

**U.P. STATE SUGAR CORPORATION LTD.
VIPIN KHAND, GOMTINAGAR, LUCKNOW**

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**COMPETITIVE e-bidding
FOR
SUPPLY OF BOILER TUBES (ERW/Air Heater Tubes) TO VARIOUS SUGAR
FACTORIES OF SUGAR CORPORATION IN UTTAR PRADESH FOR THE
SEASON 2025-26**

| | |
|---|--|
| e-bid REFERENCE | : PUR/SSC/TENDER/2025-26/48 /P-15 |
| LAST DATE AND TIME FOR SUBMISSION OF E-Bids | : 24/04/2025 UP TO 6:55 PM |
| DATE AND TIME OF OPENING OF ON LINE TECHNICAL e-Bids | : 25/04/2025 AT 11:15 AM |
| 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 E.M.D | : Rs. 50000/- (Rs. Fifty Thousand Only) |

This Document Contains -- 37 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.

The Tenderers who have deposited the Tender fee and EMD in previous Tender Id-2025_UPSSC_997653_1 & 2025_UPSSC_1021972_1 need not to deposit the EMD and Tender fee again. However they have to upload a fresh tender document on e-tender portal.

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

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

facebook: www.facebook.com/upcane

website: www.up.cane.gov.in

GST No. 09AAACU3394C2ZC

Reference No. PUR/SSC/Tender/2025-26/48/P-15

Dated 11.04.2025

Short Term e- Tender Notice

Online e-tenders are invited from manufacturers/authorized distributors /Importers/ Authorized dealers (as per details given in tender documents) for supply of Stainless Steel Tubes, Boiler Tubes, Cast Steel Items & Motors 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 starting from 16.04.2025.

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-BidS

Online e-bids are invited for supply of **Boiler Tubes (ERW/Air Heater Tubes)** from original manufacturers to our Corporation's sugar factories located in Uttar Pradesh for the season 2025-26.

1. Bidders are advised to study the tender Document carefully. Submission of e-Bid against this tender shall be deemed to have been done after careful study and examination of the procedures, terms and conditions of the tender Document with full understanding of its implications.
2. The e-Bid prepared in accordance with the procedures enumerated in ITB Clause 15 of Section-I should be submitted through e-Procurement website <http://etender.up.nic.in>.
3. The tender document is available at e-Procurement website <http://etender.up.nic.in> or Corporation's website www.upsugcorp.in from 16/04/2025 at 6:55 PM. Interested bidders may view, download the e-Bid document, seek clarification and submit their e-Bid online up to the date and time mentioned in the table below:

| | | |
|-----|---|--|
| (a) | Date of publication of e-tender notice & availability of Tender Document | Tender Notice has been published over e-Procurement website http://etender.up.nic.in and Corporation's website www.upsugcorp.in and tender Document will be available from 16/04/2025 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 | 16/04/2025 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 | 16/04/2025 from 6:55 PM |
| (d) | Clarification end date & time | 24/04/2025 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) | 16/04/2025 |
| (f) | e-Bid submission end date & Time | 24/04/2025 up to 6.55 PM |
| (g) | Online technical e-Bid opening date & time | 25/04/2025 at 11:15 AM |
| (h) | Online financial e-Bid opening date & time (Only of technically qualified bidders) | 26/04/2025 at 03:00 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. S.K. Mehra, General Manager 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 50,000/- (Rupees Fifty Thousand 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 in the Purchaser's office or through RTGS/ NEFT/ NET BANKING in favour of U.P. State Sugar Corporation Ltd. (herein after referred as UPSUGAR CORP/Purchaser) payable at Lucknow. The scanned copy of the Receipt of RTGS/ NEFT/ NET BANKING must be enclosed along with the e-Bids but the original receipt should reach the office of UPSUGAR CORP/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 RTGS/ NEFT/ NET BANKING in favour of U.P. State Sugar Corporation Ltd., Lucknow. The scanned copy of the e-Bid 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 (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 bidders'/OEM representative will be required to be produced.
7. The 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-226002, would only be eligible for participating in this e-tender as well as in e-tendering system of U.P. Govt. departments. All companies/firms who have not registered themselves with UPLC Ltd ,Lucknow for e-tendering till date can get their registration done by depositing a filled in form issued by UPLC Ltd, Lucknow along with registration fee of Rs. 6000.00 (Rupees Six thousand only) for participating in this e-tender and other e-tenders of U.P. Govt. departments. The companies/firms, who are not having digital signature, can also get their digital signature on deposit of processing fees of Rs.1500.00 (Rupees One thousand five hundred only). The companies/firms may contact the officials on phone numbers (0522) 4130303 Extn 305 & 307, 09721451211, for their Registration/Digital Signature Certificate related queries. The registration fee may also be deposited through RTGS. The details of RTGS are as under:

M/s U.P. Electronics Corporation Ltd,
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 S. K. Mehra, U.P. State Sugar Corporation Ltd. -6389025502
- b. Sri Brajesh Mishra, U.P. State Sugar Corporation Ltd. -6389025517

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 receipt should reach the Purchaser’s office before opening of the technical e-Bid. This e-e-tender document fee of Rs. **2360.00** will be non-refundable.

