

U.P. COOPERATIVE SUGAR FACTORIES FEDERATION LTD.

9-A, RANA PRATAP MARG, LUCKNOW

**Telephone: (0522) 2200183
(0522)2628310**

**Fax: (0522) 2627994
Email: upsugarfed@yahoo.co.in
Website: www.upsugarfed.org**

COMPETITIVE e-bidding FOR SUPPLY OF HIGH DENSITY POLYETHYLENE (HDPE)/POLYPROPYLENE (PP) WOVEN SACKS WITH LINER SACKS FOR PACKING 50 Kg. SUGAR as per IS 14968:2015 FOR BIS UPTO AMENDED AS ON 20.06.2022 FOR VARIOUS COOP SUGAR FACTORIES IN UTTAR PRADESH FOR THE SEASON 2024-25

e-bid REFERENCE : UPSUGARFED/HDPE/2024-25/11037

LAST DATE AND TIME FOR SUBMISSION OF E-Bids : 12/08/2024 UPTO 06:55 PM

DATE AND TIME OF OPENING OF ON LINE TECHNICAL e-Bids : 13/08/2024 AT 11:15 AM

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

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

e-Bid E.M.D : **Rs. 15,00,000/-**

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

A) High Density POLYETHYLENE (HDPE)/POLYPROPYLENE (PP) woven sacks for packaging 50 kilogram Sugar as per IS 14968:2015 is under mandatory BIS certificate.

BIS certification is mandatory for a bidder to participate in bid for supply of High Density POLYETHYLENE (HDPE)/POLYPROPYLENE (PP) Woven Sacks for packaging 50 kilogram in above bid/tender.

This Document Contains -- 45 Pages

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

e-tender Document Processing /Cost :

Rs 2360.00

INDEX

1	Short Term e-Tender Notice	03
2	Invitation of e-Bids	04-06
3	Section I- Instruction to Bidders	07-20
	(A) The e-Bid Document	07-08
	(B) Preparation of e-Bids	08-15
	© e-Bid Opening and Evaluation of e-Bid	15-19
	(D) Award of Contract	19-20
4	Section II- Conditions of e-Tender / Contract (cc)	21-24
5	Section III- Technical e-Bid	25
	III(A) e Bid form	26
	III(B) Schedule of Requirements	27
	III(C) Technical Specifications	28-31
	III (D) Agreement form	32-37
	III (E) Performance Statement	38
	III (F) Capability Statement	39
	Check List	40-41
	Section IV- Financial e-Bid	42-44
	IV(A) e- Bid Form	43
	IV (B) Price Schedule/BOQ	44

तार: 'शुगरफेड' पी0बी0एक्स:2612849,2615722
फैक्स नं0: 91-522-2627994 2201856

2200183
दूरभाष: 2628310
2263121

उत्तर प्रदेश सहकारी चीनी मिल्स संघ लिमिटेड

ई मेल: upsugarfed @yahoo.co.in 9-ए,राणा प्रताप मार्ग
वेबसाइट: www.upsugarfed.org लखनऊ

Ref no.P- 11036 /UPF(CP)/2024-25

Dated : 18.08.2024

E- TENDER NOTICE

Online e-tenders are invited from manufacturers and BIS certificate holder (as per details given in tender documents) on Fixed based supply for **HDPE/PP BAGS 50 Kg** to our various Cooperative Sugar Factories of U.P. The e-tender documents with detailed specifications, terms and conditions etc. can be downloaded from e- tender portal <http://etender.up.nic.in> & federation website www.upsugarfed.org .

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

The tender document is available at e-Procurement website <http://etender.up.nic.in> or Federation's website www.upsugarfed.org from 18/07/2024 at 6:55 PM. Interested bidders may view, download the e-Bid document, seek clarification and submit their e-Bid online up to the date and time mentioned in the tab.

(KUMAR VINEET)
MANAGING DIRECTOR

INVITATION FOR e-Bids

Online e-bids are invited for supply of 180.00 lacs nos Fixed based supply of HIGH DENSITY POLYETHYLENE (HDPE)/POLYPROPYLENE (PP) WOVEN SACKS WITH LINER SACKS FOR PACKING 50 Kg. SUGAR as per IS 14968:2015 FOR BIS APPROVED AMENDED AS ON 20.06.2022 FOR VARIOUS COOP SUGAR FACTORIES IN UTTAR PRADESH FOR THE SEASON 2024-25 approximately from original manufacturers for packing of sugar to our cooperative sugar factories located in Uttar Pradesh.

1. Bidders are advised to study the tender Document carefully. Submission of e-Bid against this tender shall be deemed to have been done after careful study and examination of the procedures, terms and conditions of the tender Document with full understanding of its implications.
2. The e-Bid prepared in accordance with the procedures enumerated in ITB **Clause 15** of Section-I should be submitted through e-Procurement website <http://etender.up.nic.in>.

(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 18/07/2024 at 6:55 PM at e-Procurement web site http://etender.up.nic.in and Federation's website www.upsugarfed.org
(b)	Availability of tender document on website	18/07/2024 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	18/07/2024 from 06:55 PM
(d)	Clarification end date & time	12/08/2024 upto 2:00 PM
(e)	Corrigendum can be uploaded	12/08/2024 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)	18/07/2024 from 6:55 PM
(f)	e-Bid submission end date & Time	12/08/2024 upto 06.55 PM
(g)	Online technical e-Bid opening date & time	13/08/2024 at 11:15 AM
(h)	Online financial e-Bid opening date & time (Only of technically qualified bidders)	14/08/2024 at 11:00 AM

(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. Vinod Kumar General Manager (P) Tel No: PBX (0522)-2615722, 2612849, Fax: (0522) 2627994, (0522)-2616884, Mob:- 7880888809
(k)	Cost of e-Bid document	Rs 2360.00 (Rupees Two Thousand Three Hundred Sixty Only) (Non-refundable)
(l)	e-Bid E.M.D	Rs 15,00,000/- (Rupees Fifteen Lac Only)
(m)	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 Beneficiary</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 bidders need to submit the proof/cost of e-Bid document/processing as stated in the above table through R.T.G.S./N.E.F.T. in favour of U.P. Cooperative Sugar Factories Federation Ltd (herein after referred as UPSUGAR FED/Purchaser) payable at Lucknow. The UTR number of transaction regarding N.E.F.T./R.T.G.S. along with the e-Bids should reach the office of UPSUGAR FED/Purchaser at Lucknow before opening of technical e-Bid.
5. All e-Bid must be accompanied by e-Bid Earnest Money Deposit (EMD) in the form of N.E.F.T./R.T.G.S., drawn in favour of U.P. Cooperative Sugar Factories Federation Ltd., Lucknow. The UTR number of transaction regarding N.E.F.T./R.T.G.S. along with the e-Bids should reach the office of UPSUGAR FED/Purchaser at Lucknow before opening of technical e-Bid. No Interest would be payable on e-Bid (Earnest Money) deposited with the Federation.
6. The Federation reserves the right to cancel any or all the e-Bids/annul the e-Bid process without assigning any reason thereof. The decision of Federation will be final and binding.
7. In the event of date specified for e-Bids opening being declared a holiday for Federation's office then the due date for opening of e-Bids shall be the following working day at the appointed time and place.
8. All the required documents including Price Schedule/BOQ should be uploaded by the e-Bidder electronically in the PDF/XLS format. The required electronic

documents for each document label of Technical (Fee details, Qualification details, e-Bid Form and Technical Specification details) schedules/packets can be clubbed together to make single different files for each label.

9. The companies/firms who are registered at e-Procurement portal for e-tendering with UP Electronics Corporation Ltd, 10 Ashok Marg, Lucknow-226002, would only be eligible for participating in this e-tender as well as in e-tendering system of U.P. Govt. departments. All companies/firms who have not registered themselves with UPLC Ltd ,Lucknow for e-tendering till date can get their registration done for participating in this e-tender and other e-tenders of U.P.Govt. Departments.

The companies/firms, who are not having digital signature, can also get their digital signature. The companies/firms may contact the officials on phone numbers (0522) 4130303 Extn 305 & 307, 09721451211, for their Registration/Digital Signature Certificate related queries. The registration fee may also be deposited through RTGS. The details of RTGS are as under:

M/s U.P. Electronics Corporation Ltd,
Punjab National Bank
Ashok Marg, Lucknow
A/C No. 7177002100000669
IFS code- PUNB0717700
Rs.6000/-

For E-Tendering Enquiry Please Contact Following Persons

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

SECTION I : INSTRUCTIONS TO BIDDERS (ITB)

(A) THE BID DOCUMENT

1-Cost of e-Bid

- a) The bidder shall bear all costs associated with the preparation and submission of its e-Bid and U.P. Cooperative Sugar Factories Federation Ltd, Lucknow hereinafter referred to as “the Purchaser”, will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the e-Bid process.
- b) This tender document is available on the web site <http://etender.up.nic.in> and www.upsugarfed.org to enable the bidders to view, download the e-Bid document and submit e-Bids online up to the last date and time mentioned in e-Tender notice/e-tender document against this e-Tender. The bidders shall have to pay e-Tender document fee of **Rs 2360.00 (Rupees Two Thousand Three Hundred Sixty Only)** in RTGS/ NEFT/ NET BANKING only payable in favour of U.P. Cooperative Sugar Factories Federation Ltd, Lucknow. This e-tender document fee of Rs. 2360.00 will be non-refundable.
- c) **Quantity of HDPE/PP bags may vary \pm 15 percent as per requirement of sugar factories.**
- d) Purchase committee reserve the right of allotment of quantity of HDPE/PP bags.

