

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

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**COMPETITIVE e-bidding
FOR
TRANSPORTATION OF SULPHUR FROM IOCL REFINERIES MATHURA &
PANIPAT TO VARIOUS COOP SUGAR FACTORIES IN UTTAR PRADESH FOR
THE SEASON 2020-21**

e-bid REFERENCE : UPSUGARFED/SULPHERTP/2020-21/P-7775

LAST DATE AND TIME FOR : **02/09/2020 - 6:55 P.M**
SUBMISSION OF E-Bids

DATE AND TIME OF OPENING : **03/09/2020 - 11:15 A.M.**

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

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

e-Bid EMD : **Rs. 1,00,000/-**

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

This Document Contains -- 35 Pages

It will be the responsibility of the e-Bidder/Transporter 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-Bidder/Transporter will have to incorporate the amendments in their e-Bids accordingly.

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

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**UTTAR PRADESH COOPERATIVE SUGAR FACTORIES
FEDERATION LIMITED**

9-A, RANA PRATAP MARG, LUCKNOW

Ph no. 0522-2200183,2628310

E mail : upsugarfed @ yahoo.co.in

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

Ref no.P- 7771 /UPF(CP)/2020-21

Dated : 26.08.2020

E- TENDER NOTICE

On line e-tenders are invited from Manufacturers/ Authorised dealer (as per details given in tender documents) for Centrifugal machine, Nickel screen, Caustic soda AND Sulphur transportation. The e-tender documents with detailed specifications, terms and conditions etc. can be downloaded from e- tender portal <http://etender.up.nic.in> & federation website www.upsugarfed.org

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

(BIMAL KUMAR DUBEY)
MANAGING DIRECTOR

INVITATION OF e-Bids

On line e-bids are invited from reputed transporters **for Transportation of Sulphur** from IOCL Refineries Mathura/Panipat to our cooperative sugar factories located in Uttar Pradesh.

1. Bidder/Transporter 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 **26/08/2020 at 6:55 PM** view, download the 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 6:55 P.M. on 26/08/2020 at e-Procurement web site http://etender.up.nic.in and Federation's website www.upsugarfed.org
(b)	Availability of tender document on website	26/08/2020. 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	26/08/2020 from 06:55 P.M.
(d)	Clarification end date & time	02/09/2020 upto 14:00 PM
(e)	Corrigendum can be uploaded	02/09/2020 upto 14:00 PM
(f)	e-Bid submission start date & time (Submission of e-tender fee, EMD and other supporting documents in PDF/XLS format)	26/08/2020. from 6:55 PM
(g)	e-Bid submission end date & Time	02/09/2020 upto 6.55 PM
(h)	Online technical e-Bid opening date & time	03/09/2020 AT 11:15 A.M.
(i)	Online financial e-Bid opening date & time (Only of technically qualified bidder/Transporter)	03/09/2020 AT 3:00 P.M.

(j)	Venue of opening of technical & financial e-Bids	U.P. Cooperative Sugar Factories Federation Ltd. 9-A, Rana Pratap Marg, Lucknow.
(k)	Contact officer	Name: Mr. Vinod Kumar General Manager (P) Tel No: PBX (0522)-2615722, 2612849, Fax: (0522) 2627994, (0522)-2616884, Mob:- 7880888809
(l)	Cost of e-Bid document	Rs 2360.00 (Rupees Two Thousand Three Hundred Sixty Only) (Non-refundable)
(m)	e-Bid Earnest Money Deposit	Rs 1,00,000/- (Rupees One Lac Only)
(n)	Earnest Money	Earnest Money & Tender Fee Deposited in Favour of U.P.Coop. Sugar Factories Federation Ltd through RTGS/NEFT/NET BANKING. The Details are as under. <u>Name of Benificary</u> :- U.P.Coop. Sugar Factories Federation Ltd <u>Bank Account No</u> :- 53012823858 <u>IFSC Code No</u> :- SBIN0060284 <u>Name of Bank Branch</u> :- Vidhan Sabha Marg Lucknow.

4. The bidder/Transporter need to submit the proof/cost of e-Bid document/processing as stated in the above table in RTGS/ NEFT/ NET BANKING only in favour of U.P. Cooperative Sugar Factories Federation Ltd (here in after referred as UPSUGAR FED/Purchaser) payable at Lucknow.
5. All e-Bid must be accompanied by e-Bid Earnest Money Deposit (EMD) in the form of RTGS/ NEFT/ NET BANKING only in Favour of U.P. Cooperative Sugar Factories Federation Ltd., Lucknow. No Interest would be payable on e-Bid (Earnest Money) deposited with the Federation.
6. The Federation reserves the right to cancel any or all the e-Bids/annul the e-Bid process without assigning any reason thereof. The decision of Federation will be final and binding.
7. In the event of date specified for e-Bids opening being declared a holiday for Federation's office then the due date for opening of e-Bids shall be the following working day at the appointed time and place.
8. All the required documents including Price Schedule/BOQ should be uploaded by the e-Bidder/Transporter electronically in the PDF/XLS format. The required electronic documents for each document label of Technical (Fee details, Qualification details, e-Bid Form and Technical Specification details) schedules/packets can be clubbed together to make single different files for each label.

