

**UTTAR PRADESH STATE SUGAR CORPORATION LIMITED
VIPIN KHAND, GOMTINAGAR, LUCKNOW**

Ph. no. 0522-2307826, 28

E mail: upssc.gmpur@gmail.com
upssc.gmpur@gmail.com
Website: www.upsugcorp.com

COMPETITIVE e-Bidding
FOR

**SUPPLY OF INDIAN FOOD GRADE PHOSPHORIC ACID FOR VARIOUS SUGAR
FACTORIES OF SUGAR CORPORATION IN UTTAR PRADESH FOR THE
SEASON 2024-25**

e-bid REFERENCE : PUR/SSC/TENDER/2024-25/417/P-11PH

LAST DATE AND TIME FOR SUBMISSION OF E-Bids : **18/07/2024 up to 6:55 PM**

DATE AND TIME OF OPENING OF ON LINE TECHNICAL e-Bids : **19/07/2024 at 11:15 A.M.**

PLACE OF OPENING OF e-Bids : U.P. State Sugar Corporation Ltd.,
Vipin Khand, Gomatinagar,
Lucknow-226010

ADDRESS FOR COMMUNICATION : Managing Director
U.P. State Sugar Corporation Ltd.,
Vipin Khand, Gomatinagar,
Lucknow-226010

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

This Document Contains – 39 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 +18% GST: **Rs 2360.00**

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उत्तर प्रदेश राज्य चीनी निगम लिमिटेड

(उ०प्र० सरकार का एक उपक्रम)

पंजीकृत कार्यालय:- विपिन खण्ड, गोमती नगर, लखनऊ-226010।

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Toll free: 1800-212-3203

Twitter: <https://twitter.com/website>

Youtube: <https://bit.ly/2kmgpsl>

facebook: www.facebook.com/upcane

website: www.up.cane.gov.in

GST No. 09AAACU3394C2ZC

Ref.No. PUR/SSC/Tender/2024-25/417/P-11PH

Dated 21.06.2024

e- Tender Notice

Online e-tenders are invited from Original manufacturers (as per details given in tender documents) for supply of Boiler Chemicals, HDPE/PP Bags 50 Kg, BIS certificate holder on Fixed based supply (as per details given in tender documents), Lime (Variable rates of Pet coke basis) and also from original manufacturers/Authorized Dealers for supply of Type A Jute bags 50 Kg with HM HDPE Virgin Food Grade Liner, Food Grade Phosphoric Acid, Caustic Soda Flakes and Process Chemicals to various Sugar Factories of U. P. State Sugar Corporation Ltd.. The e-tender documents with detailed specifications, make, terms and conditions etc., can be downloaded from e- tender portal <http://etender.up.nic.in> & Sugar Corporation's website: www.upsugcorp.in from 24.06.2024.

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

MANAGING DIRECTOR

INVITATION FOR e-Bid

Online e-bids are invited for supply of Food Grade/ Technical Grade Phosphoric acid for the season 2024-25 from Manufacturer/Authorized dealers/Importer having supplied Food Grade/Technical Grade Phosphoric acid to Sugar Corporation, Cooperative Sugar Factories located in Uttar Pradesh and other Private Sugar Factories.

1. Bidders are advised to study the tender Document carefully. Submission of e-Bid against this tender shall be deemed to have been done after careful study and examination of the procedures, terms and conditions of the tender Document with full understanding of its implications.
2. The e-Bid prepared in accordance with the procedures enumerated in ITB Clause 15 of Section-I should be submitted through e-Procurement website [http:// etender. up. nic.in](http://etender.up.nic.in).
3. The tender document is available at e-Procurement website <http://etender.up.nic.in> or Corporation's website www.upsugcorp.in from 24/06/2024 Interested bidders may view, download the e-Bid document, seek clarification and submit their e-Bid online up to the date and time mentioned in the table below:

(a)	Date of publication of e-tender notice & availability of Tender Document	Tender Notice has been published over e-Procurement website http://etender.up.nic.in and Corporation's website www.upsugcorp.in and tender Document will be available from 24/06/2024 at 6:55 PM at e-Procurement web site http://etender.up.nic.in and Corporation's website www.upsugcorp.in
(b)	Availability of tender document on website	24/06/2024 from 6:55 PM at e-Procurement web site http://etender.up.nic.in And Corporation's website www.upsugcorp.in
(c)	Clarification start date & time	24/06/2024 from 06:55 PM
(d)	Clarification end date & time	18/07/2024 up to 2:00 PM
(e)	e-Bid submission start date & time (Submission of e-tender fee, EMD and other supporting documents in PDF/XLS format)	24/06/2024 from 6:55 PM
(f)	e-Bid submission end date & Time	18/07/2024 up to 6.55 PM
(g)	Online technical e-Bid opening date & time	19/07/2024 at 11:15 AM
(h)	Online financial e-Bid opening date & time (Only of technically qualified bidders)	20/07/2024 at 3:00 PM

(i)	Venue of opening of technical & financial e-Bids	U.P. State Sugar Corporation Ltd. Vipin Khand, Gomtinagar, Lucknow-226010
(j)	Contact officer	Name: Mr. SK Mehra, GM, Mob:- 6389025502
(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 1,00,000/- (Rs. One Lac only) Earnest Money & Tender Fee Deposited in favour of U.P. State Sugar Corporation Ltd., Through RTGS/ NEFT/ NET BANKING. The Details are as under- Name of beneficiary:- U.P. State Sugar Corporation Ltd., Bank Account No. 521301011031002 IFSC Code No.- UBIN0558664 Name of Bank Branch:- Union Bank of India, Sugar Corporation branch, Gomati Nagar, Lucknow

4. The bidders need to submit the proof/cost of e-Bid document/processing as stated in the above table through RTGS / NEFT/ NET BANKING in favour of U.P. State Sugar Corporation Ltd (herein after referred as UPSUGCORP/Purchaser) payable at Lucknow. The scanned copy of Receipt of RTGS / NEFT/ NET BANKING must be enclosed along with the e-Bids.
5. All e-Bid must be accompanied by e-Bid Security/Earnest Money Deposit (EMD) in the form of RTGS / NEFT/ NET BANKING drawn in favour of U.P. State Sugar Corporation Ltd., Lucknow. The scanned copy of the e-Bid Security/EMD must be submitted along with the e-Bid and the original should reach the Corporation's office at Lucknow before opening of technical e-Bids. No Interest would be payable on e-Bid Security (Earnest Money) deposited with the Corporation.
6. The e-Bids will be electronically opened in the presence of bidder's representatives, who choose to attend at the venue, date and time mentioned in the above table. An authority letter **of bidder's representative will be required to be produced.**
7. The Sugar Corporation reserves the right to cancel any or all the e-Bids/annul the e-Bid process without assigning any reason thereof. The decision of Corporation will be final and binding.