2-Contents of e-Bid Document

- 2.1 The goods required to be supplied; e-Bid procedure and contract terms and conditions are prescribed in the e-Bid document. The e-Bid document includes:
Invitation for e-Bid
 - Section I : Instruction to bidders (ITB);
 - Section II : Conditions of E-tender/ Contract (CC);
 - Section III : Technical e-Bid;
 - Section IV : Financial e-Bid;
- 2.2 The bidder is expected to examine all instructions, forms, terms and specifications in the e-Bid document. Failure to furnish all information required as per the e-Bid document or submission of e-Bid not responsive to the e-Bid document in every respect will be at the bidder’s risk and may result in rejection of the said e-Bid.

3-Clarification of e-Bid Document

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

bidders on Purchaser's e-mail address upstatesugarcorporation@gmail.com, upssc.gmpur@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 Earnest Money Deposit furnished in accordance with ITB Clause 12 in PDF format.
- (ii) **Qualification Details** – includes copies of required documents as per ITB Clauses 10 and 11 in PDF format justifying that the bidder is qualified to perform the contract if his/her bid is accepted and that the bidder has financial, technical and production capability necessary to perform the contract and meets the criteria outlined in the Qualification Requirement and Technical Specification and fulfill all the conditions of the Contract and that the goods and ancillary services to be

supplied by the bidder conform to the e-Bid document and Technical Specifications.

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

7-e-Bid Form

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

8 e-Bid Price

- 8.1 The bidder shall quote separately in the downloaded spread sheet file for the Price of Boiler Tubes (ERW/Air Heater Tubes) to be supplied.
- 8.2 The price of goods (Ex Works)
 - (a) The Rate of Boiler Tubes (ERW/Air Heater Tubes) is inclusive of basic rate, Packing Forwarding loading charges, transit insurance and other relevant miscellaneous expenses, excluding GST and transportation charges.
- 8.3 Prices quoted by the bidder shall be fixed during the bidder's performance of the Contract and not subject to variation on any account subject to ITB Clause 25.1. A e-Bid submitted with an adjustable price quotation unless asked for shall be treated as non-responsive and rejected.

9 e-Bid Currencies

Prices shall be quoted in Indian Rupees only.

10 Documents Establishing bidder's Qualification

- 10.1 Pursuant to ITB Clause 6, the bidder shall furnish, as part of its Technical e-Bid, documents establishing the bidder's qualification to perform the Contract if its e-

Bid is accepted. The documentary evidence should be submitted by the bidder electronically in the PDF format.

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

11 Documents Establishing Goods' Conformity to e-Bid Documents

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

12 e-Bid Earnest Money Deposit (EMD)

- 12.1 Pursuant to ITB Clause 6, the bidder shall furnish, as part of its e-Bid, an e-Bid EMD of **Rs 50,000/-** (Rupees Fifty Thousand Only) in form of **RTGS/ NEFT/ NET BANKING**, in favour of U.P. State Sugar Corporation Ltd., payable at Lucknow. **The UTR number of the transaction regarding the RTGS/ NEFT/ NET BANKING must be submitted with the e-bid.** No Interest on EMD will be paid.
- 12.2 The e-Bid E.M.D is required to protect the Purchaser against the risk of bidder's conduct which would warrant the E.M.D's forfeiture, pursuant to ITB Clause 12.7.
- 12.3 The e-Bid E.M.D shall be in Indian Rupees and shall be in the following forms only:
Through RTGS/ NEFT/ NET BANKING in favour of U.P. State Sugar Corporation Ltd. payable at Lucknow.
- 12.4 Any e-Bid not secured in accordance with ITB Clauses 12.1 and 12.3 above shall be treated as non-responsive and rejected by the Purchaser.
- 12.5 Unsuccessful bidder's e-Bid E.M.D will be returned upon the written request through RTGS/ NEFT/ NET BANKING submitted at the time of E-bid as promptly as possible after the expiration of the period of e-Bid validity prescribed by the Purchaser, pursuant to ITB Clause 13.
- 12.6 The successful bidder's e-Bid E.M.D will be converted into security and in addition to EMD equal amount of security will be deposited with the Corporation, pursuant to ITB Clause 28, and furnishing the performance security, pursuant to ITB Clause 29.
- 12.7 The e-Bid E.M.D may be forfeited:
- (a) if a bidder (i) withdraws its e-Bid during the period of e-Bid validity specified by the bidder on the e-Bid Form; or (ii) does not accept the correction of errors pursuant to

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

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

- (i) to sign the Contract with the Purchaser in accordance with ITB Clause 28; or
- (ii) To furnish performance security in accordance with ITB Clause 29.