9. The companies/firms who are registered at e-Procurement portal for e-tendering with UP Electronics Corporation Ltd, 10 Ashok Marg, Lucknow-226001, 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 UP Electronics Corporation Ltd, for e-tendering till date can get their registration done by depositing a filled in form issued by UP Electronics Corporation Ltd 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 (M: 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- IDIBOOOL002
CBS code- 00527
Rs.6000/-

For E-Tendering Enquiry Please Contact Following Persons

01.Sri Rritvik Saxena Federation -	09415526023,7880888823
02.Sri Vipul Srivastava Federation -	7800001845

SECTION I : INSTRUCTIONS TO BIDDER/TRANSPORTER (ITB)

(A) THE BID DOCUMENT

1-Cost of e-Bid

- a) The bidder/Transporter shall bear all costs associated with the preparation and submission of its e-Bid and U.P. Cooperative Sugar Factories Federation Ltd, Lucknow hereinafter referred to as “the Purchaser”, will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the e-Bid process.
- b) This tender document is available on the web site <http://etender.up.nic.in> and www.upsugarfed.org to enable the bidders to view, download the e-Bid document and submit e-Bids online up to the last date and time mentioned in e-Tender notice/e-tender document against this e-Tender. The bidders shall have to pay e-Tender document fee of **Rs 2360.00 (Rupees Two Thousand Three Hundred Sixty Only)** in RTGS/ NEFT/ NET BANKING only payable in favour of U.P. Cooperative Sugar Factories Federation Ltd, Lucknow. This e-tender document fee of Rs. 2360.00 will be non-refundable

2-Contents of e-Bid Document

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

Invitation for e-Bid

Section I : Instruction to bidder/Transporter (ITB);

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

Section III : Technical e-Bid;

Section IV : Financial e-Bid;

2.2-The bidder/Transporter 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/Transporter's risk and may result in rejection of the said e-Bid.

3-Clarification of e-Bid Document

A prospective bidder/Transporter 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/Transporter 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/Transporter through the "Clarification" option under Bid Submission menu. The Purchaser may also respond to clarifications raised by the prospective bidder/Transporter 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/Transporter, modify the e-Bid document by amendments. Such amendments shall be uploaded on the e-Procurement website [http:// etender.up.nic.in](http://etender.up.nic.in) and Purchaser's web site www.upsugarfed.org 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 bidder/Transporter 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-Bidder/Transporter 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/Transporter, as well as all correspondence and documents relating to the e-Bid exchanged by the bidder/Transporter 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/Transporter shall comprise the following components:

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

(i) **Fee Details** – includes copies of e-tender document processing/Cost and e-Bid Earnest Money Deposit (EMD) furnished in accordance with ITB Clause 12 in PDF format.

(ii) **Qualification Details** – includes copies of required documents as per ITB Clauses 10 and 11 in PDF format justifying that the bidder/Transporter is qualified to perform the contract if his/her bid is accepted and that the bidder/Transporter 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/Transporter 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/Transporter 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/Transporter 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/Transporter shall quote separately in the downloaded spread sheet file for Price of **Transportation of Sulphur** as basic rate per ton from IOCL REFINERIES MATHURA & PANIPAT to different sugar mill.

8.2 The price of **Transportation of Sulphur per** ton (F.O.R.Destination and exclusive GST) against INPUT TAX CREDIT BENEFIT.

8.3 Prices quoted by the bidder/Transporter shall be fixed during the bidder/Transporter'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/Transporter's Qualification

10.1 Pursuant to ITB Clause 6, the bidder/Transporter shall furnish, as part of its Technical e-Bid, documents establishing the bidder/Transporter's qualification to perform the Contract if its e-Bid is accepted. The documentary evidence should be submitted by the bidder/Transporter electronically in the PDF format.

The documentary evidence of bidder/Transporter'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/Transporter 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/Transporter 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/Transporter shall furnish, as part of its e-Bid, an e-Bid EMD of **1,00,000/-each (Rupees One Lac only)** in form of **RTGS / NEFT/ NET BANKING**, in favour of U.P. Cooperative Sugar Factories Federation Ltd., Lucknow. No Interest on EMD will be paid.

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

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

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

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

- 12.5 Unsuccessful bidder's e-Bid E.M.D will be returned upon the written request through RTGS/ NEFT/ NET BANKING through your account number, IFSC code Name of Bank.

- 12.6 The successful bidder/Transporter's e-Bid EMD will be adjusted upon the bidder/Transporter signing the Contract, pursuant to ITB Clause 28, and furnishing the performance security, pursuant to ITB Clause 29.

- 12.7 The e-Bid EMD may be forfeited:

- (a) if a bidder/Transporter (i) withdraws its e-Bid during the period of e-Bid validity specified by the bidder/Transporter 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/Transporter on the e-Bid form or
- (b) in case of a successful bidder/Transporter, if the bidder/Transporter fails:
 - (i) to sign the Contract with the Purchaser in accordance with ITB Clause 28; or
 - (ii) to furnish performance security.
 - (iii) to deliver goods/service as per rate contract as per delivery schedule.