8. In the event of date specified for e-Bids opening being declared a holiday for Corporation's office then the due date for opening of e-Bids shall be the following working day at the appointed time and place.
9. All the required documents including Price Schedule/BOQ should be uploaded by the e- Bidder electronically in the PDF/XLS format. The required electronic documents for each document label of Technical (Fee details, Qualification details, e-Bid Form and Technical Specification details) schedules/packets can be clubbed together to make single different files for each label.
10. The companies/firms who are registered at e-Procurement portal for e-tendering with UP Electronics Corporation Ltd, 10 Ashok Marg, Lucknow-226010 (herein after referred as UPLC, 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 for e-tendering till date can get their registration done by depositing a filled in form issued by UPLC along with registration fee of 6000.00 (Rupees Six thousand only) for participating in this e-tender and other e-tenders of U.P. Govt. departments. The companies/firms, who are not having digital signature, can also get their digital signature on deposit of processing fees of 1500.00 (Rupees One thousand five hundred only). The companies/firms may contact the officials on phone numbers (0522) 4130303 (Extn: 305/307), 09721451211 for their Registration/Digital Signature Certificate related queries.

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

- a. Sri Brajesh Mishra, U.P. State Sugar Corporation Ltd. -6389025517
- b. Sri S. K. Mehra, U.P. State Sugar Corporation Ltd. -6389025502

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. State Sugar Corporation 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.upsugcorp.in 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) through RTGS / NEFT/ NET BANKING payable in favour of U.P. State Sugar Corporation Ltd., Lucknow. The scanned copy of the Receipt of RTGS / NEFT/ NET BANKING must be enclosed along with the e-Bid but the original should reach the Purchaser’s office before opening of the technical e-Bid. The e-tender document fee of Rs.2360.00 will be non-refundable.

2- Contents of e-Bid Document

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

- (a) Invitation for e-Bid
- (b) Section I : Instruction to bidders (ITB);
- (c) Section II : Conditions of E-tender/ Contract (CC),
- (d) Section III : Technical e-Bid;
- (e) Section IV : Financial e-Bid;

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

3- Clarification of e-Bid Document

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

The clarification will be replied back by the Purchaser through the e-Procurement website which can be read by the bidder through the "Clarification" option under Bid Submission menu. The Purchaser may also respond to clarifications raised by the prospective bidders on Purchaser's e-mail address upssc.gmpur@gmail.com, upstatesugarcorporation@gmail.com

4 Amendment of e-Bid Document

- 4.1 At any time prior to the deadline for submission of e-Bid, the Purchaser may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the e-Bid document by amendments. Such amendments shall be uploaded on the e-Procurement website <http://etender.up.nic.in> and Purchaser's web site www.upsugcorp.in 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.upsugcorp.in 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.upsugcorp.in.

(B) PREPARATION OF e-Bid

5 Language of e-Bid

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

6 Documents Constituting the e-Bid

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

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

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

- (ii) **Qualification Details** – includes copies of required documents as per ITB Clauses 10 and 11 in PDF format justifying that the bidder is qualified to perform the contract if his/her bid is accepted and that the bidder has financial, technical and production capability necessary to perform the contract and meets the criteria outlined in the Qualification Requirement and Technical Specification and fulfill all the conditions of the Contract and that the goods and ancillary services to be supplied by the bidder conform to the e-Bid document and Technical Specifications.
- (iii) **e-Bid Form** – includes copy of filled in e-Bid Form as per Section-III(A) of e-tender document in PDF format justifying that the bidder is complying with all the conditions of the Contract and Technical Specifications of the e-Bid Document as no deviation will be acceptable to the Purchaser.
- (iv) **Technical Specification Details** – includes copy of filled in Technical Specifications as per Section-III(C) of e-tender document in PDF format. (b) **Financial e-Bid** – Financial e-Bid will comprise of :
 - (i) **e-Bid Form** – includes copy of filled in e-Bid Form as per Section-IV (A) of e-tender document in PDF format.
 - (ii) **Price Schedule/BOQ** – includes Price Schedule/BOQ in XLS format to be filled in after downloading from the e-Procurement website for this e- tender.

7-e-Bid Form

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

8 e-Bid Price

- 8.1 The bidder shall quote separately in the downloaded spread sheet file for Price Schedule/BOQ unit price (including all taxes and duties if any) of each item in the specified places for all the goods mentioned in Section IV B of Price Schedule/BOQ.
- 8.2 The price of goods (F.O.R. Destination) basis.
 - (a) Rate of **Food Grade Phosphoric acid** is inclusive of packing & forwarding, transportation charges, loading charges, transit insurance and other relevant miscellaneous expenses and exclusive GST (against INPUT TAX CREDIT benefit).
- 8.3 Prices quoted by the bidder shall remain firm/Fixed throughout the season be fixed during the bidder will be able to change conditions subject to ITB Clause 25.1. An e-Bid submitted with an adjustable price quotation unless asked for shall be treated as non-responsive and rejected.

9 e-Bid Currencies

Prices shall be quoted in Indian Rupees only.

10 Documents Establishing bidder's Qualification

- 10.1 Pursuant to ITB Clause 6, the bidder shall furnish, as part of its Technical e-Bid, documents establishing the bidder's qualification to perform the Contract if its e-Bid is accepted. The documentary evidence should be submitted by the bidder electronically in the PDF format.
- 10.2 The documentary evidence of bidder's qualification to perform the Contract if its e-Bid is accepted shall be as per Qualification Requirements specified in Section III (D) of e-tender document.