13 Period of Validity of e-Bid

- 13.1 e-Bid shall remain valid up to **90 days** and the Rate contract for the period up to which the crushing of season **2025-26** continues, of the factories of Sugar Corporation or **30/06/2026** whichever is later after the date of e-Bid opening prescribed by the Purchaser, pursuant to ITB Clause 16. An e-Bid valid for a shorter period shall be rejected by the Purchaser as non-responsive.
- 13.2 In exceptional circumstances, the Purchaser may solicit the bidder's consent to an extension of the period of e-Bid validity. The request and the response thereto shall be made in writing. A bidder may refuse the request without forfeiting its e-Bid security. A bidder granting the request will not be required nor permitted to modify its e-Bid.

14 Format and Signing of e-Bid

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

15. Submission of e-Bid

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

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

- 15.1 For participating in e-Bid through the e-tendering system, it is necessary for the bidders to be the registered users of the e-Procurement website <http://etender.up.nic.in>. The bidders must obtain a User Login Id and Password by registering themselves with U.P. Electronics Federation Limited, Lucknow if they have not done so previously for registration. Refer to details given in Invitation for e-Bid Clause 10.
- 15.2 In addition to the normal registration, the bidder has to register with his/her **Digital Signature Certificate (DSC)** in the e-tendering system and subsequently he/she will be allowed to carry out his/her e-Bid submission activities. Registering the Digital Signature Certificate (DSC) is one time activity. Before proceeding to register his/her DSC, the bidder should first log on to the e-tendering system using the User Login option on the home page with the Login Id and Password with which he/ she has registered as per clause 15.1 above.

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

- 15.3 The bidder can search for active tenders through "Search Active tenders" link, select a tender in which he/she is interested in and then move it to 'My Tenders' folder using the options available in the e-Bid Submission menu. After selecting and viewing the tender, for which the bidder intends to e-Bid, from "My Tenders" folder, the bidder can place his/her e-Bid by clicking "Pay Offline" option available at the end of the view tender details form. Before this, the bidder should download the e-tender document and Price Schedule/Bill of Quantity (BOQ) and study them carefully. The bidder should keep all the documents ready as per the requirements of e-tender document in the PDF format except the Price Schedule/Bill of Quantity (BOQ) which should be in the XLS format (Excel sheet).
- 15.4 After clicking the 'Pay Offline' option, the bidder will be redirected to the Terms and Conditions page. The bidder should read the Terms & Conditions before proceeding to fill in the Tender Fee and EMD offline payment details. After entering and saving the Tender Fee and EMD details, the bidder should click "Encrypt & Upload" option given in the offline payment details form so that "Bid Document Preparation and Submission" window appears to upload the documents as per Technical (Fee details, Qualification details, e-Bid Form and Technical Specification details) and financial (e-Bid Form and Price Schedule/BOQ) schedules/packets given in the tender details. The details of the Demand Draft or any other accepted instrument which is to be physically sent in original before opening of technical e-Bid, should tally with the details available in the scanned

copy and the data entered during e-Bid submission time otherwise the e-Bid submitted will not be accepted.

- 15.5 Next the bidder should upload the Technical e-Bid documents for Fee details (e-tender fee and EMD), Qualification details as per "ITB Clause 10 or 21", e-Bid Form as per "Section-III(A)" and Technical Specification details as per "Section-III(C):Technical Specifications" and Financial e-Bid documents as per "Section-IV(A):e-Bid Form" and "Section-IV(B):Price Schedule/BOQ" of e-tender document. Before uploading, the bidder has to select the relevant Digital Signature Certificate. He may be prompted to enter the Digital Signature Certificate password, if necessary. For uploading, the bidder should click "Browse" button against each document label in Technical and Financial schedules/packets and then upload the relevant PDF/XLS files already prepared and stored in the bidder's computer. The required documents for each document label of Technical (Fee details, Qualification details, e-Bid Form and Technical Specification details) and financial (e-Bid Form and Price Schedule/BOQ) schedules/packets can be clubbed together to make single different files for each label.
- 15.6 The bidder should click "Encrypt" next for successfully encrypting and uploading of required documents. During the above process, the e-Bid documents are digitally signed using the DSC of the bidder and then the documents are encrypted/locked electronically with the DSC's of the bid openers to ensure that the e-Bid documents are protected, stored and opened by concerned bid openers only.
- 15.7 After successful submission of e-Bid document, a page giving the summary of e-Bid submission will be displayed confirming end of e-Bid submission process. The bidder can take a printout of the bid summary using the "Print" option available in the window as an acknowledgement for future reference.
- 15.8 Purchaser reserves the right to cancel any or all e-Bids without assigning any reason.