12.8 Parties registered with startup India (registration certificate required) are exempted from EMD.

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 2020-21 continues of the cooperative factories of federation or 30/06/2021 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/Transporter'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/Transporter may refuse the request without forfeiting its e-Bid EMD. A bidder/Transporter 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/Transporter 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/Transporter or a person or persons duly authorized to bind the bidder/Transporter to the Contract. All the pages/ documents of the e-Bid that are to be uploaded shall be digitally signed by the person authorized to sign the e-Bid.

15. Submission of e-Bid

The Bid Submission module of e-Procurement website <http://etender.up.nic.in> enables the bidder/Transporter 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. Bidder/Transporter should start the Bid Submission process well in advance so that they can submit their e-Bid in time. The bidder/Transporter 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 bidder/Transporter cannot submit their e-Bid. For delay in submission of e-Bid due to any reasons, the bidder/Transporter shall only be held responsible.

The bidder/Transporter 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 bidder/Transporter to be the registered users of the e-Procurement website <http://etender.up.nic.in>. The bidder/Transporter must obtain a User Login Id and Password by registering themselves with U.P. Electronics Corporation Limited, Lucknow if they have not done so previously for registration. Refer to details given in Invitation for e-Bid Clause 10

- 15.2 In addition to the normal registration, the bidder/Transporter 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/Transporter 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/Transporter 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/Transporter 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/Transporter 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/Transporter 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 whom the bidder/Transporter intends to e-Bid, from "My Tenders" folder, the bidder/Transporter 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/Transporter should download the e-tender document and Price Schedule/Bill of Quantity (BOQ) and study them carefully. The bidder/Transporter should keep all the documents ready as per the requirements of e-tender document in the PDF format except the Price Schedule/Bill of Quantity (BOQ) which should be in the XLS format (Excel sheet).
- 15.4 After clicking the 'Pay Online' option, the bidder/Transporter will be redirected to the Terms and Conditions page. The bidder/Transporter should read the Terms & Conditions before proceeding to fill in the Tender Fee and EMD online payment details. After entering and saving the Tender Fee and EMD details, the bidder/Transporter should click "Encrypt & Upload" option given in the online payment details form so that "Bid Document Preparation and Submission" window appears to upload the documents as per Technical (Fee details, Qualification details, e-Bid Form and Technical Specification details) and financial (e-Bid Form and Price Schedule/BOQ) schedules/packets given in the tender details. The details of the **RTGS / NEFT/ NET BANKING** or any other accepted instrument which is to be physically sent in original before opening of technical e-Bid, should tally with the details available in the scanned copy and the data entered during e-Bid submission time otherwise the e-Bid submitted will not be accepted.
- 15.5 Next the bidder/Transporter 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/Transporter 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/Transporter 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/Transporter'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/Transporter 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/Transporter 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/Transporter 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 bidder/Transporter at e-Procurement website <http://etender.up.nic.in> not later than the **time 6:55 P.M. on 02/09/2020** (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 bidder/Transporter 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/Transporter cannot submit his/her e-Bid. Bidder/Transporter has to start the Bid Submission well in advance so that the submission process passes off smoothly. The bidder/Transporter 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/Transporter can withdraw his/her e-Bid submitted online before the bid submission end date and time. For withdrawing, the

bidder/Transporter 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/Transporter should then select "My Bids" option in the Bid Submission menu. The page listing all the bids submitted by the bidder/Transporter will be displayed. Click "View" to see the details of the e-Bid to be withdrawn. After selecting the "Bid Withdrawal" option, the bidder/Transporter 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/Transporter also has to enter the bid Withdrawing reasons and upload the letter giving the reasons for withdrawing before clicking the "Submit" button. The bidder/Transporter has to confirm again by pressing "Ok" button before finally withdrawing his/her selected e-Bid.

- 18.2 The bidder/Transporter 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 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/Transporter's forfeiture of his/her e-Bid EMD, pursuant to ITB Clause 12.7.
- 18.4 The bidder/Transporter 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/Transporter 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/Transporter 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/Transporter should then select "My Bids" option in the Bid Submission menu. The page listing all the bids submitted by the bidder/Transporter 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 bidder/Transporter 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 technical committee at **11:15 A.M. on 03/09/2020** at U.P. Co-operative Sugar Factories Federation Ltd, 9-A, Rana Pratap Marg, Lucknow. In the event of the specified date of e-Bid

opening being declared a holiday for the Purchaser, the e-Bids shall be opened at the appointed time and place on the next working day.

19.A-2 The name of such bidder/Transporter not meeting the Technical Specifications and qualification requirement shall be notified subsequently.

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

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 bidder/Transporter will be informed.

19(B) Opening of Financial e-Bid

19. B.1 After evaluation of technical e-Bid, the Purchaser shall notify those bidder/Transporter 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 bidder/Transporter, 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 bidder/Transporter shall be opened on 03/09/2020 at 3:00 P.M. in the presence of bidder/Transporter who choose to attend. The name of bidder/Transporter, Unit Price quoted for various Mill 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/Transporter 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 bidder/Transporter shall submit the scanned copies of following as documentary proof for evaluation of their technical e-Bids. The bid without required documents will be rejected.