11 Documents Establishing Goods' Conformity to e-Bid Documents

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

12 e-Bid Earnest Money Deposit (EMD)

- 12.1 Pursuant to ITB Clause 6, the bidder shall furnish, as part of its e-Bid, an e-Bid EMD of **Rs.1,00,000/- (One Lac only)** in form of RTGS / NEFT/ NET BANKING in favour of U.P. State Sugar Corporation Ltd., Lucknow. **The UTR number of the transaction regarding the RTGS/ NEFT/ NET BANKING must be submitted with the e-bid.** No interest will be paid on EMD.
- 12.2 The e-Bid security is required to protect the Purchaser against the risk of bidder's conduct which would warrant the security's forfeiture, pursuant to ITB Clause 12.7.
- 12.3 The e-Bid EMD and security shall be in Indian Rupees and shall be in the following forms only:

Through RTGS / NEFT/ NET BANKING payable in favour of U.P. State Sugar Corporation Ltd., payable at Lucknow. Bidder may submit the bid EMD of the above amount in the form of RTGS / NEFT/ NET BANKING payable in favour of U.P. State Sugar Corporation Ltd., Lucknow.
- 12.4 Any e-Bid not secured in accordance with ITB Clauses 12.1 and 12.3 above shall be treated as non-responsive and rejected by the Purchaser.

12.5 Unsuccessful bidder's e-Bid EMD will be returned upon the written request through RTGS / NEFT/ NET BANKING as promptly as possible after the expiration of the period of e-Bid validity prescribed by the Purchaser, pursuant to ITB Clause 13.

12.6 No interest shall be paid on security money.

12.7 The e-Bid security may be forfeited:

- (a) if a bidder (i) withdraws its e-Bid during the period of e-Bid validity specified by the bidder on the e-Bid Form; or (ii) does not accept the correction of errors pursuant to ITB Clause 22.2; or (iii) modifies its e-Bid price during the period of e-Bid validity specified by the bidder on the e-Bid form or
- (b) in case of a successful bidder, if the bidder fails:
 - (i) to sign the Contract with the Purchaser in accordance with ITB Clause 28;
or
 - (ii) to furnish performance security
 - (iii) to deliver goods/service as per rate contract as per delivery schedule

13 Period of Validity of e-Bid

13.1 e-Bid shall remain valid up to **90 days** and the Rate contract for the period up to which the **crushing of season 2024-25** continues of the factories of Corporation or **30/06/2025** whichever is later after the date of e-Bid opening prescribed by the Purchaser, pursuant to ITB Clause 16. An e-Bid valid for a shorter period shall be rejected by the Purchaser as non-responsive. The validity period of Rate Contract may be changed/reduced by the purchaser at the time of issue of RC.

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

14 Format and Signing of e-Bid

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

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

15. Submission of e-Bid

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

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

- 15.1 For participating in e-Bid through the e-tendering system, it is necessary for the bidders to be the registered users of the e-Procurement website <http://etender.up.nic.in>. The bidders must obtain a User Login Id and Password by registering themselves with U.P. Electronics Corporation Limited, Lucknow if they have not done so previously for registration. Refer to details given in Invitation for e-Bid Clause 11.
- 15.2 In addition to the normal registration, the bidder has to register with his/her **Digital Signature Certificate (DSC)** in the e-tendering system and subsequently he/she will be allowed to carry out his/her e-Bid submission activities. Registering the Digital Signature Certificate (DSC) is a one time activity. Before proceeding to register his/her DSC, the bidder should first log on to the e-tendering system using the User Login option on the home page with the Login Id and Password with which he/ she has registered as per clause 15.1 above.

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

- 15.3 The bidder can search for active tenders through "Search Active tenders" link, select a tender in which he/she is interested in and then move it to 'My Tenders' folder using the options available in the e-Bid Submission menu. After selecting and viewing the tender, for which the bidder intends to e-Bid, from "My Tenders" folder, the bidder can place his/her e-Bid by clicking "Pay Offline" option available at the end of the view tender details form. Before this, the bidder should download the e-tender document and Price Schedule/Bill of Quantity (BOQ) and study them carefully. The bidder should keep all the documents ready as per the requirements of e-tender document in the PDF format except the Price Schedule/Bill of Quantity (BOQ) which should be in the XLS format (Excel sheet).
- 15.4 After clicking the 'Pay Offline' option, the bidder will be redirected to the Terms and Conditions page. The bidder should read the Terms & Conditions before proceeding to fill in the Tender Fee and EMD offline payment details. After entering and saving the Tender Fee and EMD details, the bidder should click "Encrypt & Upload" option given in the offline payment details form so that "Bid Document Preparation and Submission" window appears to upload the documents as per Technical (Fee details, Qualification details, e-Bid Form and Technical Specification details) and financial (e-Bid Form and Price Schedule/BOQ) schedules/packets given in the tender details. The details of RTGS / NEFT/ NET BANKING or any other accepted instrument which is to be physically sent in original before opening of technical e-Bid, should tally with the details available in the scanned copy and the data entered during e-Bid submission time otherwise the e-Bid submitted will not be accepted.
- 15.5 Next the bidder should upload the Technical e-Bid documents for Fee details (e-tender fee and EMD), Qualification details as per "ITB Clause 10 or 21", e-Bid Form as per "Section-III(A)" and Technical Specification details as per "Section- III(C):Technical Specifications" and Financial e-Bid documents as per "Section- IV(A):e-Bid Form" and "Section-IV(B):Price Schedule/BOQ" of e-tender document. Before uploading, the bidder has to select the relevant Digital Signature Certificate. He may be prompted to enter the Digital Signature Certificate password, if necessary. For uploading, the bidder should click "Browse" button against each document label in Technical and Financial schedules/packets and then upload the relevant PDF/XLS files already prepared and stored in the bidder's computer. The required documents for each document label of Technical (Fee details, Qualification details, e-Bid Form and Technical Specification details) and financial (e-Bid Form and Price Schedule/BOQ) schedules/packets can be clubbed together to make single different files for each label.
- 15.6 The bidder should click "Encrypt" next for successfully encrypting and uploading of required documents. During the above process, the e-Bid documents are digitally signed using the DSC of the bidder and then the documents are encrypted/locked electronically with the DSC's of the bid openers to ensure that the e-Bid documents are protected, stored and opened by concerned bid openers only.

15.7 After successful submission of e-Bid document, a page giving the summary of e-Bid submission will be displayed confirming end of e-Bid submission process. The bidder can take a printout of the bid summary using the "Print" option available in the window as an acknowledgement for future reference.

15.8 Purchaser reserves the right to cancel any or all e-Bids without assigning any reason.

16- Deadline for Submission of e-Bid

16.1 e-Bid (Technical and Financial) must be submitted by the bidders at e-Procurement website <http://etender.up.nic.in> not later than the time **06:55 PM on 18.07.2024** (as the server time displayed in the e-Procurement website).