16-Deadline for Submission of e-Bid

- 16.1 e-Bid (Technical and Financial) must be submitted by the bidders at e-Procurement website <http://etender.up.nic.in> not later than time **6.55 P.M on 24/04/2025** the date as mentioned on page 4 (as the server time displayed in the e-Procurement website).
- 16.2 The Purchaser may, at its discretion, extend this deadline for submission of e-Bid by amending the e-Bid document in accordance with ITB Clause 4, in which case all rights and obligations of the Purchaser and bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

17 Late e-Bid

- 17.1 The server time indicated in the Bid Management window on the e-Procurement website <http://etender.up.nic.in> will be the time by which the e-Bid submission activity will be allowed till the permissible date and time scheduled in the e-

tender. Once the e-Bid submission date and time is over, the bidder cannot submit his/her e-Bid. Bidder has to start the Bid Submission well in advance so that the submission process passes off smoothly. The bidder will only be held responsible if his/her e-Bid is not submitted in time due to any of his/her problems/faults, for whatsoever reason, during e-Bid submission process.

18 Withdrawal and Resubmission of e-Bid

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

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

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

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

- 19.A-1 The Purchaser will open all technical e-Bids, in the presence of bidders' representatives who choose to attend at **11:15 AM on 25/04/2025** at U.P. State Sugar Corporation Ltd., Vipin Khand , Gomtinagar, Lucknow. The bidder's representatives who are present shall sign a register evidencing their attendance. In the event of the specified date of e-Bid opening being declared a holiday for the Purchaser, the e-Bids shall be opened at the appointed time and place on the next working day.
- 19.A-2 The bidder's names and the presence or absence of requisite e-Bid security and such other details as the Purchaser at its discretion may consider appropriate, will be announced at the opening. The name of such bidders not meeting the Technical Specifications and qualification requirement shall be notified subsequently.
- 19.A-3 The Purchaser will prepare minutes of the e-Bid opening.
- 19 A-4 Managing Director reserves the right to postpone the date and time of opening of Technical & Financial E-Bid in unavoidable circumstances and all the bidders will be informed.

19(B) Opening of Financial e-Bid

- 19.B.1 After evaluation of technical e-Bid, the Purchaser shall notify those bidders whose technical e-Bids were considered non-responsive to the Conditions of the Contract and not meeting the technical specifications and Qualification Requirements indicating that their financial e-Bids will not be opened. The Purchaser will simultaneously notify the bidders, whose technical e-Bids were considered acceptable to the Purchaser. The notification may be sent by letter, fax or by e-mail.
- 19.B.2 The **financial e-Bids of technically qualified bidders** shall be opened on **26/04/2025 at 03:00 PM** in the presence of bidders who choose to attend the opening of financial bid. The name of bidders, Unit Price quoted for various items etc will be announced at the meeting.
- 19.B.3 The Purchaser will prepare the minutes of the e-Bid opening.

20 Clarification of e-Bid

- 20.1 During evaluation of 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 EMD and other required documents have been furnished, whether the documents have been properly digitally signed, and whether the e-Bids are generally in order. Any e-Bid or e-Bids not fulfilling these requirements shall be rejected.

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

- 21.1 The bidder should have adequate experience of supply of Boiler Tubes (ERW/Air Heater Tubes) for sugar factories//other industries for which last three years order copies along with performance certificate should also be enclosed with the tender.
- 21.2 The bidder shall submit the copies of the detail of E.M.D.
- 21.4 The bidder shall submit the copies of the Authorization letter by the competent authorities for the authorized person.
- 21.5 The bidder shall submit the copies of registration certificate of industries department of the state for supply of **Boiler Tubes (ERW/Air Heater Tubes)**.
- 21.6 The bidder shall submit the copies of orders for satisfactory supply of Boiler Tubes (ERW/Air Heater Tubes) to sugar factories of Govt. and private sector during last three year along with performance certificate
- 21.7 The bidder should submit the detail of last three years turnover duly certified by Chartered Accountant with UDIN. The yearly turnover should not be less than 1.00 Crore.**
- 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 the sample of the product to be given by the party along with technical bid (if feasible).
- 21.12 The e-Bids found to be not responsive to and not fulfilling all the conditions of the contract and not meeting Technical Specifications and Qualification Requirements to the satisfaction of Purchaser shall be rejected and may not be subsequently made responsive by the bidder by correction of the non-conformity. The e-Bids of bidders mentioning any of their conditions which are not mentioned in the e-tender document or are not in conformity with the conditions of the contract shall be rejected.