21.1 Reputed transporters have registration with road transport department, who possess experience of transportation of Sulphur or any other products with an annual turnover Rs 50.00 Lacs from IOCL REFINERIES MATHURA, PANIPAT or from any other destination.

- 21.2 The bidder/Transporter shall submit the copies of Indian Bank Approved certificate if feasible for transportation job on a large scale.
- 21.3 The bidder/Transporter shall submit the documentary proof of numbers of trucks in possession of the Proprietor.
- 21.4 The bidder/Transporter shall submit the documentary proof of National Permit.
- 21.5 The bidder/Transporter shall submit the copies of the detail of E.M.D.
- 21.6 The bidder/Transporter shall submit the copies of undertaking the transportation of Sulphur subject to the provision of common carrier Act 1865.
- 21.7 The bidder/Transporter shall submit the copies of the documents (vehicle registration certificate and certificate regarding non-pollution vehicle issued by Regional Transport Office authorities) of 8 trucks out of which we must bear ownership of atleast three trucks.
- 21.8 The bidder/Transporter shall submit the copies of details of previous satisfactory transportation of Sulphur/Chemicals of last three years along with performance certificate if any.
- 21.9 The Bidder/supplier has to submit annual turnover report duly signed by Chartered Accountant of last 3 years.
- 21.10 The bidder shall submit the CA membership and UDIN number.
- 21.11 The bidder/Transporter shall submit the copies of the details of Income tax registration/PAN.
- 21.12 The bidder/Transporter shall submit the copies of the details of GST registration.
- 21.13 The bidder/Transporter shall submit the documentary proof of the Status of the company along with names of Directors/Partners/Proprietor along with documents.
- 21.14 The e-Bids found to be not responsive to and not fulfilling all the conditions of the contract and not meeting Technical Qualification Requirements to the satisfaction of Purchaser shall be rejected and may not subsequently be made responsive by the bidder/Transporter by correction of the non-conformity. The e-Bids of bidder/Transporter mentioning any of their conditions which are not mentioned in the e-tender document or are not in conformity with the conditions of the contract shall be rejected.
- 21.15 It shall be the discretion of the Purchaser to decide as to whether an e-Bid fulfils the evaluation criterion mentioned in this e-tender or not.
- 21.16 The bidder/Transporter are advised not to mix financial bid documents with the PDF documents submitted for technical bid. The e-Bids of the bidder/Transporter 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 bidder/Transporter whose technical e-Bids are found responsive as per the conditions of the e-tender only for those items of the bidder/Transporter 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 transporter does not accept the correction of errors if any, its e-Bid shall be rejected and its e-Bid EMD may be forfeited.
- 22.3 No weightage/ preference shall be given to the bidder/Transporter quoting Transportation rate Different Sugar mills.
- 22.4 The Purchaser's evaluation of financial bid shall be based on in terms of lowest transportation rate. GST extra as per rule.
- 22-5 The Financial Bids will be opened by Tender Evaluation Committee [TEC].

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

- a) In case L-1 offers to transport the ordered 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) 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/Transporter 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/Transporter(s) provided the successful Bidder/Transporter(s) are ready to offer the quantity at the rates quoted by L-1.
- c) c) The quantity resulting from the split as mentioned above in case (b) shall be offered to the successful Bidder/Transporter(s) after the assessment by the TEC in terms of their capacity to manufacture and supply.
- d) 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 Govt of U.P. projects and are liable for legal action taken by UPSUGAR FED

23 Contacting the Purchaser

- 23.1 Subject to ITB Clause 20, no bidder/Transporter 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/Transporter 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/Transporter to influence the Purchaser in its decisions on e-Bid evaluation, e-Bid comparison or contract award may result in rejection of the bidder/Transporter's e-Bid.

(D) AWARD OF CONTRACT

24 Award Criteria

- 24.1 The Purchaser will determine to its satisfaction whether the bidder/Transporter(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/Transporter whose bid has been determined to be responsive to all the conditions of the contract and meeting the Technical specification and qualification requirement of the Bidding Document.

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

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

27- Notification of Award

- 27.1 The Purchaser will notify the successful bidder/Transporter 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 Upon successful bidder/Transporter's furnishing of performance security pursuant to ITB Clause 29, the Purchaser will promptly adjust the e-Bid EMD pursuant to ITB Clause 12.

28-Signing of Contract

- 28.1 At the same time as the Purchaser notifies the successful bidder/Transporter that its e-Bid has been accepted, the Purchaser will inform the bidder/Transporter accordingly.
- 28.2 Within 7 days of receipt of the Contract Form, the successful bidder/Transporter shall execute, sign and date the Contract and return it to the Purchaser.