2-Contents of e-Bid Document

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

Section I	: Instruction to bidders (ITB);
Section II	: Conditions of Contract (CC)/E-tender;
Section III	: Technical e-Bid;
Section IV	: Financial e-Bid;

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

3-Clarification of e-Bid Document

A prospective bidder requiring any clarification of the e-Bid document may raise his/her point of clarification through Bid Management Window after successfully login to the e-Procurement website <http://etender.up.nic.in>. The bidder may seek clarification by posting query in the relevant window after clicking "Seek Clarification" option in the view e-tender details window for e-tender which can be selected through my tender option of e-Bid submission menu. The clarification will be replied back by the Purchaser through the e-Procurement website which can be read by the bidder through the "Clarification" option under Bid Submission menu.

The Purchaser may also respond to clarifications raised by the prospective bidders on Purchaser's e-mail address upsugarfed@yahoo.co.in.

4. Amendment of e-Bid Document

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

(B) PREPARATION OF e-Bid

5 Language of e-Bid

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

6 Documents Constituting the e-Bid

- 6.1 The e-Bid prepared by the bidder shall comprise the following components:
 - (a) **Technical e-Bid** - Technical e-Bid will comprise of:
 - (i) **Fee Details** includes copies of e-tender document processing/Cost and e-Bid Earnest Money Deposit furnished in accordance with ITB Clause 12 in PDF format.
 - (ii) **Qualification Details** – includes copies of required documents as per ITB Clauses 10 and 11 in PDF format justifying that the bidder is qualified to perform the contract if his/her bid is accepted and that the bidder has financial, technical and production capability necessary to perform the contract and meets the criteria outlined in the Qualification Requirement and Technical Specification and fulfill all the conditions of the Contract and that the goods and ancillary services to be supplied by the bidder conform to the e-Bid document and Technical Specifications.

- (iii) **e-Bid Form** – includes copy of filled in e-Bid Form as per Section-III(A) of e-tender document in PDF format justifying that the bidder is complying with all the conditions of the Contract and Technical Specifications of the e-Bid Document as no deviation will be acceptable to the Purchaser.
- (iv) **Technical Specification Details** – includes copy of filled in Technical Specifications as per Section-III(C) of e-tender document in PDF format.
- (b) **Financial e-Bid** – Financial e-Bid will comprise of :
 - (i) **e-Bid Form** – includes copy of filled in e-Bid Form as per Section-IV (A) of e-tender document in PDF format.
 - (ii) **Price Schedule/BOQ** includes Price Schedule/BOQ in XLS format to be filled in after downloading from the e-Procurement website for this e-tender.

7-e-Bid Form

- 7.1 The bidder shall complete the e-Bid Form and the appropriate Price Schedule/BOQ furnished in the e-Bid document, including the goods to be supplied, their quantities and prices in the format given in the e-Bid document.

8 e-Bid Price

- 8.1 **The bidder shall quote separately in the downloaded Excel spread sheet file for the Price of Fixed of High Density POLYETHYLENE (HDPE)/POLYPROPYLENE (PP) in Rupees per bag (50kg to be supplied).**

8.2 The price of goods (F.O.R. Factory) GST extra The bidder has to submit relevant papers to the concerned mill to claim input tax credit.

(a) on components and raw material used in the manufacture or assembly of goods quoted F.O.R. Destination.

(b) Rate of High Density POLYETHYLENE (HDPE)/POLYPROPYLENE (PP) woven sacks for 50 Kg sugar bags Fixed price inclusive of transportation charges, loading charges, transit insurance and other relevant miscellaneous expenses exclusive GST.

- 8.3 Price quoted by the bidder shall be fixed during the bidder's performance of the Contract and not subject to variation on any account subject to ITB Clause 25.1. A e-Bid submitted with an adjustable Fixed price quotation unless asked for shall be treated as non-responsive and rejected.

9 e-Bid Currencies

Fixed price shall be quoted in Indian Rupees only.

10 Documents Establishing bidder's Qualification

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

The documentary evidence of bidder's qualification to perform the Contract if its e-Bid is accepted shall be as per Qualification Requirements specified in Section III (D) of e-tender document.

11 Documents Establishing Goods' Conformity to e-Bid Documents

- 11.1 Pursuant to ITB Clause 6, the bidder shall furnish, as part of its e-Bid, documents establishing the conformity to the e-Bid documents of all goods and services which the bidder proposes to supply under the contract. The documentary evidence should be in the PDF file format.

12 e-Bid Earnest Money Deposit (EMD)

- 12.1 Pursuant to ITB Clause 6, the bidder shall furnish, as part of its e-Bid, an e-Bid EMD of **15,00,000/- (Rupees Fifteen Lac only)** in form of **RTGS/ NEFT/ NET BANKING only**, in favour of U.P. Cooperative Sugar Factories Federation Ltd., Lucknow. No Interest on EMD will be paid. The UTR number of transaction regarding the RTGS/NEFT/NET BANKING must be submitted along with the e-bid.

- 12.2 The e-Bid E.M.D 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. If the supplier /bidder is registered with M.S.M.E./Startup, may not submit such E.M.D at the time of technical bid opening. 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.

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

A **RTGS/ NEFT/ NET BANKING only** payable in favour of U.P. Cooperative Sugar Factories Federation Ltd at Lucknow.

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

- 12.5 Unsuccessful bidder's e-Bid E.M.D will be returned upon the written request not later than 30 (thirty) days after conclusion of contract through NEFT/R.T.G.S. as promptly as.

- 12.6 Rs. 10.00 Lacs From successful bidders e-Bid EMD will be adjusted upon the bidder signing the agreement pursuant to ITB Clause 28, and furnishing the performance security pursuant to ITB clause 29. Remaining Rs. 5.00 Lacs kept as EMD.

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

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

Clause 22.2; or (iii) modifies its e-Bid price during the period of e-Bid validity specified by the bidder on the e-Bid form or

(b) in case of a successful bidder, if the bidder fails:

(i) to sign the Contract with the Purchaser in accordance with ITB Clause 28; or

(ii) to furnish performance security in accordance with ITB Clause 29.

13 Period of Validity of e-Bid

13.1 e-Bid shall remain valid upto **30/06/2025** or the period upto which the crushing of season 2024-25 continues of the cooperative factories of federation whichever is latter after the date of e-Bid opening prescribed by the Purchaser, pursuant to ITB Clause 16. An e-Bid valid for a shorter period shall be rejected by the Purchaser as non-responsive.

13.2 In exceptional circumstances, the Purchaser may solicit the bidder's consent to an extension of the period of e-Bid validity. The request and the response thereto shall be made in writing. A bidder may refuse the request without forfeiting its e-Bid security. A bidder granting the request will not be required nor permitted to modify its e-Bid.

14 Format and Signing of e-Bid

14.1 The bidder shall prepare one electronic copy each of the Technical e-Bid and Financial e-Bid separately.

14.2 The e-Bid document shall be digitally signed, at the time of uploading, by the bidder or a person or persons duly authorized to bind the bidder to the Contract. All the pages/ documents of the e-Bid that are to be uploaded shall be digitally signed by the person authorized to sign the e-Bid.

15. Submission of e-Bid

The Bid Submission module of e-Procurement website <http://etender.up.nic.in> enables the bidders to submit the e-Bid online in response to this e-tender published by the Purchaser. Bid Submission can be done only from the Bid Submission start date and time till the Bid Submission end date and time given in the e-tender. Bidders should start the Bid Submission process well in advance so that they can submit their e-Bid in time. The bidders should submit their e-Bid considering the server time displayed in the e-Procurement website. This server time is the time by which the e-Bid submission activity will be allowed till the permissible time on the last/end date of submission indicated in the e-tender schedule. Once the e-Bid submission date and time is over, the bidders cannot submit their e-Bid. For delay in submission of e-Bid due to any reasons, the bidders shall only be held responsible.

The bidders have to follow the following instructions for submission of their e-Bid:

15.1 For participating in e-Bid through the e-tendering system, it is necessary for the bidders to be the registered users of the e-Procurement website <http://etender.up.nic.in>. The bidders must obtain a User Login Id and Password by registering themselves with U.P. Electronics Corporation Limited, Lucknow if they

have not done so previously for registration. Refer to details given in Invitation for e-Bid Clause 10.

- 15.2 In addition to the normal registration, the bidder has to register with his/her **Digital Signature Certificate (DSC)** in the e-tendering system and subsequently he/she will be allowed to carry out his/her e-Bid submission activities. Registering the Digital Signature Certificate (DSC) is one time activity. Before proceeding to register his/her DSC, the bidder should first log on to the e-tendering system using the User Login option on the home page with the Login Id and Password with which he/ she has registered as per clause 15.1 above.

For successful registration of DSC on e-Procurement website <http://etender.up.nic.in> the bidder must ensure that he/she should possess Class-2/ Class-3 DSC issued by any certifying authorities approved by Controller of Certifying Authorities, Government of India, as the e-Procurement website [http:// etender.up.nic.in](http://etender.up.nic.in) is presently accepting DSCs issued by these authorities only. The bidder can obtain User Login Id and perform DSC registration exercise as described in clauses 15.1 and 15.2 above even before e-Bid submission date starts. The Purchaser shall not be held responsible if the bidder tries to submit his/her e-Bid at the last moment before end date of submission but could not submit due to DSC registration problem.