21.13 It shall be the discretion of the Purchaser to decide as to whether an e-Bid fulfils the evaluation criterion mentioned in this e-tender or not.

21.14 The bidders are advised not to mix financial bid documents with the PDF documents submitted for technical bid. The e-Bids of the bidders having financial bid document in the technical bid will out rightly be rejected.

22.15 The bidder/supplier should submit the notarized affidavit of the following:-
1-All the conditions are acceptable to bidders/suppliers
2-If the rate contract is issued to bidders/suppliers they must abide by the terms & conditions of the rate contract. Failing which, a penal action may be taken against them, which will be acceptable to them.
3- The bidder/supplier should not be blacklisted/ debarred / adverse remark against performance by any organization during the last three years.

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 Financial Bids will be opened by Tender Evaluation committee (TEC) in the presence of Bidders' representatives (only one) who choose to attend the Financial Bid opening on date and time to be communicated to all the technically qualified Bidders. The Bidder's representatives who are present shall sign a register evidencing their attendance.

The name of Bidder, Bid Prices etc shall be announced at the meeting. The commercial quotes of the lowest Bidder shall be notified as L-1. The Quantity offered by the L-1 shall be first taken into consideration.

- a) In case L-1 offers to supply the complete order quantity and is assessed to have the adequate capacity to supply the complete order quantity as per the delivery schedule by the Tender Evaluation committee (TEC) then L-1 shall be contracted to execute the complete supply order.
- b) In case L-1 offers to supply partial order quantity and is assessed to have adequate capacity to supply the offered partial order quantity as per the delivery schedule by the Tender Evaluation committee (TEC) then the L-1 bidder shall be contracted to supply the reduced quantity (which shall be more than the guaranteed

minimum quantity) and rest of the quantity shall be allotted to subsequent bidder(s) provided the successful Bidder(s) are ready to offer the quantity at the rates quoted by L-1.

- c) The quantity resulting from the split as mentioned above in case (b) shall be offered to the successful Bidder(s) after the assessment by the TEC in terms of their capacity to manufacture and supply.
- d) In case L-1 backs out, the RFP shall be cancelled & Bids shall be invited again L-1 shall however be blacklisted from participating in any future bidding and are liable for legal action taken by UPSUGCORP.

23 Contacting the Purchaser

- 23.1 Subject to ITB Clause 20, no bidder shall contact the Purchaser on any matter relating to his/her e-Bid, from the time of the e-Bid opening to the time the Contract is awarded. If the bidder wishes to bring additional information to the notice of the Purchaser, he/she can do so in writing.
- 23.2 Any effort by a bidder to influence the Purchaser in its decisions on e-Bid evaluation, e-Bid comparison or contract award may result in rejection of the bidder's e-Bid.

(D) AWARD OF CONTRACT

24 Award Criteria

- 24.1 The Purchaser will determine to its satisfaction whether the bidder(s) that is selected as having submitted the lowest rate (L-1) evaluated responsive bid meets the criteria specified in ITB Clause 10.2, and is qualified to perform the contract satisfactorily.
- 24.2 Subject to ITB Clause 26, the Purchaser will award the contract to the lowest rate (L-1) evaluated successful Bidder whose bid has been determined to be responsive to all the conditions of the contract and meeting the Technical specification and qualification requirement of the Bidding Document.
- 24.3 In case L-1 offers to supply partial order quantity and is assessed to have adequate capacity to supply the offered partial order quantity as per delivery schedule by the tender Evaluation committee(TEC) then the L-1 bidder shall be contracted to supply the reduced quantity (which shall be more than the guaranteed minimum quantity) and rest of the quantity shall be allotted to subsequent bidder(s) provided the successful Bidder(s) are ready to offer the quantity at the rates quoted by L-1. The quantity resulting from the split as mentioned above in case 22.5 (b) shall be offered to the successful Bidder(s) after the assessment by the TEC in terms of their capacity to manufacture and supply.

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

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

increase or decrease the quantity even after award of contract up to the validity period of E-bid.

- 25.2 If any taxes/duties are increased/ decreased by the Government during the contract period, the same shall be adjusted mutually after submitting the proof by the successful bidder to the Purchaser.
- 26 Purchaser's right to accept any e-Bid and to reject any or all e-Bids
- 26.1 The Purchaser reserves the right to accept or reject any e-Bid, and to annul the e-Bid process and reject all e-Bids at any time prior to contract award, without thereby incurring any liability to the affected bidder or bidders.