29- Performance Security

- 29.1 The Earnest money of successful bidder/Transporter shall be converted into security deposit and total security deposit for above mentioned transportation contract shall be Rs. 2.00 lac. The remaining amount of Rs.1.00 lac must be deposited by successful bidder/Transporter as security before execution of agreement. The security money shall be released only on successful completion of the assigned transportation work and after adjustment of the claims, if any, of our units, against transportation of sulphur. No interest shall be paid on Security money Deposit. In case the transporter after accepting the rate contract/executing the agreement fails to take up the work or abandons the transportation work in the cane crushing season the security deposit shall be forfeited and defaulter shall be debarred from future dealings with the Federation units and loss suffered by the Factories shall be recovered from the transporter concerned.

SECTION II: CONDITIONS OF CONTRACT(CC)

1 ELIGIBILITY

E-tenders are invited from IBA approved reputed transporters who possess experience of transportation of Sulphur or any other product with an annual turn over of Rs. 50.00 Lacs for the transportation of Sulphur from IOCL REFINERIES MATHURA, PANIPAT or from any other destination. As per list annexed herewith and on the terms and conditions enumerated hereinafter. The transporter shall have to undertake the transportation of **Sulphur** subject to the provisions of common carriers Act. 1865 and the rules framed there under as amended from time to time. The bidder/Transporter should be a reputed transporter and of experience and owning a fleet of not less than twenty trucks maintained in road worthy condition besides possessing a certificate from State Road Transport Department relating to pollution norms. The bidder/Transporter should be accredited with IBA for transportation job on a large scale if feasible.

2. PRICES

The price of the Sulphur to be transported to our Coop. Sugar Factories shall be on the basis of FOR destination on per Ton basis. All expenditure during the transit e.g. POL, Octroi, repairs etc shall be the liability of the transporter and the Federation or any of it's until shall in no way be liable for such expenditure. The rate shall remain firm during the currency of the contract,

3. DELIVERY

The transportation of Sulphur shall tentatively start from **the last week of Oct, 2020** and may continue till the end of **May 2021**. In case of necessity the period may be extended up to **June 2021** for certain factories of U.P. Cooperative Sugar Factories Federation. The transporter shall have to undertake to provide trucks for loading at the required Refinery even at a short notice of 24 hrs. In case of any delay in providing trucks a penalty of Rs. 1000/- (Rs. one thousand only) per day shall be levied. Any difficulty or problem in dispatches to any particular destination should be intimated immediately to the Federation as well as to the Coop. Sugar Factory concerned, so that an alternative arrangement could be ensured.

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

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

4. EARNEST MONEY

Each tender shall be accompanied by an earnest money of Rs. **1,00,000/- (One lac)** in form of the **RTGS/ NEFT/ NET BANKING only** in favour of U.P. Coop. Sugar Factories Federation Ltd., payable at Lucknow against supply of Sulphur. 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. **SECURITY MONEY :**

The successful bidder/Transporter shall deposit the security money of Rs. 1.00 lacs in addition to EMD of Rs. 1.00 lacs to the U.P. Coop. Sugar Factories Federation Ltd. at Lucknow before issuing rate contract. Thus the total security money will be Rs. 2.00 lacs with Federation. EMD money shall be adjusted towards security money. No interest shall be paid on the security deposit.

6. **PAYMENT**

Upon receipt of delivery schedule from the Federation, transporter concerned will gear up the transportation activity in such a way as to keep in readiness sufficient truck. The transportation charges shall be paid to the transporters after physical delivery of the consignment in safe and sound condition and upon verification of quantity and quality of Sulphur as indicated in the bill by the concerned sugar factory at the rates mentioned in annexure A. No advance payment shall be made to the transporter against the said transportation.

7. **ARBITRATION :**

Any dispute arising out of transportation of **Sulphur** 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/Transporter 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 IOC Refinery .

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 without the prescribed EMD may be rejected.

8. **e-BIDS OPENING :**

The e-Bid will be opened on the due date in the Federation Office 9-A, Rana Pratap Marg, Lucknow. The bidder/Transporter are requested to remain present or to send their authorised representatives holding power of Attorney on behalf of the transporter at the time of opening the technical bid tender.

9. **GENERAL CONDITIONS :**

1. The transporter shall have to undertake **the transportation of Sulphur** subject to the provisions of common carriers Act. 1865 and the rules framed there under as amended from time to time.
2. The bidder/Transporter should be a reputed transporter and of experience and owning a fleet of not less than twenty trucks maintained in road worthy condition besides possessing a certificate from State Road Transport Department relating to pollution norms.
3. The bidder/Transporter should be accredited with IBA for transportation job on a large scale if feasible.
4.
 - i) The transportation rates should be quoted on the basis of FOR Destination on per Ton.
 - ii) The Earnest money of successful bidder/Transporter shall be converted into security deposit and total security deposit for above mentioned transportation contract shall be Rs.2.00 lac. The remaining amount of Rs.1.00 lac must be deposited by successful bidder/Transporter as security before issuing rate contract. The security money shall be released only on successful completion of the assigned transportation work and after adjustment of the claims, if any, of our units, against transportation of Sulphur. No interest shall be paid on Earnest money Deposit. In case the transporter after accepting the rate contract/ executing the agreement fails to take up the work or abandons the transportation work in the cane crushing season the security deposit shall be forfeited and defaulter shall be debarred from future dealings with the Federation units and loss suffered by the Factories shall be recovered from the transporter concerned.
5.
 - i) The transporter shall have to undertake to provide trucks for loading at the required I.O.C. refineries even at a short notice of 24 hrs. In case of any delay in providing trucks a penalty of Rs. 1000/- (Rs. one thousand only) per day shall be levied.
 - ii) It shall be the responsibility of the transporter to ensure safe transport of the Sulphur upto the destination point.
 - iii) Any damage or loss to the goods in transit and resultant financial loss shall be the liability of the transporter.