- 15.3 The bidder can search for active tenders through "Search Active tenders" link, select a tender in which he/she is interested in and then move it to 'My Tenders' folder using the options available in the e-Bid Submission menu. After selecting and viewing the tender, for which the bidder intends to e-Bid, from "My Tenders" folder, the bidder can place his/her e-Bid by clicking "Pay Offline" option available at the end of the view tender details form. Before this, the bidder should download the e-tender document and Price Schedule/Bill of Quantity (BOQ) and study them carefully. The bidder should keep all the documents ready as per the requirements of e-tender document in the PDF format except the Price Schedule/Bill of Quantity (BOQ) which should be in the XLS format (Excel sheet).
- 15.4 After clicking the 'Pay Online' option, the bidder will be redirected to the Terms and Conditions page. The bidder should read the Terms & Conditions before proceeding to fill in the Tender Fee and EMD online payment details. After entering and saving the Tender Fee and EMD details, the bidder should click "Encrypt & Upload" option given in the online payment details form so that "Bid Document Preparation and Submission" window appears to upload the documents as per Technical (Fee details, Qualification details, e-Bid Form and Technical Specification details) and financial (e-Bid Form and Price Schedule/BOQ) schedules/packets given in the tender details. The details of the **RTGS/ NEFT/ NET BANKING only** 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 06.55 P.M and 12/08/2024 the date as mentioned on page 4 (as the server time displayed in the e-Procurement website).
- 16.2 The Purchaser may, at its discretion, extend this deadline for submission of e-Bid by amending the e-Bid document in accordance with ITB Clause 4, in which case all rights and obligations of the Purchaser and bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

17 Late e-Bid

- 17.1 The server time indicated in the Bid Management window on the e-Procurement website <http://etender.up.nic.in> will be the time by which the e-Bid submission activity will be allowed till the permissible date and time scheduled in the e-tender. Once the e-Bid submission date and time is over, the bidder cannot submit his/her e-Bid. Bidder has to start the Bid Submission well in advance so that the submission process passes off smoothly. The bidder will only be held responsible if his/her e-Bid is not submitted in time due to any of his/her problems/faults, for whatsoever reason, during e-Bid submission process.

18 Withdrawal and Resubmission of e-Bid

- 18.1 At any point of time, a bidder can withdraw his/her e-Bid submitted online before the bid submission end date and time. For withdrawing, the bidder should first log in

using his/ her Login Id and Password and subsequently by his/her Digital Signature Certificate on the e-Procurement website <http://etender.up.nic.in>. The bidder should then select "My Bids" option in the Bid Submission menu. The page listing all the bids submitted by the bidder will be displayed. Click "View" to see the details of the e-Bid to be withdrawn. After selecting the "Bid Withdrawal" option, the bidder has to click "Yes" to the message "Do you want to withdraw this bid?" displayed in the Bid Information window for the selected bid. The bidder also has to enter the bid Withdrawing reasons and upload the letter giving the reasons for withdrawing before clicking the "Submit" button. The bidder has to confirm again by pressing "Ok" button before finally withdrawing his/her selected e-Bid.

- 18.2 The bidder has to request the Purchaser with a letter, attaching the proof of withdrawal and submission of e-Bid EMD in the office of Purchaser, to return back the e-Bid security/EMD as per the manual procedure.
- 18.3 No e-Bid may be withdrawn in the interval between the deadline for submission of e-Bids and the expiration of period of e-Bid validity. Withdrawal of an e-Bid during this interval may result in the bidder's forfeiture of his/her e-Bid E.M.D, pursuant to ITB Clause 12.7.
- 18.4 The bidder can re-submit his/her e-Bid as and when required till the e-Bid submission end date and time. The e-Bid submitted earlier will be replaced by the new one. The payment made by the bidder earlier will be used for revised e-Bid and the new e-Bid submission summary generated after the successful submission of the revised e-Bid will be considered for evaluation purposes. For resubmission, the bidder should first log in using his/her Login Id and Password and subsequently by his/her Digital Signature Certificate on the e-Procurement website <http://etender.up.nic.in>. The bidder should then select "My Bids" option in the Bid Submission menu. The page listing all the bids submitted by the bidder will be displayed. Click "View" to see the details of the e-Bid to be resubmitted. After selecting the "Bid Resubmission" option, click "Encrypt & Upload" to upload the revised e-Bid documents by following the methodology provided in clauses 15.4 to 15.7.
- 18.5 The bidders can submit their revised e-Bids as many times as possible by uploading their e-Bid documents within the scheduled date & time for submission of e-Bids.
- 18.6 No e-Bid can be resubmitted subsequently after the deadline for submission of e-Bids.

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

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

- 19.A-1 The Purchaser will open all technical e-Bids, in the presence of purchase committee at **11:15 AM on 13/08/2024** U.P. Co-operative Sugar Factories Federation Ltd, 9-A, Rana Pratap Marg, Lucknow. In the event of the specified date of e-Bid opening being declared a holiday for the Purchaser, the e-Bids shall be opened at the appointed time and place on the next working day.
- 19.A-2 The name of such bidders not meeting the Technical Specifications and qualification requirement shall be notified subsequently.
- 19.A-3 The Purchaser will prepare minutes of the e-Bid opening.
- 19 A-4 Managing Director reserves the right to postpone the date and time of opening of Technical & Financial E-Bid in unavoidable circumstances and all the bidders will be informed.

19(B) Opening of Financial e-Bid

- 19.B.1 After evaluation of technical e-Bid, the Purchaser shall notify those bidders whose technical e-Bids were considered non-responsive to the Conditions of the Contract and not meeting the technical specifications and Qualification Requirements indicating that their financial e-Bids will not be opened. The Purchaser will simultaneously notify the bidders, whose technical e-Bids were considered acceptable to the Purchaser. The notification may be sent by letter, fax or by e-mail.
- 19.B.2 The financial e-Bids of technically qualified bidders shall be opened on **14/08/2024 at 11:00 AM.**
- 19.B.3 The Purchaser will prepare the minutes of the e-Bid opening.

20 Clarification of e-Bid

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

21 Evaluation of technical e-Bid and Evaluation Criteria

The Purchaser will examine the e-Bid to determine whether they are complete, whether they meet all the conditions of the Contract, whether required e-tender fee, e-Bid EMD and other required documents have been furnished, whether the documents have been properly digitally signed, and whether the e-Bids are generally in order. Any e-Bid or e-Bids not fulfilling these requirements shall be rejected.

The bidders shall submit the scanned copies of following as documentary proof for evaluation of their technical e-Bids:-

- 21.1 Original manufacturers having three year experience of supply of High Density POLYETHYLENE (HDPE)/POLYPROPYLENE (PP) woven sacks for 50 Kg sugar bags satisfactorily to sugar mills and other industries of government and private sector as per IS14968:2015 as amended up to date. The bidder should have adequate experience of Fixed of HDPE/PP grains into HDPE/PP bags of 50 Kg supply for

sugar factories for which past three years order copies along with performance certificate if any should also be enclosed with the tender.

- 21.2 The bidder shall submit required documentary proof, failing which the tender shall be rejected.
- 21.3 The bidder shall submit the copies of the detail of E.M.D.
- 21.4 **The bidder shall submit the copies of registration certificate of industries department of the state for production of High Density POLYETHYLENE (HDPE)/POLYPROPYLENE (PP) woven sacks for 50 Kg sugar bags and monthly/annual production capacity (where from supply will be made).**
- 21.5 **The bidder shall submit the copies of registration certificate of industries department of the state for Fixed of HDPE/PP woven sacks for 50 Kg sugar bags. The bidder shall submit the copies of orders for satisfactory Fixed of HDPE/PP grains into HDPE/PP bags of 50 Kg to sugar factories to Govt. and private sector during the last three years along with performance certificate.**
- 21.6 The Bidder/supplier has to submit annual turnover report duly signed by Chartered Accountant of last 3 years average basis which must be not less than Rs. 12.00 crore.
- 21.7 The bidder shall submit the CA membership and UDIN number.
- 21.8 The bidder shall submit the copies of the last submitted Income Tax Return & PAN card (copy self attested).
- 21.9 The bidder shall submit the copies of the details of GST Registration.
- 21.10 The bidder shall submit the documentary proof of the Status of the company along with names of Directors/Partners/Proprietor along with documents.

21.11 The bidder shall submit 10 nos sample white and 10 nos coloured separately of High Density POLYETHYLENE (HDPE)/POLYPROPYLENE (PP) woven sacks for 50 Kg sugar bags manufactured by bidder (50 Kgs) to be produced along with technical bid duly stamped and signed by the bidder with name of the company and BIS CML number printed on each bag.

21.12 The e-Bids found to be not responsive to and not fulfilling all the conditions of the contract and not meeting Technical Specifications and Qualification Requirements to the satisfaction of Purchaser shall be rejected and may not be subsequently made responsive by the bidder by correction of the non-conformity. The e-Bids of bidders mentioning any of their conditions which are not mentioned in the e-tender document or are not in conformity with the conditions of the contract shall be rejected.

- 21.13 It shall be the discretion of the Purchaser to decide as to whether an e-Bid fulfils the evaluation criterion mentioned in this e-tender or not.
- 21.14 The bidders are advised not to mix financial bid documents with the PDF documents submitted for technical bid. The e-Bids of the bidders having financial bid document in the technical bid will out rightly be rejected.
- 21.15 **The bidder shall submit 20 sample (10 white and 10 coloured) bags (as per IS Specification No. IS14968:2015 and latest as amended upto date) of the product. The sample and supplied bag to the mill provided by the bidder can be inspected by an outer agency if federation needed anytime during the season.**
- 21.16 Bids are also being invited for coloured bags.
- 21.17 **The bidder shall submit the break-up of Fixed rate.**
- 21.18 **The bidder shall submit the ISO (Food Safety Management System) and HACCP certificate.**

Financial Evaluation and Comparison of e-Bid

- 22.1 The Purchaser will evaluate and compare the financial rates of individual items quoted in the price schedule/BOQ of e-Bids of those bidders whose technical e-Bids are found responsive as per the conditions of the e-tender only for those items of the bidders which have been technically accepted by the Purchaser. \
- 22.2 No additional payments shall be made for completion of any contractual obligation beyond the quoted prices. If the supplier does not accept the correction of errors if any, its e-Bid shall be rejected and its e-Bid security may be forfeited.
- 22.3 No weightage/preference shall be given to the bidder quoting any higher technical specifications against the technical specifications of the items asked in the e-tender.
- 22.4 The Purchaser's evaluation of a Financial bid shall be based on in terms of basic rate and other applicable taxes and duties quoted by the bidder including the cost of High Density POLYETHYLENE (HDPE)/POLYPROPYLENE (PP) woven sacks for 50 Kg sugar bags offered, such price to include all costs as well as duties and taxes paid , payable on components and raw material incorporated or to be incorporated in the goods, and Excise duty/GST on the finished goods, if payable and price of incidental services, freight, insurance and other costs within India incidental to the delivery of the goods to their final destination as mentioned in para 8.2 of ITB.
- 22.5 The Financial Bids will be opened by Tender Evaluation committee (TEC). Bid opening on date and time to be communicated to all the technically qualified Bidders. The commercial quotes of the lowest Bidder shall be notified as L-1. The Quantity offered by the L-1 shall be first taken into consideration as mentioned in clause 24.3.