16.2 The Purchaser may, at its discretion, extend this deadline for submission of e-Bid by amending the e-Bid document in accordance with ITB Clause 4, in which case all rights and obligations of the Purchaser and bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

17 Late e-Bid

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

18 Withdrawal and Resubmission of e-Bid

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

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

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

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

- 19.A.1 The Purchaser will open all technical e-Bids, in the presence of bidders' representatives who choose to attend at **11:15 AM on 19/07/2024** at U.P. State Sugar Corporation Ltd., Vipin Khand, Gontinagar, Lucknow. The bidder's representatives who are present shall sign a register evidencing their attendance. In the event of the specified date of e-Bid opening being declared a holiday for the Purchaser, the e-Bids shall be opened at the appointed time and place on the next working day.
- 19.A.2 The bidder's names and the presence or absence of requisite e-Bid security and such other details as the Purchaser at its discretion may consider appropriate, will be announced at the opening. The name of such bidders not meeting the Technical Specifications and qualification requirement shall be notified subsequently.

- 19.A.3 The Purchaser will prepare minutes of the e-Bid opening.
- 19 A-4 Managing Director reserves the right to postpone the date and time of opening of Technical & Financial E-Bid in unavoidable circumstances and all the bidders will be informed.

19(B) Opening of Financial e-Bid

- 19.B.1 After evaluation of technical e-Bid, the Purchaser shall notify those bidders whose technical e-Bids were considered non-responsive to the Conditions of the Contract and not meeting the technical specifications and Qualification Requirements indicating that their financial e-Bids will not be opened. The Purchaser will simultaneously notify the bidders, whose technical e-Bids were considered acceptable to the Purchaser. The notification may be sent by letter, fax or by e-mail. The financial e-bid shall be opened **on 20.07.2024 at 3.00 PM.**
- 19.B.2 The financial e-Bids of technically qualified bidders shall be opened in the presence of bidders who choose to attend. The name of bidders, Unit Price quoted for various items etc. will be announced after opening of financial bid.
- 19.B.3 The Purchaser will prepare the minutes of the e-Bid opening.

20 Clarification of e-Bid

- 20.1 During evaluation of technical e-Bid, the Purchaser may, at its discretion, ask the bidder for a clarification and to submit required documents through E mail if tenderer by mistake not provided the same with his/her e-Bid. The request for clarification and the response shall be in writing.

21 Evaluation of technical e-Bid and Evaluation Criteria

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

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

- 21.1 The bidder having experience supplied satisfactorily **in previous three years to sugar mills** for supplying Food Grade Phosphoric acid to sugar factories (supported by Purchase order copies along with performance certificates).
- 21.2 In case of Import only the direct Importers will be eligible to submit the tender for Food/Technical Grade Phosphoric acid. The bidders are required to furnish the documentary evidence (Import License) and the proof documents of Imported Food Grade Phosphoric acid to substantiate their claim of being the Importer for the Food Grade Phosphoric acid. In absence of such valid

documentary evidence, bill entry, the tender shall not be acceptable for consideration.

- 21.3 The bidder having past experience for supplying Food Grade Phosphoric acid to sugar factories (supported by Purchase order copies along with performance certificate of three years) shall be preferred. The copies of purchase orders of Private sugar factories along with rates should also be attached with the tender
- 21.4 Printed Literature/Catalogue of the items (Products) required should be attached with the tender to assess technical suitability of the product.
- 21.5 The bidder shall submit the copies of the Authorization letter by the authorized person. The e-Bid submitted without required documentary proof shall be rejected.
- 21.6 The bidder shall submit the copies of the details of E.M.D. The e-Bid submitted without required documentary proof shall be rejected.
- 21.7 **The average yearly turn- over** of the supplier/bidder should be at least **30.00 Lakhs**. For proof, the last three-year's balance sheet dully certified by the Chartered Accountant must be submitted. The Chartered Accountant must state their membership details and **UDIN** number.
- 21.8 The preference shall be given to the parties who have supplied Food Grade Phosphoric acid to the sugar factories.
- 21.9 The bidder shall submit the copies of the Details of Income Tax Registration. The e-Bid submitted without required documentary proof shall be rejected.
- 21.10 The bidder shall submit the copies of the Details of GST Registration.
- 21.11 The bidder shall submit the documentary proof of the Status of the company along with names of Directors/Partners/Proprietor along with documents. The e-Bid submitted without required documentary proof shall be rejected.
- 21.12 The e-Bids found to be not responsive to and not fulfilling all the conditions of the contract and not meeting Technical Specifications and Qualification Requirements to the satisfaction of Purchaser shall be rejected and may not subsequently be made responsive by the bidder by correction of the non-conformity. The e-Bids of bidders mentioning any of their conditions which are not mentioned in the e-tender document or are not in conformity with the conditions of the contract shall be rejected.
- 21.13 It shall be the discretion of the Purchaser to decide as to whether an e-Bid fulfills 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 If any bidder dealing with Food grade phosphoric acid of Indian make as well as imported make, can quote the rate only for Indian make in the BOQ and also provide purchase order for Indian make phosphoric acid. Bidder should mention the make and country name with complete specifications of food grade phosphoric acid to be supplied in technical e-bid.

The Tender Evaluation Committee (TEC) will evaluate the technical feasibility and suitability and accordingly decision will be taken. Purchaser has full right to select the product and issue the rate contract accordingly.

22 Financial Evaluation and Comparison of e-Bid

- 22.1 The Purchaser will evaluate and compare the financial rates of individual items quoted in the price schedule/BOQ of e-Bids of those bidders whose technical e-Bids are found responsive as per the conditions of the e-tender only for those items of the bidders which have been technically accepted by the Purchaser.
- 22.2 No additional payments shall be made for completion of any contractual obligation beyond the quoted prices. If the supplier does not accept the correction of errors if any, its e-Bid shall be rejected and its e-Bid security may be forfeited.
- 22.3 No weightage / preference shall be given to the bidder quoting any higher technical specifications against the technical specifications of the items asked in the e-tender.
- 22.4 The Purchaser's evaluation of Financial bid shall be based on basic Rate/Price quoted by Bidder. The price of incidental services, freight, insurance and other costs within India incidental to the delivery of the goods to their final destination shall be as mentioned in Para 8.2 of ITB.
- 22.5 The Purchaser's evaluation of Financial bid shall be based on basic Rate/Price quoted by Bidder. The price of incidental services, freight, insurance and other costs within India incidental to the delivery of the goods to their final destination shall be as mentioned in Para 8.2 of ITB.
- 22.6 The Financial Bids will be opened by Tender Evaluation Committee [TEC] in the presence of Bidders representatives (only one) who choose to attend the Financial Bid opening on date and time to be communicated to all the technically qualified Bidders. The Bidder's representatives, who are present shall sign a register evidencing their attendance. The name of the Bidder, Bid Prices etc. shall be announced at the meeting.