6. All expenditure during the transit e.g. POL, Octroi, repairs etc. shall be the liability of the transporter and the Federation or any of its unit shall in no way be liable for such expenditure.
7. The transportation of Sulphur shall tentatively start from **the last week of Oct, 2020** and may continue till the end of **May 2021**. In case of necessity the period may be extended up **to June 2021** for certain factories of U.P. Cooperative Sugar Factories Federation.
8. The transportation charges shall be paid by the Federation unit concerned on delivery of truck load goods in safe and sound condition and on verification of Sulphur.
9. Any dispute arising out of the above transportation of Sulphur, shall be referred by the transporter or by the concerned Coop. Sugar Factory and or by this Federation to the State Govt. of U.P for appointing Arbitrator who will act as sole arbitrator, under the Arbitration and conciliation Act 1996 which shall be deemed to be a reference on behalf of both the parties and his award shall be binding on both the parties.
- 10. The bidder/transporter should submit affidavit for in relation to the E-Tender Form Debar and integrity pact (IP) as per attach Performa on Rs.100 Non judicial stamp paper to be uploaded E Tender and hardcopy to be sent through courier/ by post. However, in situation of lockdown due to COVID-19, if the bidder is unable to get the affidavit, then they can submit a SELF-DECLARATION of the same.**
- 11. If the rates stipulated in the RC/order of the federation/Mill society are higher in comparison to the supplies made by your firm to other sugar factories of U.P. State Sugar Corporation, the amount due to such rate difference is recoverable from the supplier. Charging of higher rates may also make the supplier liable for cancellation of rate contract together with considering black listing their firm and forfeiting the security money/E.M.D.**
- 12. The Bidder shall upload all required documents strictly at the time of filling e-Tender. No physical document will be accepted at any case during the Tender Process.**
- 13 Bidder/Supplier himself or his representative is not required to present at the time of technical/financial bid opening. Complete tendering process will be conducted faceless.**
- 14 After the finalization of rate contract the copy of the said rate contract, will be sent to the concerned supplier & all 24 mills vide e-mail & same will be uploaded on e- tender portal.
- 15 If the supplier/bidder is registered with M.S.M.E/Startup should submit the such order, quality and performance report for only one year of material supply to participate in the e-tender. If the tender is final in favour of the supplier registered in the M.S.M.E/Startup, such bidder will have to submit Security Money as per tender document.

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

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

Incomplete and conditional tender shall be liable to be rejected.

All the Terms and conditions are accepted

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

SECTION III: TECHNICAL E-BID

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

SECTION III(A): e- bid FORM

Date:.....
IFB No UPSUGARFED /SULPHERTPT/2020-21/P-7775

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 transportation of Sulphur(Description of Goods and Services) in conformity with the said e-Bid(Section II) of the e-Bid Document and will transport Sulphur from the seller godown as per specifications (Section III©) to your factories in addition to this, the particulars of our organization such as legal status, details of experience and past performance, capability statement and the required e-Bid EMD for Rs. 1,00,000 each (Rupees One Lac each) in the form of RTGS / NEFT/ NET BANKING ,pledged in favour of U.P. Cooperative Sugar Factories Federation Ltd, Lucknow, is furnished with this e-Bid form.

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

If our e-Bid is accepted, we will remit the security a sum of Rs.1.0 Lac of the contract Price for the due performance of the contract.

We agree to abide by this e-Bid for the e-Bid validity period specified in Clause 13.1 of the ITB and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

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

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

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

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

Signature

(in the capacity of)

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

SECTION III(B): SCHEDULE OF REQUIREMENTS

Item Code	Brief Description	Destination	Delivery Schedule	e-Bid 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.	For transportation of Sulphur from Mathura/ Panipat I.O.C. Refineries starting from the last week of OCT 2020 and may continue till the end of MAY 2021.	Rs 1,00,000/- (Rupees One Lakh) only

SECTION III (C) TECHNICAL SPECIFICATIONS

From IBA approved reputed transporters if feasible who possess experience of transportation of Sulphur or any other product with an annual turnover of Rs. 50 Lacs.