Bidder have to adequate capacity of supply the complete order quantity if other bidder would not interest to match the L-1 rates than L-1 bidder has to supply complete quantity of tender.

In case L-1 backs out without any valid reason his EMD will be forfeited and blacklisted from participating in any future bidding and are liable for legal action taken by UPSUGAR FED. As L-2 bidder may be negotiated.

23 Contacting the Purchaser

23.1 Subject to ITB Clause 20, no bidder shall contact the Purchaser on any matter relating to his/her e-Bid, from the time of the e-Bid opening to the time the Contract is awarded. If the bidder wishes to bring additional information to the notice of the Purchaser, he/she can do so in writing.

23.2 Any effort by a bidder to influence the Purchaser in its decisions on e-Bid evaluation, e-Bid comparison or contract award may result in rejection of the bidder's e-Bid.

(D) AWARD OF CONTRACT

24 Award Criteria

24.1 The Purchaser will determine to its satisfaction whether the bidder(s) that is selected as having submitted the lowest rate (L-1) evaluated responsive bid meets the criteria specified in ITB Clause 10.2, and is qualified to perform the contract satisfactorily.

24.2 Subject to ITB Clause 26, the Purchaser will award the contract to the lowest rate (L-1) evaluated successful Bidder whose bid has been determined to be responsive to all the conditions of the contract and meeting the Technical specification and qualification requirement of the Bidding Document.

24.3 a) L1 bidder will be awarded maximum 30% of total quantity. Any case if other bidders would not interested to match the L-1 rate then L-1 bidder has to complete quantity of tender.

b) Next 06(six) bidders [L2 to L7] will be allowed to match the L1 rates. They will be awarded quantity on pro-rata basis i.e. L2 bidders will be awarded more quantity as to L3 bidder and so on. In case any of [L2 to L7] bidder does not match L1 rates then L8 and next bidder will be given a chance to match the L1 rates.

c) The bidder who is getting Award of Contract for first time, he shall be given maximum 10% of total quantity but if he is L-1 then he will be allotted maximum 30% of total quantity.

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 as per CVC circular 37/10/06 No. 005/CRD/12 dated 3.10.2006.

- 25.2 If any taxes/duties are increased/ decreased by the Government during the contract period, the same shall be adjusted mutually after submitting the proof by the successful bidder to the Purchaser.

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

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

27-Notification of Award

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

- 27.2 The notification of award will constitute the formation of the Contract.

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

28-Signing of Contract/Agreement

- 28.1 At the same time as the Purchaser notifies the successful bidder that its e-Bid has been accepted, the Purchaser will send the bidder the Contract Form/Agreement provided in the e-Bid document, incorporating all conditions of the agreement between the parties i.e. Purchaser and successful bidder.

- 28.2 Within 7 days of receipt of the Contract Form/Agreement, the successful bidder shall execute, sign and date the Contract/Agreement and return it to the Purchaser.

- 28.3 The bidder company will send only authorized executive / employee of company for e-tendering process / execution/ signing of agreement. The authorized representative shall submit his copy of Aadhaar Card and identification card issued by bidder company.

29 Performance/Supply Security

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

Co-operative Sugar Factories Federation Ltd. Payble at Lucknow. The refund of the security deposit shall be subject to timely and satisfactory supply of ordered quantity of HDPE//PP bags and on full and final adjustment of claims/dues of our units recoverable from the suppliers after deducting penalty, if any, under these terms. The earnest money of Rs. Ten lacs shall be adjusted towards security deposit of the successful bidder and remaining Rs. 5.00 lacs will be kept as EMD.

- 29.2 Before issuing the rate contract, bidder have submitted the **bank guarantee 5%** of the total order value (of number of food grade high density polyethylene (HDPE) / Polyproplene (PP) woven sack with liner for packing of 50 kg of sugar for season 2024-25 in favour of U.P. Cooperative Sugar Factories Federation Ltd. Lucknow valid upto 31.03.2025).

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

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

1. Price

- i) **HDPE/PP bags of 50 Kg the price should be quoted by the bidders on FOR destination basis. This will be basic Fixed price inclusive, packing and forwarding, freight, Transit Insurance, printing charges or any other charges. Only GST as applicable shall be paid extra.**
 - ii) The final rates/discount on price list mentioned in the tender shall remain firm for the crushing season 2024-25.
 - iii) Any change in the rate of GST etc may be accepted provided documentary proof of the same is submitted for approval.
 - iv) Manufacturer/Supplier may be required to put an additional colored stripe of desired colored as directed by Federation for identification of the manufacturer/company of which High Density POLYETHYLENE (HDPE)/POLYPROPYLENE (PP) woven sacks for 50 Kg sugar bags is supplied as per applicability.
 - v) Manufacturer is required to deposit twenty bags as sample of the company in Federation office at the time of tender opening along with the recent test certificate issued by CIPET which confirmed that the sample is as per IS specification no. IS 14968:2015 for food grade POLYETHYLENE (HDPE)/POLYPROPYLENE (PP) woven sacks for packing of 50 Kg sugar. If the manufacturer is unable to submit the required test certificate at the time of tender he can give affidavit on Rs. 100/- non judicial stamp paper that he will submit required test certificate at the time of issuing rate contract if the manufacturer unable to submit required test certificate within 20 days from the date of tender opening he will be disqualified for the whole e-tender process.
 - vi) Those manufacturer/bidder whose offer is accepted by Federation shall have to enter into an agreement with the Federation on a non-judicial stamp paper of R s 100/-. The agreement is required to be executed by the proprietor/partner or a senior executive of the manufacturer/bidder whose offer has been accepted.
 - vii) The final rates of Fixed of HDPE//PP Grains into HDPE/PP bags mentioned in the E-bid shall remain firm for the crushing season 2024-25 except in case of Force Majeure circumstances. Documentary Proof of variation in price of Fixed will have to be produced by the party for consideration. The decision of Managing Director of U.P. Co-operative Sugar Factories Federation Ltd. In such situation will be final.
 - viii) **Fixed rate for coloured bags should be separately quoted. Colour will be decided by the concerned factory.**
2. Name of sugar mill, crushing season, fssai License no., grade of sugar etc. will be printed on each High Density POLYETHYLENE (HDPE)/POLYPROPYLENE (PP) woven sacks for 50 Kg sugar bags as per requirement of the sugar mill.

3. **Earnest money**

Each bidder should submit **RTGS/ NEFT/ NET BANKING only** of a nationalized bank for Rs. **15,00,000/- (Fifteen Lacs only)** in favour of U.P. Cooperative Sugar Factories Federation Ltd, payable at Lucknow representing earnest money. The tenders without earnest money as above shall not be entertained (Central/State Government agencies or organizations are exempted from the requirement of EMD)

4. **Security Money**

a) The successful bidder shall have to deposit the Security money at the rate of 5% of the total order value of number of Food Grade High Density POLYETHYLENE (HDPE)/POLYPROPYLENE (PP) woven sacks with liner for packing of 50 Kg of Sugar for season **2024-25**, offer for supply after adjusting the EMD where of has been accepted & offered by the federation within 7 days from the date of acceptance of offer but prior to execution of an agreement towards timely supply, through **RTGS/ NEFT/ NET BANKING only** payable at Lucknow. No interest shall be paid on the security deposit. The refund of the security deposit shall be subject to timely and satisfactory supply of ordered quantity of Food Grade POLYETHYLENE (HDPE)/POLYPROPYLENE (PP) Woven Sacks for packing of 50 kg of sugar and on full and final adjustment of claims/dues of our units recoverable from them after deducting penalty, if any under these terms. The earnest money of Rs. 10.00 Lacs shall be adjusted towards security deposit of the successful bidder and remaining Rs. 5.00 Lacs will be kept as EMD.

b) Before issuing the rate contract, bidder have submitted the **bank guarantee 5%** of the total order value (of number of food grade high density polyethylene (HDPE) / Polypropylene (PP) woven sack with liner for packing of 50 kg of sugar for season 2024-25 in favour of U.P. Cooperative Sugar Factories Federation Ltd. Lucknow valid upto 31.03.2025).

5. **Packing & Forwarding**

The material should be packed in secured and sound packing of 300/500 bags to avoid any damage during the transit. The packing list shall be kept inside each packet.

6. **Delivery:**

Upon receipt of monthly delivery schedule from the respective sugar mills, supplier shall gear up the production activity in such a way as to keep in readiness sufficient quantity of HDPE/PP Woven Sacks with liner in ready stock so that in the event of quantity/lot being rejected by the Purchaser or his assigned Agency, delivery is not hampered.

The supplier shall deliver the HDPE/PP Woven sacks as per schedule of supply provided by the respective sugar mills. The monthly supplies are to be so dispatched that they are completed within the date/month for which delivery schedule has been provided to the Supplier.

In the event of failure on the part of Supplier in making the supplies even when the proof of readiness of payment has been provided to the Supplier, the Federation sugar mills shall exercise its right to purchase the HDPE/PP woven Sacks with liner from the open market and in that event the Supplier shall be liable to pay to the Federation mills actual difference in price/loss if any.