The Quantity offered by the L-1 shall be first taken into consideration.

- a) In case L-1 offers to supply the complete order quantity and is assessed to have the adequate capacity to supply the complete order quantity as per the Delivery schedule by the Tender Evaluation Committee [TEC] then L-1 shall be contracted to execute the complete supply order.

b) In case L-1 offers to supply partial order quantity and is assessed to have adequate capacity to supply the offered partial order quantity as per the Delivery schedule by the Tender Evaluation Committee [TEC] then the L-1 bidder shall be contracted to supply the reduced quantity (which shall be more than the guaranteed minimum quantity) and rest of the quantity shall be allotted to subsequent bidder(s) provided the successful Bidder(s) are ready to offer the quantity at the rates quoted by L-1.

c) The quantity resulting from the split as mentioned above in case (b) shall be offered to the successful Bidder(s) after the assessment by the TEC in terms of their capacity to manufacture and supply.

d) In case L-1 backs out, the RFP shall be cancelled & Bids shall be invited again. L-1 shall however be blacklisted from participating in any future bidding of GoUP projects and are liable for legal action taken by UPSUGAR CORP.

23 Contacting the Purchaser

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

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

(D) AWARD OF CONTRACT

24 Award Criteria

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

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

24.3 In case L-1 offers to supply partial order quantity and is assessed to have adequate capacity to supply the offered partial order quantity as per delivery schedule by the tender Evaluation committee(TEC) then the L-1 bidder shall be contracted to supply the reduced quantity (which shall be more than the guaranteed minimum quantity) and rest of the quantity shall be allotted to subsequent bidder(s) provided the successful Bidder(s) are ready to offer the quantity at the rates quoted by L-1. The quantity resulting from the split as mentioned above in case(b) shall be offered to the successful Bidder(s) after the assessment by the TEC in terms of their capacity to manufacture and supply.

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

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

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

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

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

27 Notification of Award

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

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

28 Signing of Contract/Agreement

As the purchase notifies the successful bidder that its e-bid has been accepted, the purchaser will inform to the bidder accordingly.

29 Performance/Supply Security

29.1 An amount equal to 5% of the value of the material to be supplied is to deposited by the successful bidder as Security Money and shall remain with the Purchaser as **Performance/Supply Security** till end of the crushing season 2024-25 and it will carry no interest. This Performance/Supply Security will be refunded after successful completion of the supply order

30 Restriction on Public Procurement from Bidders of neighboring countries

Sub- Restrictions under Rule 144(xi) of the General Financial Rules (GFRS), 2017

The bidders shall comply with the conditions as stipulated by Department of Expenditure, Ministry of Finance, Government of India vide their order with reference no. F.No. 6/18/2019-PPD dated 23.07.2020 including the following Clauses:-

- (i) Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority.
- (ii) "Bidders" (including the term 'tenderer', or 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.
- (iii) "Bidder from a country which shares a land border with India" for the purpose of this Order means:-
 - (a) An entity incorporated, established or registered in such a country; or
 - (b) A subsidiary of an entity incorporated, established or registered in such a country; or
 - (c) An entity substantially controlled through entities incorporated, established or registered in such a country; or
 - (d) An entity whose beneficial owner is situated in such a country; or
 - (e) An Indian (or other) agent of such an entity; or
 - (f) A natural person who is a citizen of such a country; or
 - (g) A consortium or joint venture where any member of the consortium or joint venture falls under any of the above.

SECTION II: CONDITIONS OF CONTRACT(CC)

1. PRICE

- a. The Prices should be quoted by the bidder on FOR Destination basis. This will include basic price, packing and forwarding, freight, Transit Insurance, Octroi or any other charges, GST Extra against INPUT TAX CREDIT benefit
- b. FOR Destination for Part load mean nearest point of delivery from Sugar Mill. However in the case of full truck load, material will be sent directly to the mill.
- c. The final rates mentioned in the tender shall remain firm for the full crushing **season 2024-25 i.e. up to 30th June 2025**. Price variation on any account will not be allowed except in Force Majeure situation. Documentary proof of variation in price of material, manpower etc. will have to be produced by the party for consideration. The decision of the Managing Director of UP State Sugar Corporation Ltd. in such situation shall be final.
- d. Any change in the rate of GST by the GOVT may be accepted provided documentary proof of the same is submitted for approval.

Delivery & Penalty:

- (i) Delivery period should be as given in our tender document for a particular item. The material should be supplied within this period which will be counted from the date of issue of commercially and technically clear order by the mill societies as per the terms of Rate Contract.
- (ii) If the material is not delivered within stipulated period, the buyer reserves the right to return the goods at the cost and expenses of the supplier and shall recover all losses made in arranging supplied from other sources. The buyer also reserves the right to cancel the order and may claim all the amount paid against the order together with interest along with all expenses incurred by the buyer in addition to the loss mentioned above.
- (iii) There will be late penalty of 1% of total cost of material in case of delayed supply up to 01 week. If the supply delayed up to 02 weeks, penalty will be 5% of the total cost. If the supply delayed up to 03 weeks, penalty will be 10% of the total cost. In case the supply of material delayed more than 3 weeks concerned firm will be black listed.

(iv) Failure to supply and risk purchase clause:-

If the supplier fails to supply any store material in accordance with the terms and conditions as provided in the Rate contract or fails to replace the material rejected by the sugar factories, within the time stipulated the sugar factories shall at the risk and cost of supplier and without any notice or reference to him be entitled to purchase stores (of the same specifications) from any other source and at such price as the sugar factories shall in their sole discretion think fit and if such price shall exceed the rate set out in the rate contract, the supplier shall be liable to pay the sugar factory, the difference between the price at which such stores have been purchased by the sugar factories and at the price set

out in the rate contract in addition to penalty and damages as set out in the rate contract.

2. INSPECTION

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

3. EARNEST MONEY

Each tender shall be accompanied by an earnest money of **Rs. 1,00,000/- (One Lac only)** in form of RTGS / NEFT/ NET BANKING in favour U.P. State Sugar Corporation Ltd., payable at Lucknow against supply of Food Grade Phosphoric acid. The tender without earnest money shall be liable to be rejected. No interest shall be payable on the earnest money (Government organization are exempted from the requirement of EMD).