27-Notification of Award

- 27.1 The Purchaser will notify the successful bidder in writing by letter/e-mail/fax, that its e-Bid has been accepted. Normally it will be informed within 30 days after opening of E-commercial/financial bid except in unavoidable circumstances.
- 27.2 The notification of award will constitute the formation of the Contract.
- 27.3 The Successful bidder's will have to deposit security money equal to EMD amount in addition to E.M.D.

28- Signing of Contract

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

29- Performance/ Supply Security

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 2025-26 and it will carry no interest. This Performance/Supply Security will be refunded after successful completion of the supply order.

The refund of security deposited with the Corporation shall be subject to timely & satisfactory supply of ordered quantity/quality of material along with satisfactory performance from sugar factory and full & final adjustment of claims/dues of our units recoverable from them after deducting penalty if any, under these terms.

- 30. 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.

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

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

1. Price

- (i) The price should be quoted by the bidders on Ex works basis. The Rate of Boiler Tubes (ERW/Air Heater Tubes) is inclusive of basic rate, Packing Forwarding, loading charges, transit insurance and other relevant miscellaneous expenses, excluding GST and transportation charges. The supplier is required to submit the relevant documents to avail INPUT TAX CREDIT benefit.
- (ii) The final rates/discount mentioned in the E-Bid shall remain firm for the crushing season 2025-26.
- (iii) Any change in the rate of GST by the GOVT may be accepted provided documentary proof of the same is submitted for approval.

2. DISPATCH OF MATERIAL

- (i) The material should be dispatched as per instructions given by the mill society. The material sent by Road Transport should be sent through the reputed Bank approved transport Co. and duly covered with transit Insurance. Seller will ensure that the goods are insured to avoid any loss or damage during transit.
- (ii) The supply of material shall 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.

3. Earnest money

Each bidder should submit through **RTGS/ NEFT/ NET BANKING** for **Rs.50000/- (Rs Fifty Thousand only)** in favour of U.P. State Sugar Corporation Ltd., payable at Lucknow representing earnest money. **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. 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

An amount equal to 5% of the value of the material to be supplied is to be deposited by the successful bidder as Security Money and shall remain with the Purchaser **as Performance/Supply Security** till end of the crushing season 2025-26 and it will carry no interest. This Performance/Supply Security will be refunded after successful completion of the supply order.

The security deposited with the Corporation shall be subjected to timely & satisfactory supply of ordered quantity/quality of material along with satisfactory performance from sugar factory and full & final adjustment of claims/dues of our units recoverable from them after deducting penalty if any, under these terms.

5. **PACKING & FORWARDING:**

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

6. **Payment Terms:**

10% advance, 90% against proforma invoice and against delivery.

7. **Inspection & Rejection**

- (i) The material should strictly confirm to the specifications given in the rate contract/order. The authorized representative of the Corporation/Mill Society may inspect the material at supplier works/godown before taking delivery. The supplier has to provide all facilities in the process of inspection and **will inform to Mill/Corporation for inspection if required.**
- (ii) The sub-standard material and material not conforming to the specifications will be rejected by the mill society. The supplier will arrange the transport of rejected material at their own cost and risk within 15 days from the factory premises.
- (iii) For checking of the genuineness of the material, the sample may be taken out and sent to **inspecting agency/laboratory**. In case the supplied material is found spurious, the same shall be returned by the mill society. The loss on account of cost of material along with interest @18% shall be recovered from the party. Action for Black listing the supplier may also be taken.

8. **SANCTITY**

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

9. **Delivery & Penalty:**

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

10. Variation

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

11. Negotiation.

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

12. SETTLEMENT OF DISPUTES

a- 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.

b- 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.

13. Arbitration

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

14. 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.