6. **Payment Terms:**

100% payment will be made against proforma invoice.

7. **Inspection**

Each consignment of HDPE/PP Woven Sacks with liner shall be inspected as per ISI:14968 specifications for HDPE/PP Woven Sacks on its receipt at the sugar mill premises.

8. **Rejection of HDPE/PP Woven Sacks:**

In case the supplied bags are not found in accordance with the latest ISI specification for HDPE/PP Woven sacks with liner on inspection at the time of delivery or after receipt in the sugar mill, the same shall be rejected. The sugar mill will inform the Suppliers about the rejection of the bags found to be defective after inspection on receipt along with the reasons therefore.

The quantity of rejected HDPE/PP Woven Sacks received at the units shall be deemed as having not been supplied against the monthly schedule and in that event the Supplier shall be promptly informed to immediately replace the defective bags with newer ones conforming to prescribed specifications. In case the Suppliers fail to replace the defective bags within 30 days from the date of their rejection, the Federation/mill shall have the absolute right to dispose-off these rejected bags through sale in an open auction at the sole risk and cost of the Suppliers.

However, in case the level of rejection exceeds the level specified in the ISI specification, in each consignment the Federation may impose liquidated damages commensurate to the actual loss suffered by the Federation due to shortage/non supply of quantity bags.

If average weight of hdpe/PP bag is less than 180 gm and more than 172.8 gm, prorata basis deduction on cost will be deducted.

(for eg. if average weight of hdpe/PP bag is 172.8 gm then deduction in Fixed cost as $(180-172.8)/180=0.04$ that will be deducted from Fixed cost.

9. **Penalty:**

- a) The supplier shall adhere to the monthly delivery schedule of the respective sugar mill and in no case be allowed the benefit of rise in the price.
- b) In case the quality of HDPE/PP Woven Sacks is not up to the specification and the same is rejected upon receipt, the value of rejected HDPE/PP Woven Sacks together

with their landing cost shall have to be made good by the supplier in addition to a penalty equal to 5% of the landing cost of the rejected consignment.

- c) In case any shortage of HDPE/PP Woven Sacks for packing of sugar arises due to non-replacement of rejected bags within the stipulated time limit of 30 days or due to delay in supply of HDPE/PP Woven Sacks as per schedule, the unit concerned shall be at liberty to make alternate arrangement of HDPE/PP Woven Sacks. The additional cost, if any, incurred by the unit in making the alternate arrangement shall be recoverable from the Supplier with levy of a penalty to the extent of 5% of the cost of the bags arranged through alternate sources.
- d) In case the unit is forced to use the rejected HDPE/PP Woven Sacks because of shortage of HDPE/PP Woven Sacks for packing of sugar arising due to non-replacement of rejected bags within the stipulated time limit of 30 days, a penalty to the extent of 5% of the landing cost of the used bags shall be recoverable from the Supplier.
- e) In the event of failure on the part of Supplier in making the supplies even when the proof of readiness of the payment has been provided to the Supplier, the Federation shall exercise its right to purchase HDPE/PP Woven Sacks from the open market and in that event the Supplier shall be liable to pay to the Federation actual difference in price/loss, if any.
- f) If after accepting the offer/Rate contract from the Federation the supplier fails to supply HDPE Woven Sacks, the E.M.D. shall be forfeited.

If at the end of the season 2024-25 i.e. date of closure of respective sugar mill the balance quantity of rejected bags not replaced by the Supplier exceeds 1% of the total supply, the earnest money deposited by the Supplier shall be forfeited. If the total rejection including the replaced bags exceeds 3% of the total supply, then the earnest money and security money deposit of the Supplier shall be forfeited and the party may be blacklisted.

- g) If average weight of hdpe bag is less than 180 gm and more than 172.8 gm, prorata basis deduction on cost will be deducted.
(for eg. if average weight of hdpe/PP bag is 180gm then deduction in Fixed cost as $(180-172.8)/180=0.04$ that will be deducted from Fixed cost)

10. **Variation**

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

11. **Arbitration**

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

12. 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.
13. In case of any dispute between the Supplier and buyer the Hon'ble Allahabad High Court of judicature at Lucknow and Courts sub-ordinate there to of the District in which the mill is situated shall alone have jurisdiction to the exclusion of all other courts.
14. In complete tender or those without the prescribed EMD may be rejected.
15. The Purchaser reserves the right to reject any or all tenders without assigning any reason. The Purchaser also reserves the right to amend or altogether change the terms & conditions in the overall interest of the Organization before finalization of the Purchase order/Agreement.
16. The purchase committee reserve the right to allot any quantity for supply to a supplier.
17. 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.
18. The bidder should submit affidavit for in relation to the E-Tender Form Debar and integrity pact (IP) as per attach Performa on Rs.100 Non judicial stamp paper to be uploaded E Tender and hardcopy to be sent through courier/ by post.
19. If required L-1 bidder will be called for necessary negotiation afterwards.
20. 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.
21. After the finalization of rate contract the copy of the said rate contract, will be sent to the concerned supplier & all 23 mills vide e-mail & same will be uploaded on e- tender portal.
22. 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.
23. Name of company should be printed on each bag.

24. A) High Density POLYETHYLENE (HDPE)/POLYPROPYLENE (PP) woven sacks for packaging 50 kilogram Sugar as per IS 14968:2015 is under mandatory BIS certificate.

BIS certification is mandatory for a bidder to participate in bid for supply of High Density POLYETHYLENE (HDPE)/POLYPROPYLENE (PP) Woven Sacks for packaging 50 kilogram in above bid/tender.

GENERAL MANAGER (P)

SECTION III: TECHNICAL E-BID

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

SECTION III(A): e- bid FORM

Date:.....

IFB No UPSUGARFED/HDPE/2024-25/11037

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 High Density POLYETHYLENE (HDPE)/POLYPROPYLENE (PP) woven sacks for 50 Kg sugar bags 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. 15,00,000 (Rupees Fifteen Lacs only) in the form of **RTGS/ NEFT/ NET BANKING only** 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 HDPE/PP bags(50 Kg) in accordance with the delivery schedule specified in the Schedule of Requirements(Section III(B)).

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

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

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

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

Dated this.....day 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.	To be dispatched within 5 days or as per requirement from receipt of order .	Rs 15,00,000/-

SECTION III (C) TECHNICAL SPECIFICATIONS

A. Specifications

Specifications as per Indian standard specification no. IS 14968:2015 and latest as amended up to date, for Food grade High Density POLYETHYLENE (HDPE)/POLYPROPYLENE (PP) woven sacks with liner for packing of 50 Kg. of Sugar.

1. Manufacture

i) Raw Material

The tape shall be manufactured from virgin high density POLYETHYLENE (HDPE)/POLYPROPYLENE (PP) conforming to requirement specified in IS 10146.

ii) Fabric

The fabric used in the manufacture of HDPE/PP Woven sacks shall be woven as a tube on circular loom from HDPE/PP bags having width of 2.5 mm conforming to IS6192 or 11197. The fabric shall be tightly woven having crushed tapes so that the sugar does not ooze out from the sack. The constructional particulars of fabric shall be as given in Table 1 of the IS specification no. IS 14968:2015 and latest as amended to date.

iii) Sack

a) Bottom seam

The stitching of bottom seam shall be done with two rows of chain stitch (see IS 10789/ISO 4915). The two rows of stitched shall be separated from each other by minimum 4 mm and the outer stitch shall be minimum 7 mm from the outer edge of the sacks. The stitching shall be done with double fold over seam to a depth of minimum 25 mm , so that the stitched pass through a minimum of six layers of at the fabric for 50 Kg sack. The number of stitches/dm shall be 14 ± 2 .

The material used to stitching shall be PP tape. The stitching shall be uniform without any loose thread or knot.

b) Mouth

The completely open mouth of the sack shall be hemmed with a fold of minimum 25 mm and tapes shall not fray. The loose liner, if required, shall be inserted inside the sack and shall be hemmed into the mouth with single hem.

c) Liner

If required by the buyer, the unlaminated sacks shall be provided with a loose liner to food grade virgin LDPE/LLDPE conforming to IS 10146. The width of the loose liner shall be 10 percent more than the width of the sack. The thickness of the loose liner, when tested in accordance with A-2 of IS 2508 shall be $70 \mu\text{m} \pm 5$ percent in case of LDPE/LLDPE and shall be $40 \mu\text{m} \pm 10$ percent as per government notification HQ-PUB014/1/2020-PUB-BIS (370) dated 20.06.2022 issued by BIS consumer department New Delhi. The bottom seam of the loose linder shall be at least 25 mm from the bottom edge.

The liner shall be free from pin holes, patches, tears, blisters and any other visible defects.

d) Drop Test : Filled bag drop from 10ft height. Incase shall be intact not matching the specification whole lot shall be rejected.

2. Requirements

i) The sacks shall confirm to the requirement specified in Table 1 of the IS Specification no. IS 14968:2015 and latest as mended upto date.

ii) UV Resistance

The HDPE/PP Woven fabric of sack made out of UV stabilized material shall have at least 50 percent of the original breaking strength when tested after the same has been exposed to UV radiation and weathering as per method given in Annexure C of the IS Specification No. IS 14968:2015.

iii) Mass of bale

Mass of bale of sacks (excluding packing material) shall be within ± 3 per cent of the mass calculated by multiplying the number of sacks with the mass of sack specified in table 1 of the IS specification No. IS 14968:2015.