4. PAYMENT

100% against supply and inspection of material at site.

5. SETTLEMENT OF DISPUTES

5.1 Amicable settlement

The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Agreement/Rate Contract or the interpretation thereof.

5.2 Dispute resolution

Any dispute, difference or controversy of whatever nature howsoever arising under or out of or in relation to this Agreement/Rate Contract (including its interpretation) between the Parties, and so notified in writing by either Party to the other Party (the "Dispute") shall, in the first instance, be attempted to be resolved amicably. In case the dispute is not settled amicably the matter may be referred to arbitration.

6. ARBITRATION:

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

In case of non compliance of the conditions of the contract the Managing Director of Corporation 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. State Sugar Corporation Ltd. to the extent the same exceeds the security money.

The bidder who is awarded with the rate contract/ order shall supply the material directly to our mill societies and in no case they shall be allowed to appoint their dealers for supply of material. The manufacturers, who do not supply the material directly, may direct their dealers to participate in the tender and obtain rate contract/order directly from Corporation. However material has to be dispatched from Principal's Godown directly.

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

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

7. NEGOTIATION :

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

8. GENERAL CONDITIONS :

- A) The supplier has to supply only " as per technical specification of **Food Grade Phosphoric acid** in scheduled times. In case supplies are not made in schedule time or the quality of the material supplied is inferior, the allotted mills reserve the right to purchase the required **Food Grade Phosphoric acid** from open market or any other source and the differential cost shall be debited to Authorized supplier/Importer account.
- B) In case the supplies are not as per specified quality and is of inferior quality the **Food Grade Phosphoric acid** may be rejected. The supplier is liable for the F.O.R DESTINATION. (Including transportation) cost of the rejected **Food Grade Phosphoric acid**.
- C) Rejected **Food Grade Phosphoric acid** will be replaced by the supplier at their own cost in case the balance quantity of rejected **Food Grade Phosphoric acid**.

9. PACKING AND FORWARDING:

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

10. DISPATCH OF MATERIAL

- (i) The material should be dispatched as per instructions given by the sugar mill . The material sent by Road Transport should be sent through the reputed Bank approved transport Co. And dully covered with transit Insurance. Seller will ensure that the goods are insured to avoid any loss or damage during transit.
- (ii) The supply of material shall be made as per quantitative requirement and specifications given in the order. The excess quantity of supply will not be accepted and will have to be taken back by the supplier at their own cost and risk

11. QUALITY OF MATERIAL

- (I) The material should strictly conform to the specifications given in the rate contract/order. The authorized representative of the Corporation/sugar Mills may inspect the material at supplier works/go-down before taking delivery. The supplier has to provide all facilities in the process of inspection.
- (ii) The sub-standard material and material not conforming to the specifications will be rejected by the mill. The supplier will arrange the transport of rejected material at their own cost and risk within 15 days from the factory premises.
- (iii) For checking of the genuine-ness of the material, the sample may be taken out and sent to principal manufacturer. In case the supplied material is found spurious, the same shall be returned by the mill. The loss on account of cost of material along with interest @ 18% shall be recovered from the party .Action for Black listing the supplier may also be taken.

12. SANCTITY:

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

13. EARNEST MONEY AND SECURITY DEPOSIT:

- A. The bidders are required to deposit an Earnest Money of **Rs 1,00,000/- (One Lac Only)** through RTGS / NEFT/ NET BANKING in favour of U.P. State Sugar Corporation Ltd., Lucknow. The bidders without requisite amount of earnest money shall not be accepted for consideration.
- B. An amount equal to 5% of the value of the material to be supplied is to deposited by the successful bidder as Security Money and shall remain with the Purchaser **as Performance/Supply Security** till end of the crushing season 2024-25 and it will carry no interest. This Performance/Supply Security will be refunded after successful completion of the supply order

- C. Government Agencies are exempted from depositing Earnest Money.
- D. The Earnest Money of the successful bidder will be refunded without interest only after satisfactory execution of rate contract/order. In case the successful tender/seller is found defaulter in supplying material as per terms of rate contract/order, their security money shall be forfeited. The earnest money will be refunded without interest to the bidders in whose favour award of Rate Contract/Order is not decided.
- E. The successful bidder's EMD will not be converted into security money.
- F. No interest shall be payable on security money.
- G. The bidders who are awarded with the rate Contract/order shall supply the material directly to our mill and in no case they shall be allowed to appoint their dealers for supply of material. The manufacturers who do not supply the material directly., may direct their dealers to participate in the tender and obtain rate contract/order directly from Corporation. However material has to be dispatched from Principal's Godown directly.
- H. The offer should be supported by adequate past experience of the items. Copies of the orders of private sector/Public sector/Cooperative Sector should be attached with the e bid with their performance certificate if any.
- I. After acceptance of Rate Contract/order, if any supplier (Bidder) does not execute the same as per terms and conditions of the rate contract/order, the party (Supplier) shall be black listed/debarred for future dealings with the Corporation and their security deposit shall be forfeited.
- J. The supplier should be registered with the GST so that they may provide Input Tax Credit for the items on which the same is available. They will provide all necessary documents such as GST Invoice etc. to our mill societies for enabling them to claim Input Tax Credit from the GST wherever applicable. In case of GST included in rates then the related documents will have to be furnished by the party, failing which amount of GST as per prevailing rate/rates will be deducted from payment made by the Factory.
- K. The brand name/code of the make of the item should be clearly mentioned in the tender.
- L. If the rates stipulated in the RC/order of the Corporation/Mill are higher in comparison to the supplies made by your firm to sugar mills of U.P. Cooperative, the amount due to such rate difference is recoverable from the supplier. Charging of higher rates in comparison to U.P. Cooperative Sugar Factories may also make the supplier (tenderer) liable for cancellation of rate contract together with considering black listing their firm and forfeiting the security money/EMD.
- M. In case the material supplied by your firm to our mill in earlier years is found spurious, defective or performance unsatisfactory, the rate contract issued to the Firm may be subsequently cancelled and the supplier may be asked to make good of the claims made by the mills.