15. The bidders who are awarded with the rate contract/ order shall supply the material directly to our mill societies and in no case they shall be allowed to appoint their dealers for supply of material. The manufacturers, who do not supply the material directly, may direct their dealers to participate in the tender and obtain rate contract/order directly from Corporation. However, material has to be dispatched from Principal's Godown directly.
16. 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.
17. Incomplete tender or those without the prescribed EMD may be rejected.
18. The supplier should be registered with the GST department 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 Department wherever applicable. In case of Excise duty included in rates then the related documents will have to be furnished by the party, failing which amount of GST as per prevailing rate/rates will be deducted from payment made by the factory.
19. 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 Cooperative, the amount due to such rate difference is recoverable from the supplier. Charging of higher rates in comparison to UP 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.
20. 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.
21. The bidder should mention the guarantee/warranty period of items to be supplied to our mill. In case the supplied materials fails within this stipulated period, the same shall be replaced by the supplier on free of cost basis.
22. Validity of Rate Contract – **Up to 30/06/2026**
23. Guarantee/Warranty Period - **One Crushing Season.**
24. The manufacturers are directed to furnish the test report for the composition of the material to be supplied to the mills. In case sub standard material is reported by the mill, strict action against the manufacturer shall be taken by way of recovery of amount and black listing of the party for future dealings. Material composition (Metallurgical) certificate will have to be furnished by the supplier to the mill.
25. The random sampling shall also be done for composition of material in some reputed test house. In case the material is not found as per prescribed specification, the supplier shall be debarred from future dealings and their EMD and Security money shall also be forfeited.
26. For **boiler tubes**, IBR certificate shall be furnished with each consignment.
27. Manufacturer's test certificate duly endorsed by SIB as per IBR must be provided by the sellers for the tubes. Also it is to be understood that in the event of quantity being rejected by U.P. Chief Inspector of boilers, sellers will agree to take back and arrange immediate refund/ replacement of same as per purchaser's discretion without any extra charges.
- 27a. Only manufacturers shall be considered for this item hence they have to produce the manufacturing certificate with the technical bid.
28. CDW/ERW tubes should confirm to BS: 3059/Part-II, ERW 360 plain at ends. The tubes will be oiled outside and bundled for dispatch having the ends of bundles suitably bagged and secured.
29. In order to have proper identification of supplied tubes, it would be desirable that all tubes should have manufacturing trade mark in the middle of each tube along with year of manufacturing.
30. In case of unavailability of any required size, which is not manufactured by the supplier, in favour of whom rate contract has been issued, mills are free to procure such particular size from other rate contract parties on same rates, terms and conditions stipulated in the rate contract.

31. 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.
 32. The bidder should submit affidavit for black List/ debarred/disqualified as per attach proforma on Rs.100 Non judicial stamp paper.
 33. If the Rate given by the bidder in U. P. State 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 and the difference of amount will be recovered.
 34. The Sugar Mills have to get tested every Supplied material from reputed test laboratories / origination. In case of getting below Standard report of supplied items, blacklisting of supplier will be executed.
 35. The supplier should produce test certificate of the supplied material from the reputed test laboratories to the Sugar Mill.
 36. 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.
 37. 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.
 38. The yearly turn-over of the supplier/bidder should be at least **1.00 Crore**. 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.
- The ISI marked items shall be preferred (where applicable)
It is mandatory for the supplier/ bidder to produce proof of their capacity/ capability of supply in sugar mills.
39. The Firms/bidders/ suppliers having dispute with the corporation and case is pending in Courts are not eligible for participating in e-tender process.
The Firms/bidders/ suppliers found indulge in canvassing, shall be debarred from participating in e-tender process for 03 years.
 40. 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.
 41. 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 thee-tender. The turnover may be relaxed as per Govt. of India circulars dated 10.03.20216, dated 25.07.20216 & 20.09.2016. 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.

GM (Purchase)

All above Terms and conditions are acceptable to us
Signature of Representative
With Seal of the Firm with Date

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**

SECTION III(A): e- bid FORM

Date:.....

IFB No- PUR/SSC/TENDER/2025-26/48 /P-15

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 **Boiler Tubes (ERW/Air Heater Tubes)** in conformity with the said e-Bid(Section II) of the e-Bid Document and will supply of **Boiler Tubes (ERW/Air Heater Tubes)** from our manufacturing works/units as per specifications (Section III(c)) to your factories in addition to this, the particulars of our organization such as legal status, details of experience and past performance, capability statement and the required e-Bid EMD for in the form of RTGS/ NEFT/ NET BANKING in favour of U. P. State Sugar Corporation Ltd., Lucknow, is furnished with this e-Bid form.

We further undertake, if our e-Bid is accepted, to deliver the **Boiler Tubes (ERW/Air Heater Tubes)** in accordance with the delivery schedule specified in the Schedule of Requirements (Section III (B)).

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

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

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

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

Dated this.....day of2025.....