3. Printing, Packing and Marking

i) Printing on Sacks

The sack shall be printed in black/dark blue colour conforming to IS 9833 with identification mark of sack manufacturer along with the information as required by the buyer using suitable ink by flexography.

ii) Packing

The sacks shall be packed to form a bale using a layer of HDPE/PP Woven fabric and suitably secured. The bale shall contain 500 sacks and multiple thereof.

iii) Average weight per bag of truck loaded 180 gm (excluding packing and binding material) minimum individual bag weight 172.8 gm whole lot will be rejected if any bag found less than 172.8 gm.

if average weight of hdpe/PP bag is less than 180 gm and more than 172.8 gm, prorata basis deduction on cost will be deducted.

(for eg. if average weight of hdpe/PP bag is 172.8 gm then deduction in Fixed cost as $(180-172.8)/180=0.04$ that will be deducted from Fixed cost.

iv) Marking

The bales shall be marked with the following information:

- a) Name of the manufacture
- b) Type and size of sacks
- c) Gross mass
- d) Net mass
- e) Month and year of manufacture, and
- f) fssai License no.
- g) Any other information required by buyer.

iv) BIS Certification Marking

Each bale containing HDPE/PP sacks may also be marked with the Standard Mark

The use of the Standard Mark is governed by the provisions of the Bureau of Indian Standard Act 1986 and Rules and regulations made there under. The details of conditions under which the license for the use of the Standard Mark may be granted to manufacturers or producers maybe obtained from the bureau of Indian Standards.



4. Atmospheric Conditions for Conditioning and Testing

Prior to test the specifications shall be conditioned to moisture equilibrium from dry side in the standard atmosphere of 65 ± 2 per cent relative humidity and 27 ± 2 deg C temperature as laid down in IS 6359.

5. Sampling and Criteria for Conformity As per IS specification of the IS Specification No. IS14968:2015 and latest amended upto date.

- a- The number of defective sacks in case of visual inspection ends, picks, & dimension is upto 10 percent of the sample size subject to rounding off the fraction to next higher integer.
- b- None of the sacks and bale of 300 and 500 sacks weighs less than 3 percent of specified value and calculated mass of bale respectively.
- c- The average breaking strength of fabric in both lengthwise & widthwise directions is not less than the value specified and none of the individual value is more than 10 percent below the specified value. The test shall be carried out on centre portion of the sacks.
- d- 10 percent of the samples subject to rounding off the fraction to next higher integer, can have bottom seam strength up to 323 N(33 Kgf) in case of 50 Kg sack and 294 N(30 Kgf) in case of 25 Kg sack, provided that average specified seam strength of all the samples under test is 363 N(37Kgf) in case of 50 Kg sack and 323 N (33 Kgf) in case of 25 Kg sack.
- e- No sack shall have percentage of elongation outside the specified range.
- f- None of the samples after exposing to UV radiation & weathering shall have breaking strength less than 50 percent of the original breaking strength.
- g- As per Central Marks Department -2 CMD-2/16:14968 Page 280 dated 26.06.2022 Clause 4 " It is submitted that the above change has been effected through this amendment since through earlier amendment no. 3 **the thickness of the liner had been increased** due to which the mass of the sack with liner needs to be accordingly modified and tolerances on mass specified. There is no change required in the existing product manual/SIT on account of this amendment."

Table1: Requirement of High Density POLYETHYLENE (HDPE)/POLYPROPYLENE (PP) woven sacks for 50 Kg sugar bags for Packing Sugar

Sl No.	Characteristic	Requirement	Tolerance
1	Capacity,kg	50	-
2.	Dimensions (see Notes1 and 2): (a) Inside length, mm	900 590	+20

	(b) Inside width, mm		-10
3.	Ends per dm	48	±2
4.	Picks per dm	48	±2
5.	a) Mass of unlaminated sack, g (see Note 3)	125	±6 percent
	b) Mass of sack with liner, g	180	+6 percent -4 percent
6	Average breaking strength of fabric (Ravelled strip method, 325 mm x 70mm ¹) min N ² (Kgf):		
	a) Lengthwise b) Widthwise	900(91.8) 900(91.8)	-
7	Minimum breaking strength of bottom seam (ravelled strip method); Min N ² (kgf),	400(40.8)	-
8	Elongation at break of fabric, (Ravelled strip method), percent:		
	a) Lengthwise b) Widthwise	20 20	±5 ±5
9.	Average breaking strength and elongation at break of UV stabilized HDPE/PP fabric after been exposed to UV radiation and weathering, Min, (kgf)	50% of original value	-
10.	Ash content, Max, percent	2.2	-

Note :

1. The specified dimensions provide for optimum free space of minimum 20 percent of the length when measured along the surface of the fabric from mouth-stitch line of the sacks up to the surface level of contents. Bag manufacturers shall provide suitable printed marking on the sack as a guideline for top folding and stitching.
2. The HDPE/PP woven sacks of specified dimension are suitable for packaging of sugar.
3. The mass of sack is based on fabrics weighing 106g/m² for 50 Kg sacks.
 - 1) width after raveling =50mm, Gauge length =200mm
 - 2) 1 N =0.102Kgf (approximately)
4. The amendment number 4 Clause 8.4 (b), The mass of the individual sack or bale of 500 sacks shall not be less than the lower specified limit. ⁺⁵ percent formass of individual sack with liner shall be applicable. For mass of bale of 500 sacks, a tolerance of ±3 percent shall be applicable. However, higher mass for individual sacks (with or without liner) and its bale of 500 sacks can be accepted.

B. All licences shall implement the amendment by 13 September 2022. Central Marks Department -2, guidelines 90944/2022/CMD-11 Dt 26.06.2022 and 9138/2022/PUB and sale amendment No. 4-May-2022 as per Notification issued by BIS (Consumers Deptt.) Government of India No. CG.D.L.E-23.06.2022 – 236760 Dt. 20.06.2022 Ref HQ-Pub014/1/2020-PUB –BIS(370)-

Originals to be shown at the time of opening of tender.

1. Manufacturing license of HDPE/PP bags issued by Industries department of the State.
2. Production capacity (MT) Month/Annual
3. Acceptance of supply of HDPE/PP bags as per IS 14968:2015
4. Authorisation letter by competent authority.
5. Details of EMD/Tender Fee.
6. Orders for Supply of HDPE/PP bags (50 Kg) satisfactorily in last three year to sugar mill and other industries of Govt/Private sector as per IS 14968:2015 with proof.
7. Details of average three years turnover duly certified by Chartered Accountant.
8. Copy of last submitted Income Tax Return and PAN card (self attested)
9. GST/TIN Certificate.
10. Central Excise Registration Certificate/GST
11. Status of Company along with names of Directors/Partners/Proprietors.

DATED

NAME & SIGNATURE OF
AUTHORISED REPRESENTATIVE
& STAMP OF PARTY(TENDERER)

III(D) Agreement

AGREEMENT(50 Kg)

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

WHEREAS the Federation requires the supply of Food Grade High Density POLYETHYLENE (HDPE)/POLYPROPYLENE (PP) woven sacks for 50 Kg sugar bags ISI marked and well pressed of the mills in sound storing conditions and conforming to ISI specification no.14968:2015 as amended up to date. As per Central Marks Department -2 CMD-2/16:14968 Page 280 dated 26.06.2022 Clause 4 " It is submitted that the above change has been effected through this amendment since through earlier amendment no. 3 **the thickness of the liner had been increased** due to which the mass of the sack with liner needs to be accordingly modified and tolerances on mass specified. There is no change required in the existing product manual/SIT on account of this amendment

SI No.	Characteristic	Requirement	Tolerance
1	Capacity,kg	50	-
2.	Dimensions (see Notes1 and 2): (a) Inside length, mm (b) Inside width, mm	900 590	+20 -10
3.	Ends per dm	48	±2
4.	Picks per dm	48	±2
5.	a) Mass of unlaminated sack, g (see Note 3) b) Mass of sack with liner, g	125 180	±6 percent +6 percent -4 percent
6	Average breaking strength of fabric (Ravelled strip method, 325 mm x 70mm ¹) min N ² (Kgf): a) Lengthwise b) Widthwise	900(91.8) 900(91.8)	-
7	Minimum breaking strength of bottom seam (ravelled strip method); Min N ² (kgf),	400(40.8)	-
8	Elongation at break of fabric, (Ravelled strip method), percent: a) Lengthwise b) Widthwise	20 20	±5 ±5
9.	Average breaking strength and elongation at break of UV	50% of original value	-

	stabilized HDPE/PP fabric after been exposed to UV radiation and weathering, Min, (kgf)		
10.	Ash content, Max, percent	2.2	-

AND WHEREAS the seller has agreed to supply () nos of High Density POLYETHYLENE (HDPE)/POLYPROPYLENE (PP) woven sacks for 50 Kg sugar bags subject to the terms and conditions of this agreement as also in terms of the by laws for trading in Food grade POLYETHYLENE (HDPE)/POLYPROPYLENE (PP) Woven sacks **with LDPE/LLDPE liner.**

NOW IT IS HEREBY AGREED BETWEEN THE PARTIES :

1. The seller undertakes to supply only ISI marked food grade HDPE/PP bags conforming to ISI identification no 14968:2015 as amended up to date.
2. The price of Rs.....(Rs.....) per bag all supplies of HDPE/PP Bags strictly conforming to above specification shall be payable to the seller in terms of value per no. loading charges, transit insurance ,transportation charges, GST and other miscellaneous expenses. The Seller will ensure that HDPE/PP bags supplied are fully insured upto the destination i.e. mill society. The seller is required to submit relevant papers to avail Input Credit benefit.
3.
 - a) Before executing this agreement, the seller has to deposit with the Federation a security deposit equivalent to the amount of 5% of the total value after adjusting the EMD of the number of bags by the **RTGS/ NEFT/ NET BANKING only** drawn on any Nationalised Bank payable to U.P. Cooperative Sugar Factories Federation Ltd., Lucknow at Lucknow. No interest shall be paid on the security deposit. The refund of the security supply of ordered quality and quantity of HDPE/PP and on full and final adjustment of claims /dues/penalties of our mill societies recoverable from the suppliers as per terms mentioned in this agreement.
 - b) Before issuing the rate contract, bidder have submitted the **bank guarantee 5%** of the total order value (of number of food grade high density polyethylene (HDPE) / Polypropylene (PP) woven sack with liner for packing of 50 kg of sugar for season 2024-25 in favour of U.P. Cooperative Sugar Factories Federation Ltd. Lucknow valid upto 31.03.2025).
4. It is further agreed that upon receipt of monthly delivery schedule from the federation, the seller shall gear up the production activity in such a way so as to keep in readiness the sufficient number of bags and to ensure delivery as per schedule.