- N. The –bid shall be valid up to **90 days**. After the acceptance of rate contract by the supplier, the same shall remain valid for full crushing season **2024-25 i.e. up to 30.6.2025**.
- O. The Managing Director, U.P. State Sugar Corporation Ltd., Lucknow will be the sole arbitrator to resolve all disputes arising out of the agreement and the decision taken by the arbitrator shall be the final and acceptable to both the parties (Seller and Purchaser).
- P. The bidder must have the valid authority of the firm submitting tender for making technical and commercial bid including negotiation.
- Q. The Corporation reserves the right to issue rate contract/ order to one single supplier (bidder) or to distribute the same amongst several suppliers on the basis of lowest rate received.
- R. The Bidder shall upload all required documents strictly at the time of filling e- Tender. No document will be accepted by hand at time of Opening Tender Processing. Incomplete and conditional tender shall be liable to be rejected.
- S. The bidder should submit affidavit for black List/ debarred/disqualified as per attach Performa on Rs.100 Non judicial stamp paper.
- T. If the Rate given By the bidder in U.P Sugar Corporation is higher than the Rates given in UP cooperative Sugar, then being taken it as forgery, cheating, blacklisting of the bidder will be executed .
- U. In case of Consumable items the related R.C. party has to provide samples of items to be supplied and shall be kept in the units of Sugar Corporation with the purpose that when the item is received at unit level the payment will be made after comparing/verifying with the sample, if found identical & satisfactory.
- V. The bidder should submit affidavit for in relation to the E-Tender Form Debar and integrity pact (IP) as per attached Performa on Rs.100 Non judicial stamp paper to be uploaded with E-Tender and hardcopy to be sent through courier/ by post. However, in situation of lockdown due to COVID-19, if the bidder is unable to get the affidavit, then they can submit a SELF-DECLARATION of the same.
- W. The U.P. State Sugar Corporation Ltd., Lucknow reserves the right to reject any or all tenders without assigning any reason thereof.
- X. The bidder/supplier must produce the proof of supply order/ performance certificate of 3 years in Govt./Cooperative/private sector sugar mills or proof of supply order/ performance certificate of 2 years in Govt./Cooperative/private sector sugar mills of the other states.
- Y. **The average yearly turn- over** of the supplier/bidder should be at least **30.00 Lakhs**. For proof, the last three-year's balance sheet dully certified by the Chartered Accountant must be submitted. The Chartered Accountant must state their membership details and **UDIN** number.
- Z. The ISI marked items shall be preferred (where applicable).

- Z1. It is mandatory for the supplier/ bidder to produce proof of their capacity/ capability of supply in sugar mills.
- Z2. The Firms/bidders/ suppliers having dispute with the corporation and case is pending in Courts are not eligible for participating in e-tender process.
- Z3. The Firms/bidders/ suppliers found indulge in canvassing, shall be debarred from participating in e-tender process for 03 years.
- Z4. The new party /firm having 2 years' experience of supply in sugar mills shall be considered in the e-bidding process and their turn over, technical credentials etc. shall be evaluated by tender committee and if found satisfactory, issue of a trial order may be considered. After getting satisfactory performance report from sugar mills the same shall be considered for the regular RC in next season. Make and technical specification of the food grade phosphoric acid offered by the bidder shall be evaluated by TEC, issue of a trial order may be considered.
- Z5. If the supplier/bidder is registered with M.S.M.E/Startup should submit 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.
- Z6. Certificate in respect of Restriction on Public Procurement for bidders of neighboring countries must be submitted, as applicable.

GM (Purchase)

All the Terms and conditions are accepted

(Signature)

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

SECTION III: TECHNICAL E-BID

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

SECTION III (A): e-Bid FORM

Date:

IFB No. PUR/SSC/TENDER/2024-25/417/P-11PH

To:

The Managing Director,
U.P. State Sugar Corporation Ltd.,
Vipin Khand, Gomtinagar,
Lucknow (U.P)-226010

Dear Sir,

Having examined the e-Bid Documents, we, the undersigned, offer to deliver **Food Grade Phosphoric acid** in conformity with the said e-Bid (Section II) of the e-Bid Document and will supply of **Food Grade Phosphoric acid** 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. **1,00,000 (Rupees One Lacs Only)** in the form of RTGS / NEFT/ NET BANKING in favour of U.P. Cooperative Sugar Factories Corporation Ltd, Lucknow, is furnished with this e-Bid form.

We further undertake, if our e-Bid is accepted, to deliver of **Food Grade Phosphoric acid** 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 of2024.....

Signature

(in the capacity of)

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

SECTION III(B): SCHEDULE OF REQUIREMENTS

Item Code	Brief Description	Destination	Delivery Schedule	e-Bid EMD
	As per the details given in the SECTION III (C) TECHNICAL SPECIFICATIONS	Various sugar Factories of UP State Sugar Corporation Ltd. located in different parts of U.P.	As per Factory schedule	Rs 1,00,000/- (Rupees One Lac only)

SECTION III (C) TECHNICAL SPECIFICATIONS

1. Food Grade Phosphoric Acid

Food Grade conforming to IS:10508-2020 (Min. Purity as H₃PO₄ percent by mass-85%, Specific Gravity 25°/25°C-1.71, Impurities well within the prescribed limits as IS referred above.

Requirement for Phosphoric Acid

SN	Characteristics	Requirement
1	Purity as H ₃ PO ₄ , percent by mass, <i>Min</i>	85
2	Nitrates, mg/kg, Max	5
3	Volatile acids, mg/kg, Max	10
4	Chlorides, mg/kg, Max	200
5	Sulphates percent by mass, Max	0.15
6	Fluoride, mg/kg, Max	10
7	Arsenic (as As), mg/kg, Max	2
8	Lead (as Pb), mg/kg, Max	4
9	Copper (as Cu) mg/kg, Max	30
10	Tin, mg/kg, Max	250
11	Cadmium(as Cd), mg/kg, Max	1.50
12	Mercury, mg/kg, Max	1.00
13	Molybdenum (as Mo), mg/kg, Max	10
14	Aluminium (as Al), mg/kg, Max	10

Date: _____ Signature of Representative
With seal Name: Designation

NOTE- 1- The new party /firm having 2 years' experience of supply of ISI marked such items in sugar mills shall be considered in the e-bidding process and their turn over, technical credentials etc. shall be evaluated by tender committee and if found satisfactory, issue of a trial order may be considered. After getting satisfactory performance report from sugar mills the same shall be considered for the regular RC in next season.

2- The Bidder should mention the make and complete specifications of food grade phosphoric acid to be supplied in technical e-bid supported by the relevant documents.