CAPABILITY STATEMENT (CS)

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

- (b) Name of Authorized Official
(c) Phone:
(d) Fax:
(e) E-mail:
(f) Principal place of business
(g) Website of Bidder/Transporter's Firm

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

1	Registration with Road Transport Department	
2	No. of Trucks in possession of the Proprietor	
3	Documentary Proof of National Permit	
4	Undertaking the transportation of Sulphur subject to the provision of common carrier Act.1865.	
5	Proof of 20 Trucks, certificate from State Road Transport Department relating to Pollution norms	
6	Details of E.M.D	
7	Details of last three years turnover duly certified by Chartered Accountant mentions membership and UDIN Number.	
8	Copy of last audited balance sheet	
9	Copy of last submitted Income Tax Return and PAN card (self attested)	
10	Details of GST Registration	
11	Details of previous transportation of Sulphur to Co-op Sugar Factories for last three years alongwith performance.	
12	Details of Transportation of Sulphur from I.O.C. to Private Sugar factories of last three years alongwith performance	
13	Status of Company alongwith names of Directors/Partners/Proprietor alongwith documents.	
14	Affidavit in relation to the E-tender for debar and integrity (IP) as per attach performan on Rs.100 non judicial Stamp Paper	
15	Firm's bank details to arrange EMD	

	refund, if required. RTGS details 1. Name of the bank 2. Account number 3. IFSC Code	
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Signature and seal of the E-Bidder/Transporter
With name of the authorized person

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

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

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

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

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

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

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

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

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

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

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

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

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

Deponent

Verification

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

Signed and verified on

Deponent

I identify the deponent who has signed before me.
Advocate

SECTION III(D) : PERFORMANCE STATEMENT FORM

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

Name of Company/Firm

Order placed by (Full address of Party)	Order No. & Date	Description & Quantity of ordered goods transported	Value of order	Date of completion of delivery		Remarks indicating reasons for late delivery, if any	Has the ordered goods been successfully delivered
				As per contract	Actual		
1	2	3	4	5	6	7	8

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

SECTION IV: FINANCIAL e-Bid

IV (A) e –Bid FORM

IV (B) PRICE SCHEDULE/BOQ

SECTION IV(A) : e bid FORM

Date:.....

IFBNo-UPSUGARFED/SULPHERTPT/2020-21/P-7775

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 transportation of Sulphur.....(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 the contract (Section II) of the e-Bid Document and will transport Sulphur from Refineries/Godowns as per the Technical specifications (Section III (C) to your sugar factories. In addition to this, the particulars of our organization such as legal status principal place of business, details of experience and past performance, capability statement and the required e-Bid security in the form of **RTGS / NEFT/ NET BANKING**, ledged in favour of U.P. Cooperative Sugar Factories Federation Ltd. Lucknow are furnished with this e-Bid form

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

We agree to abide by this e-Bid for the e-Bid validity period specified in Clause 13.1 of the ITB and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

Until a formal contract is prepared and executed, this e-Bid, together with you written acceptance thereof and your notification of award shall constitute a binding contract between us.

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

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

Datedday of20

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

.....
(In the capacity of)