PENALTY

5.a) The supplied HDPE/PP bags may be inspected by Factory/Federation. In case the supplied bags are found defective in respect of size, stitching, weight, joint bags or breaking strength, the same shall be rejected by the mill society. The mill society will inform the manufacturer/supplier about the rejection of the bags and reasons thereof. In case of rejection of the HDPE/PP bags, the manufacturer/supplier is liable for the following :

b) In case the quality of HDPE/PP Woven Sacks is not found as per the specification and the same is rejected upon receipt, the value of rejected HDPE/PP bags Woven Sacks together with their landing cost shall have to be paid by the supplier along with penalty equal to 5% of the landing cost of the rejected consignment.

c) In case any shortage of HDPE/PP Woven Sacks for packing of sugar arises due to non-replacement of rejected bags within the stipulated time limit of 30 days or due to delay in supply of HDPE/PP Woven Sacks as per schedule, the unit concerned shall be at liberty to make alternate arrangement of HDPE/PP Woven Sacks. The additional cost, if any, incurred by the unit in making the alternate arrangement shall be recoverable from the Supplier with levy of a penalty to the extent of 5% of the cost of the bags arranged through alternate sources.

d) In case the unit is forced to use the rejected HDPE/PP Woven Sacks because of shortage of HDPE/PP Woven Sacks for packing of sugar arising due to non-replacement of rejected bags within the stipulated time limit of 30 days, a penalty to the extent of 5% of the landing cost of the used bags shall be recoverable from the Supplier.

e) In the event of failure on the part of Supplier in making the supplies even when the proof of readiness of the payment has been provided to the Supplier, the Federation shall exercise its right to purchase HDPE/PP Woven Sacks from the open market and in that event the Supplier shall be liable to pay to the Federation actual difference in price/loss, if any.

f) If after accepting the offer/Rate contract from the Federation the supplier fails to supply HDPE/PP Woven Sacks, the earnest money deposit shall be forfeited.

g) If at the end of the season **2024-25** i.e. date of closure of respective sugar mill the balance quantity of rejected bags not replaced by the Supplier exceeds 1% of the total supply, the earnest money deposited by the Supplier shall be forfeited. If the total rejection including the replaced bags exceeds 3% of the total supply, then the earnest money and security money deposit of the Supplier shall be forfeited and the party may be blacklisted.

**h) If average weight of hdpe/PP bag is less than 180 gm and more than 172.8 gm, prorata basis deduction on cost will be deducted.
(for eg. if average weight of hdpe/PP bag is 172.8 gm then deduction in Fixed cost as $(180-172.8)/180=0.04$ that will be deducted from Fixed cost.**

6.i) The final rates mentioned in the E- tender shall remain firm for the crushing season 2024-25 .

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

iii) Manufacturer may be required to put an additional coloured stripe of desired coloured as directed by Federation for identification of the manufacturer/company of which Polyethylene(HDPE) /PP Woven sacks is supplied as per applicability.

v) Manufacturer/Supplier is required to deposit ten bags as sample of the company in Federation office at the time of tender opening. The Federation may get the sample inspected by any Agency or reputed Test House for ensuring that of the samples conform to the ISI Specification for Food grade POLYETHYLENE (HDPE)/POLYPROPYLENE (PP) Woven Sacks bag for packing of 50Kg Sugar.

vi) Those manufacturer/bidder whose offer is accepted by Federation shall have to enter into an agreement with the Federation on a non-judicial stamp paper of R s 100/-. The agreement is required to be executed by the proprietor/partner or a senior executive of the manufacturer/bidder whose offer has been accepted.

7. Name of sugar mill, crushing season, grade of sugar etc. will be printed on each HDPE/PP bag as per requirement of the sugar mill.

8. **Earnest money**

Each tenderer/bidder should submit a **RTGS/ NEFT/ NET BANKING only** of a nationalized bank for **Rs.15,00,000/- (Fifteen Lacs only)** in favour of U.P. Cooperative Sugar Factories Federation Ltd, payable at Lucknow representing earnest money. The tenders without earnest money as above shall not be entertained (Central/State Government agencies or organizations are exempted from the requirement of EMD)

9. **Security Money**

a) Successful bidder shall have to deposit the Security money at the rate of 5% of the value after adjusting the EMD of number of Food Grade POLYETHYLENE (HDPE)/POLYPROPYLENE (PP) Woven Sacks with liner for packing of 50 Kg of Sugar for season 2024-25, through **RTGS/ NEFT/ NET BANKING only** payable at Lucknow. No interest shall be paid on the security deposit. The refund of the security deposit shall be subject to timely and satisfactory supply of ordered quantity of Food Grade POLYETHYLENE (HDPE)/POLYPROPYLENE (PP) Woven Sacks bag for packing of 50 kg of sugar and on full and final adjustment of claims/dues of our units recoverable from the suppliers after deducting penalty, if any under these terms. The earnest money of Rs. 10.00 Lacs shall be adjusted towards security deposit of the successful bidder and remaining Rs. 5.00 Lacs will be kept as EMD.

b) Before issuing the rate contract, bidder have submitted the **bank guarantee 5%** of the total order value (of number of food grade high density polyethylene (HDPE) / Polypropylene (PP) woven sack with liner for packing of 50 kg of sugar for season 2024-25 in favour of U.P. Cooperative Sugar Factories Federation Ltd. Lucknow valid upto 31.03.2025).

10. **Delivery:**

Upon receipt of monthly delivery schedule from the respective sugar mills, supplier shall gear up the production activity in such a way as to keep in readiness sufficient quantity of HDPE/PP Woven Sacks with liner bag in ready stock so that in the event of quantity/lot being rejected by the Purchaser or his assigned Agency, delivery is not hampered.

The Bidder shall deliver the HDPE/PP Woven sacks as per schedule of supply provided by the respective sugar mills. The monthly supplies are to be so dispatched that they are completed within the month for which delivery schedule has been provided to the Supplier.

In the event of failure on the part of Supplier in making the supplies even when the proof of readiness of payment has been provided to the Bidder, the Federation/ sugar mills shall exercise its right to purchase the HDPE/PP woven Sacks with liner bag from the open market and in that event the Supplier shall be liable to pay to the Federation mills actual difference in price/loss if any.

11. **Payment Terms:**

100% payment will be made against proforma invoice.

12. **Inspection**

Each consignment of HDPE/PP Woven Sacks with liner shall be inspected as per ISI14968 specifications for HDPE/PP Woven Sacks on its receipt at the sugar mill premises.

The sample and supplied bag to the mill provided by the bidder can be inspected by an outer agency if federation needed anytime during the season.

13. **Rejection of HDPE/PP Woven Sacks:**

In case the supplied bags are not found in accordance with the latest ISI specification for HDPE/PP Woven sacks with liner on inspection at the time of delivery or after receipt in the sugar mill, the same shall be rejected. The sugar mill will inform the Suppliers about the rejection of the bags found to be defective after inspection on receipt along with the reasons therefore.

The quantity of rejected HDPE/PP Woven Sacks received at the units shall be deemed as having not been supplied against the monthly schedule and in that event the Supplier shall be promptly informed to immediately replace the defective bags with newer ones conforming to prescribed specifications. In case the Suppliers fail to replace the defective bags within 30 days from the date of their rejection, the Federation/mill shall have the absolute right to dispose-off these rejected bags through sale in an open auction at the sole risk and cost of the Suppliers.

However, in case the level of rejection exceeds the level specified in the ISI specification, in each consignment the Federation may impose liquidated damages

commensurate to the actual loss suffered by the Federation due to shortage/non supply of quantity bags.

- 14. Variation
The Rate contract/Order do not provide any right to supply for a particular quantity and the Purchaser may vary the quantity as per assessment of requirement as also change the delivery schedule in exigency without giving any notice to the Supplier.
- 15. Negotiation & Execution of Agreement.
The proprietor/partner of the Supplier shall either be present personally or depute their Senior Executive capable of taking spot decision for participation in the commercial discussion (date of discussion to be informed at the time of tender opening) and subsequently (in the vent of award of Rate contract) for executing the agreement along with power of attorney on non judicial stamp paper of requisite value..
- 16. In complete tender or those without the prescribed EMD may be rejected.
- 17. Quantity of HDPE/PP bags may vary ± 15 percent as per requirement of sugar factories.
- 18. The Purchaser reserves the right to reject any or all tenders without assigning any reason. The Purchaser also reserves the right to amend or altogether change the terms & conditions in the overall interest of the Organisation before finalisation of the Purchase order/Agreement.
- 19. The purchase committee reserve the right of allotment of quantity of HDPE/PP bags.
- 20. The federation and/or cooperative sugar factory reserves the right to amend, divert, postpone, reduce or cancel any order under force majeure condition without any notice and without liability for damages /claims on this account.**

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

22. In Witness where of **Sri Vinod Kumar** General Manager(Purchase) U.P. Cooperative Sugar Factories Federation Ltd, 9-A, Rana Pratap Marg, Lucknow on behalf of the purchaser/buyers & Sri on behalf of the manufacturer/bidder have signed this agreement on date & year first above written.

On Behalf of Purchaser Witness 1..... (Name of Authorised person,designation Signed,sealed and delivered by the said)	On behalf of seller 1 (Name of Authorised person,designation Signed,sealed and delivered by the said)
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2.....