SECTION III(E) : PERFORMANCE STATEMENT FORM

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

years) Name of Company/Firm.....

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

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

SECTION III(F) : CAPABILITY STATEMENT (CS)

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

(b) Name of Authorized Official
(c)
Phone:
Fax:
(e) E-mail:
(f) Principal place of business
(g) Website of Bidder's Firm
(h) Details of bank account details (Name of account holder, Account No, Bank and branch name, IFSC Code).
2. Parties Will Have To Furnish Under Noted Information During The Technical Discussions With Documentary Proof:
 - 3 Details of Tender Fee/EMD along with cancelled cheque of bank account
 - 4 Manufacturer/Authorized dealers/Sole Selling Agents/Importer Certificate
 - 5 Details of last three years turnover duly certified by CA with UDIN
2021-22
2022-23
2023-24
 - 6 Details of Income Tax Registration/PAN
 - 7 Details of GST Registration
 - 8 Status of the company along with names of Directors/Partners/Proprietor along with documents
 9. Printed Literature/Catalogue
 10. Past Three years order copies along with Performance certificate of sugar factories.
 11. Last audited balance sheet with UDIN
 12. Manufacturers authorization in favour of the Dealer /Agent
 13. Affidavit for Black list /debarred/Disqualified as per attach performa on Rs.100 non judicial Stamp Paper

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

**TO WHOM IT MAY CONCERN
AFFIDAVIT IN RELATION TO THE E-TENDER FOR
DEBAR AND 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 State Sugar Corporation 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 Corporation/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 up to 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 9(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, UPSSCL, 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 1-10 are true to my personal knowledge.

Signed and verified on

I identify the deponent who has signed before me. Advocate

Deponent

CHECK LIST

SI No	Clause	Instrument/ Documents required	Page No
1	Clause 1 (ITB)	Cost of e-Bid Document in Physical Form	
2	Clause 12.1 (ITB)	Receipt of e-Bid EMD along with cancelled cheque	
3	ITB Clause 21.1	Experience certificate supplied satisfactorily in previous three years to sugar mills for supplying Food Grade Phosphoric acid supported by purchase order	
4	ITB Clause 21.2	Documentary evidence of manufacturer/ Authorized dealership of Food Grade Phosphoric acid	
5	ITB Clause 21.3	Performance Certificate of last three years of supply of Food Grade Phosphoric acid to sugar mills.	
6	ITB Clause 21.4	Printed Literature/Catalogue of the items (Products) required should be attached with the tender to assess technical suitability of the product.	
7	ITB Clause 21.5	Authorization letter by the competent authority for the authorized person.	
8	ITB Clause 21.6	details of E.M.D. The e-Bid submitted without required documentary proof shall be rejected	
9	ITB Clause 21.7	Proof of annual turn over of last three years certified by Chartered Accountant with UDIN	
10	ITB Clause 21.9	Copies of details of last submitted Income Tax Return/PAN card (self attested).	
11	ITB Clause 21.10	Details of GST Registration	
12	ITB Clause 21.11	Documentary proof of the Status of the company along with names of Directors/Partners/Proprietor along with documents	
13	SECTION II	Acceptance to the Conditions of Contract	
14	SECTION III(A)	e- bid Form	
15	SECTION III(B)	Schedule of Requirements	
16	SECTION III (C)	Technical Specifications	
17	SECTION III D	Agreement / Order Acceptance	
18	SECTION III (E)	Performance Statement	
19	SECTION III (F)	CAPABILITY STATEMENT	
20	SECTION IV (A)	e-Bid Form	
21	SECTION IV (B)	BOQ	

SECTION IV: FINANCIAL e-Bid

IV (A) e-Bid FORM

IV (B) PRICE SCHEDULE/BOQ

SECTION IV(A): e-Bid FORM

Date:

IFB No. PUR/SSC/TENDER/2024-25/417/P-11PH

To:
Managing Director,
U.P. State Sugar Corporation Ltd.,
Vipin Khand, Gomtinagar, Lucknow-
226010

Dear Sir,

Having examined the e-Bid Documents, we the undersigned, offer to supply **Food Grade Phosphoric acid** in conformity with the said e-Bid Documents for the rates as may be ascertained in accordance with the schedule of rates attached herewith and made part of this e-bid, and hereby undertake that we accept all terms and conditions of E-Tender/contract (section II) of the e-Bid Document and will supply Food Grade/Technical Grade Phosphoric acid from our manufacturing works/unit as per the Technical specifications (Section III (c) to your sugar factories. In addition to this, the particulars of our organization such as legal status principal place of business, details of experience and past performance, capability statement and the required e-Bid security in the form of **RTGS / NEFT/ NET BANKING** in favour of U.P. State Sugar Corporation 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 of2024

.....
..... (Signature & Name of official)
(In the capacity of)

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

SECTION IV (B): PRICE SCHEDULE / BOQ

Validate
Print
Help
#VALUE!

Tender Inviting Authority: U.P. State Sugar Corporation Ltd., Lucknow

Name of Work: SUPPLY OF FOOD GRADE PHOSPHORIC ACID FOR VARIOUS SUGAR FACTORIES OF SUGAR COPRPORATION IN UTTAR PRADESH FOR THE SEASON 2024-25

Contract No: PUR/SSC/TENDER/2024-25/417/P-11PH

**Name of the Bidder/
Bidding Firm /
Company :**

PRICE SCHEDULE

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

NUMBER #	TEXT #	TEXT #	NUMBER #	NUMBER	NUMBER #	NUMBER #	TEXT #
Sl. No.	Item Description	Units	BASIC RATE in Rs.	GST in Rs.	TOTAL AMOUNT Without Taxes in Rs. P	TOTAL AMOUNT With Taxes in Rs. P	TOTAL AMOUNT In Words
1	2	3	4	5	6	7	8
1	FOOD GRADE PHOSPHORIC ACID (Make & other details should be mentioned in Technical bid)						
1.01	INDIAN MAKE Food Grade Phosphoric Acid conforming to IS:10508-1983(Min. Purity as H3PO4 percent by mass-85%, Specific Gravity 25°/25°C-1.71, Impurities well within the prescribed limits as IS referred above. (Rates Inclusive of Packing & Forwarding, Transportation, Insurance Charges)	Per Kg			0.00	0.00	INR Zero Only
Total in Figures					0.00	0.00	Zero Only
Quoted Rate in Words					INR Zero Only		