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

SECTION IV(B): PRICE SCHEDULE / BOQ

Validate	Print	Help	Item Rate BoQ				
Tender Inviting Authority:							
Name of Work: COMPETITIVE e-bidding FOR TRANSPORTATION OF SULPHUR FROM IOCL REFINERIES MATHURA & PANIPAT TO VARIOUS COOP SUGAR FACTORIES IN UTTAR PRADESH FOR THE SEASON 2020-21							
Contract No: UPSUGARFED/SULPHERTP/2020-21/P-7775							
Name of the Bidder/ Bidding Firm/ Company :							
PRICE SCHEDULE (This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only)							
NUMBER #	TEXT #	TEXT #	NUMBER #	NUMBER	NUMBER #	NUMBER #	TEXT #
Sl. No.	Item Description	Units	Transportation charges for Sulphur per MT (in Rs)	GST for Sulphur Transportation (in Rs.)	TOTAL AMOUNT (in Rs)	TOTAL AMOUNT With Taxes	TOTAL AMOUNT In Words
1	2	5	13	14	53	54	55
1	SULPHUR						
1.01	Factory at Anoopshahr, District-Bulandshahr FROM MATHURA	MT			0.00	0.00	INR Zero Only
1.02	Factory at Badaun, District-Badaun FROM MATHURA	MT			0.00	0.00	INR Zero Only
1.03	Factory at Bagpat, District-Bagpat FROM MATHURA	MT			0.00	0.00	INR Zero Only
1.04	Factory at Belrayan, Lakhimpur(Kheri) FROM MATHURA	MT			0.00	0.00	INR Zero Only
1.05	Factory at Bilaspur, District-Rampur FROM MATHURA	MT			0.00	0.00	INR Zero Only
1.06	Factory at Bisalpur, District-Pilibhit FROM MATHURA	MT			0.00	0.00	INR Zero Only
1.07	Factory at Gajraula, District-JyotiBaPhule Nagar FROM MATHURA	MT			0.00	0.00	INR Zero Only
1.08	Factory at Ghosi, District-Mau FROM MATHURA	MT			0.00	0.00	INR Zero Only
1.09	Factory at Kaimganj, District-Farrukhabad FROM MATHURA	MT			0.00	0.00	INR Zero Only
1.1	Factory at Mehmadabad, District-Sitapur FROM MATHURA	MT			0.00	0.00	INR Zero Only
1.11	Factory at Moma, District-Muzaffarnagar FROM MATHURA	MT			0.00	0.00	INR Zero Only
1.12	Factory at Nanauta, District-Saharanpur FROM MATHURA	MT			0.00	0.00	INR Zero Only
1.13	Factory at Nanpara, District-Bahraich FROM MATHURA	MT			0.00	0.00	INR Zero Only
1.14	Factory at Sneh Road, District-Bijnor FROM MATHURA	MT			0.00	0.00	INR Zero Only
1.15	Factory at Puranpur, District-Pilibhit FROM MATHURA	MT			0.00	0.00	INR Zero Only
1.16	Factory at Ramala, District-Bagpat FROM MATHURA	MT			0.00	0.00	INR Zero Only
1.17	Factory at Sarsawa, District-Saharanpur FROM MATHURA	MT			0.00	0.00	INR Zero Only
1.18	Factory at Sathia, District-Aligarh FROM MATHURA	MT			0.00	0.00	INR Zero Only
1.19	Factory at Sampurna Nagar, District-Lakhimpur Kheri FROM MATHURA	MT			0.00	0.00	INR Zero Only
1.2	Factory at Semikhera, District-Bareilly FROM MATHURA	MT			0.00	0.00	INR Zero Only
1.21	Factory at Sultanpur, District-Sultanpur FROM MATHURA	MT			0.00	0.00	INR Zero Only
1.22	Factory at Tilhar, District-Shahjahanpur FROM MATHURA	MT			0.00	0.00	INR Zero Only
1.23	Factory at Podayan, District-Shahjahanpur FROM MATHURA	MT			0.00	0.00	INR Zero Only
1.24	Factory at Sathiaon, District-Azamgarh FROM MATHURA	MT			0.00	0.00	INR Zero Only
1.25	Factory at Anoopshahr, District-Bulandshahr FROM PANIPAT	MT			0.00	0.00	INR Zero Only
1.26	Factory at Badaun, District-Badaun FROM PANIPAT	MT			0.00	0.00	INR Zero Only
1.27	Factory at Bagpat, District-Bagpat FROM PANIPAT	MT			0.00	0.00	INR Zero Only
1.28	Factory at Belrayan, Lakhimpur(Kheri) FROM PANIPAT	MT			0.00	0.00	INR Zero Only
1.29	Factory at Bilaspur, District-Rampur FROM PANIPAT	MT			0.00	0.00	INR Zero Only
1.3	Factory at Bisalpur, District-Pilibhit FROM PANIPAT	MT			0.00	0.00	INR Zero Only
1.31	Factory at Gajraula, District-JyotiBaPhule Nagar FROM PANIPAT	MT			0.00	0.00	INR Zero Only
1.32	Factory at Ghosi, District-Mau FROM PANIPAT	MT			0.00	0.00	INR Zero Only
1.33	Factory at Kaimganj, District-Farrukhabad FROM PANIPAT	MT			0.00	0.00	INR Zero Only
1.34	Factory at Mehmadabad, District-Sitapur FROM PANIPAT	MT			0.00	0.00	INR Zero Only
1.35	Factory at Moma, District-Muzaffarnagar FROM PANIPAT	MT			0.00	0.00	INR Zero Only
1.36	Factory at Nanauta, District-Saharanpur FROM PANIPAT	MT			0.00	0.00	INR Zero Only
1.37	Factory at Nanpara, District-Bahraich FROM PANIPAT	MT			0.00	0.00	INR Zero Only
1.38	Factory at Sneh Road, District-Bijnor FROM PANIPAT	MT			0.00	0.00	INR Zero Only
1.39	Factory at Puranpur, District-Pilibhit FROM PANIPAT	MT			0.00	0.00	INR Zero Only
1.4	Factory at Ramala, District-Bagpat FROM PANIPAT	MT			0.00	0.00	INR Zero Only
1.41	Factory at Sarsawa, District-Saharanpur FROM PANIPAT	MT			0.00	0.00	INR Zero Only
1.42	Factory at Sathia, District-Aligarh FROM PANIPAT	MT			0.00	0.00	INR Zero Only
1.43	Factory at Sampurna Nagar, District-Lakhimpur Kheri FROM PANIPAT	MT			0.00	0.00	INR Zero Only
1.44	Factory at Semikhera, District-Bareilly FROM PANIPAT	MT			0.00	0.00	INR Zero Only
1.45	Factory at Sultanpur, District-Sultanpur FROM PANIPAT	MT			0.00	0.00	INR Zero Only
1.46	Factory at Tilhar, District-Shahjahanpur FROM PANIPAT	MT			0.00	0.00	INR Zero Only
1.47	Factory at Podayan, District-Shahjahanpur FROM PANIPAT	MT			0.00	0.00	INR Zero Only
1.48	Factory at Sathiaon, District-Azamgarh FROM PANIPAT	MT			0.00	0.00	INR Zero Only
Total in Figures					0.00	0.00	INR Zero Only
Quoted Rate in Words			INR Zero Only				