.....

.....

2.in the presence of

1.....

.....

1.....

SECTION III(E) : PERFORMANCE STATEMENT

High Density POLYETHYLENE (HDPE)/POLYPROPYLENE (PP) /Polypropylene (PP) woven sacks for 50 Kg sugar bags supplied satisfactorily in previous three year to sugar mills RFC or any public sector undertaking

Name of Company/Firm

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

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

SECTION III (F) : CAPABILITY STATEMENT (CS)

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

(b) Name of Authorized Official

(c) Phone:

(d) Fax:

(e) E-mail:

(f) Principal place of business

(g) Website of Bidder's Firm

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

SN	Particulars	High Density POLYETHYLENE (HDPE)/POLYPROPYLENE (PP) woven sacks for 50 Kg sugar bags
1	Manufacturing License for High Density POLYETHYLENE (HDPE)/POLYPROPYLENE (PP) woven sacks for 50 Kg sugar bags issued by Industries department of State.	
2	Production capacity (MT) Month/Annual	
3	Acceptance of supply of High Density POLYETHYLENE (HDPE)/POLYPROPYLENE (PP) woven sacks for 50 Kg sugar bags as per IS Specification – IS 14968:2015 as amended upto date date	
4	Detail of E.M.D	
5	Detail of Tender Fee	
6	Orders for supply of High Density POLYETHYLENE (HDPE)/POLYPROPYLENE (PP) woven sacks for 50 Kg sugar bags satisfactorily in last three year to sugar mills or any other industries of Govt/Private sector as per IS 14968:2015 with proof.	
7	Details of average three years turnover duly certified by Chartered Accountant (2021-22, 2022-23 and 2023-24) (Minimum turnover should be 12 crores average basis) mentions membership and UDIN Number.	
8	Copy of last submitted Income Tax Return and PAN card (self attested)	
9	Details of GST	
10	GSTN Registration Certificate	
11	Status of the company along with names of Directors/Partners/Proprietor along with documents	

12	The bidder shall submit 20 nos (10 white and 10 coloured) sample of High Density POLYETHYLENE (HDPE)/POLYPROPYLENE (PP)/Polypropylene(PP) woven sacks for 50Kg sugar bags manufactured by bidder (50Kgs) to be produced along with technical bid duly stamped and signed by the bidder with name of the company printed on each bag.	
13	Affidavit For Test Certificate issued by CIPET	
14	Affidavit in relation to the E-tender for debar and integrity (IP) as per attach performa on Rs.100 non judicial Stamp Paper	
15	Detail of Cost Production 1. Cost of raw material as on tender date. 2. Fixed Cost 3. Other Expenses 4. Profit Margin 5. Total Cost per bag	
16	BIS CERTIFICATE IS 14968:2015 LICENCE NUMBER VALIDITY	
17	Detail of ISO (Food Safety Management System)	
18	Detail of HACCP certificate.	
19	Firm's bank details to arrange EMD refund, if required. RTGS details 1. Name of the bank 2. Account number 3. IFSC Code	

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

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

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

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

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

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

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

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

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

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

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

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

- (a) Cancellation of Contract/Rate Contracts (RCs)
- (b) Cancellation of Registration

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

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

Deponent

Verification

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

Signed and verified on

Deponent

I identify the deponent who has signed before me.
Advocate

SECTION IV: FINANCIAL e-Bid

IV (A) e -Bid FORM

IV (B) PRICE SCHEDULE/BOQ

SECTION IV(A) : e bid FORM

Date

IFB No. **UPSUGARFED/HDPE/2024-25/11037**

To: Name and address of Purchaser)

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 the contract (section II) of the e-Bid Document and will supply of High Density POLYETHYLENE (HDPE)/POLYPROPYLENE (PP) woven sacks for 50 Kg sugar bags from manufacturers as per the Technical specifications(Section III © 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 only** 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

Validates Price Help **Item Wise BoQ**

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

Name of Work: **COMPETITIVE e-bidding FOR SUPPLY OF HIGH DENSITY POLYETHYLENE (HDPE)/POLYPROPYLENE (PP) WOVEN SACKS WITH LINER SACKS FOR PACKING 50 Kg. SUGAR as per IS 14968:2015 FOR BIS UPTO AMENDED AS ON 20.06.2022 FOR VARIOUS COOP SUGAR FACTORIES IN UTTAR PRADESH FOR THE SEASON 2024-25**

Contract No: **UPSUGARFEDHDPE/2024-25/11037**

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 #	TEXT #
Sl. No.	Particulars	Units	Basic Price Per Bag including transportation (F.O.R. Destination), packing & forwarding, transit insurance, loading and any other charge (EXCLUSIVE GST) (in Rs.) [A]	GST in Rs. [B]	Cost of Per Bag including transportation (F.O.R. Destination), packing & forwarding, transit insurance, loading and any other charge (INCLUSIVE GST) (in Rs.) [A+B]	TOTAL AMOUNT in Words
1	2	3	13	20	24	55
1	HIGH DENSITY POLYETHYLENE (HDPE) WOVEN WITH LINER SACKS FOR PACKING 50 kg. SUGAR as per IS 14968:2015 AS AMENDED AS ON 20.06.2022 [WHITE]					
1.01	Bagpat (Bagpat)	Per Bag			0.00	INR Zero Only
1.02	Ramala (Bagpat)	Per Bag			0.00	INR Zero Only
1.03	Nanauta (Saharanpur)	Per Bag			0.00	INR Zero Only
1.04	Sarasawa (Saharanpur)	Per Bag			0.00	INR Zero Only
1.05	Sampurnanagar (Lakhimpur Kheri)	Per Bag			0.00	INR Zero Only
1.06	Bairaya (Lakhimpur Kheri)	Per Bag			0.00	INR Zero Only
1.07	Baalpur (Pilibhit)	Per Bag			0.00	INR Zero Only
1.08	Pooranpur (Pilibhit)	Per Bag			0.00	INR Zero Only
1.09	Anoopshahar (Bulandshahar)	Per Bag			0.00	INR Zero Only
1.10	Morna (Muzaffarnagar)	Per Bag			0.00	INR Zero Only
1.11	Gajraula (J P Nagar)	Per Bag			0.00	INR Zero Only
1.12	Kaimganj (Farrukhabad)	Per Bag			0.00	INR Zero Only
1.13	Snehroad (Bijnor)	Per Bag			0.00	INR Zero Only
1.14	Tihar (Shahjahanpur)	Per Bag			0.00	INR Zero Only
1.15	Satha (Aligarh)	Per Bag			0.00	INR Zero Only
1.16	Blaapur (Rampur)	Per Bag			0.00	INR Zero Only
1.17	Badyun (Badyun)	Per Bag			0.00	INR Zero Only
1.18	Semkhera (Bareilly)	Per Bag			0.00	INR Zero Only
1.19	Sultanpur (Sultanpur)	Per Bag			0.00	INR Zero Only
1.20	Mahmudabad (Sitapur)	Per Bag			0.00	INR Zero Only
1.21	Powayan (Shahjahanpur)	Per Bag			0.00	INR Zero Only
1.22	Ghosi (Meu)	Per Bag			0.00	INR Zero Only
1.23	Nanpara (Bahraich)	Per Bag			0.00	INR Zero Only
1.24	Sathison (Azamgarh)	Per Bag			0.00	INR Zero Only
2	HIGH DENSITY POLYETHYLENE (HDPE) WOVEN WITH LINER SACKS FOR PACKING 50 kg. SUGAR as per IS 14968:2015 AS AMENDED AS ON 20.06.2022 [COLOURED]					
2.01	Bagpat (Bagpat)	Per Bag			0.00	INR Zero Only
2.02	Ramala (Bagpat)	Per Bag			0.00	INR Zero Only
2.03	Nanauta (Saharanpur)	Per Bag			0.00	INR Zero Only
2.04	Sarasawa (Saharanpur)	Per Bag			0.00	INR Zero Only
2.05	Sampurnanagar (Lakhimpur Kheri)	Per Bag			0.00	INR Zero Only
2.06	Bairaya (Lakhimpur Kheri)	Per Bag			0.00	INR Zero Only
2.07	Baalpur (Pilibhit)	Per Bag			0.00	INR Zero Only
2.08	Pooranpur (Pilibhit)	Per Bag			0.00	INR Zero Only
2.09	Anoopshahar (Bulandshahar)	Per Bag			0.00	INR Zero Only
2.1	Morna (Muzaffarnagar)	Per Bag			0.00	INR Zero Only
2.11	Gajraula (J P Nagar)	Per Bag			0.00	INR Zero Only
2.12	Kaimganj (Farrukhabad)	Per Bag			0.00	INR Zero Only
2.13	Snehroad (Bijnor)	Per Bag			0.00	INR Zero Only
2.14	Tihar (Shahjahanpur)	Per Bag			0.00	INR Zero Only
2.15	Satha (Aligarh)	Per Bag			0.00	INR Zero Only
2.16	Blaapur (Rampur)	Per Bag			0.00	INR Zero Only
2.17	Badyun (Badyun)	Per Bag			0.00	INR Zero Only
2.18	Semkhera (Bareilly)	Per Bag			0.00	INR Zero Only
2.19	Sultanpur (Sultanpur)	Per Bag			0.00	INR Zero Only
2.2	Mahmudabad (Sitapur)	Per Bag			0.00	INR Zero Only
2.21	Powayan (Shahjahanpur)	Per Bag			0.00	INR Zero Only
2.22	Ghosi (Meu)	Per Bag			0.00	INR Zero Only
2.23	Nanpara (Bahraich)	Per Bag			0.00	INR Zero Only
2.24	Sathison (Azamgarh)	Per Bag			0.00	INR Zero Only
Total in Figures					0.00	INR Zero Only
Quoted Rate in Words						