3 ERW - 60 GSM	1000 Sheets							0.00	0.00	
1.1	15x12x1 ERW - 80 GSM	1000 Sheets							0.00	0.00	
1.11	15x12x1 ERW - 70 GSM	1000 Sheets							0.00	0.00	
1.12	15x12x1 ERW - 60 GSM	1000 Sheets							0.00	0.00	
1.13	15x12x2 ERW - 80 GSM	1000 Sheets							0.00	0.00	
1.14	15x12x2 ERW - 70 GSM	1000 Sheets							0.00	0.00	
1.15	15x12x2 ERW - 60 GSM	1000 Sheets							0.00	0.00	
1.16	15x12x3 ERW - 80 GSM	1000 Sheets							0.00	0.00	
1.17	15x12x3 ERW - 70 GSM	1000 Sheets							0.00	0.00	
1.18	15x12x3 ERW - 60 GSM	1000 Sheets							0.00	0.00	
1.19	Pre printing charges per colour/per thousand sheet single colour	1000 Sheets							0.00	0.00	
<b>Total in Figures</b>									<b>0.00</b>	<b>0.00</b>	
<b>Quoted Rate in Words</b>											