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 State Sugar Corporation Ltd. located in different parts of U.P. | To be dispatched within 8-10 weeks or as per requirement from receipt of order . | Rs 50,000/- |

SECTION III (C) TECHNICAL SPECIFICATIONS

A- Air Heaters Tubes-

Air heaters tubes should be ERW Steel tubes, minimum 10 SWG thick(2.03 mm thick) suitable for following boilers:

| S.N. | Unit | Description of installed boiler |
|------|---------------------|--|
| 1. | Mohiuddinpur | Boiler of 90 T/hr capacity, 87 ata, 510°C, bagasse based |
| 2. | Pipraich & Munderwa | Boiler of 145 T/hr capacity, 110 ata, 540°C, bagasse based |

B- Sizes and Specifications of AIR HEATER TUBES-

Specification of AHT of Boiler of ISGEC make Boiler of Mohiuddinpur, Pipraich and Munderwa Units are as per following specifications:-

| S.N. | Tube Size | Material Specification | Length(mm) |
|------|----------------------|-----------------------------------|-------------------|
| 1 | O/D 63.50 x 2.03 Thk | SA 423 Grade 1 | 4536 & 4540 |
| 2 | O/D 63.50 x 2.03 Thk | BS 6323, 1982 Part-V, ERW Grade 1 | 4496, 4540 & 4500 |
| 3 | O/D 57.15 x 2.03 Thk | BS 6323, 1982 Part-V, CEW 1 | 2520 & 4550 |

Tolerance of length: As per relevant IS Code

Note: Sizes of air heater tubes will be provided by Units at the time of placing order. Tenderer should offer rates for following AIR HEATER TUBES per meter basis.

| S.N. | Particular | Rates in Rs. (per meter) |
|------|--|--------------------------|
| 1 | Non IBR ERW Air heater tubes confirming to BS-6323 Part-V 1982 Grade1 suitable for boiler air heater Size: 63.50 mm ODx2.03 mm th. | |
| 2 | Non IBR ERW Air heater tubes confirming to BS-6323 Part-V 1982 Grade 1 suitable for boiler air heater Size: 63.50 mm ODx2.34 mm th. | |
| 3 | Non IBR ERW Air heater tubes confirming to BS-6323 Part-V 1982 Grade 1 suitable for boiler air heater Size: 63.50 mm ODx2.64 mm th | |
| 4 | Non IBR tubes confirming to BS-6323 Part-V CEW1 suitable for boiler air heater Size: 63.50 mm ODx2.03 mm th | |
| 5 | Non IBR tubes confirming to SA 423 Grade 1 suitable for boiler air heater Size: 63.50 mm Odx2.03 mm th | |
| 6 | Non IBR tubes confirming to BS-6323 Part-V CEW1 suitable for boiler air heater Size: 57.15 mm ODx2.03 mm th | |

AIR HEATER TUBES (ERW)

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

Note - 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.

SECTION III(D) AGREEMENT

ACCEPTANCE OF ORDER WILL BE TREATED AS AGREEMENT EXECUTED

SECTION III(E) : PERFORMANCE STATEMENT

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

Name of Company/Firm

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

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

SECTION III (F): CAPABILITY STATEMENT (CS)

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

(b) Name of Authorized Official

(c) Phone:

(d) Fax:

(e) E-mail:

(f) Principal place of business

(g) Website of Bidder's Firm

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

| | | Boiler Tubes (ERW/Air Heater Tubes) |
|----|---|-------------------------------------|
| 1 | Manufacturing License for Boiler Tubes (ERW/Air Heater Tubes) issued by Industries department of State. | |
| 2 | Production capacity PER Month | |
| 3 | Acceptance of supply of Boiler Tubes (ERW/Air Heater Tubes) as per BS-3059/PART-II steel 360/1990/ BS-6323 Part-V 1982 IS Specification given in the technical bid and amended up to date | |
| 4 | Authorization letter by the competent authority for the authorized person | |
| 5 | Detail of E.M.D/Tender Fee | |
| 6 | Orders for supply of Boiler Tubes (ERW/Air Heater Tubes) satisfactorily in last three year to sugar mills of Govt/Private sector as per BS-3059/PART-II steel 360/1990/ BS-6323 Part-V 1982 Specification given in technical bid. | |
| 7 | Copy of past three years performance certificate. | |
| 8 | Details of last three years turnover duly certified by Chartered Accountant with UDIN | |
| 9 | Copy of last submitted Income Tax Return and PAN card (self attested) | |
| 10 | Copy of last audited balance sheet | |
| 11 | Details of GST Registration NO | |
| 12 | Affidavit for Black list /debarred/Disqualified/ Integrity Pact as per attach proforma on Rs.100 non judicial Stamp Paper. | |
| 13 | Status of the company along with names of Directors/Partners/Proprietor along with documents | |
| 14 | Sample of the product to be given by the party along with the technical bid (if feasible. | |

Seal and signature of the bidder_____

With Name of Authorized

Official signing the agreement.

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 1-5 are true to my personal knowledge.

Signed and verified on

Deponent

I identify the deponent who has signed before me.

Advocate

CHECK LIST

| S. N. | Clause | Instrument/ Documents required | Page No |
|-------|-------------------------------------|---|---------|
| 1 | Clause 4 (Invitation for e-Bids) | Cost of e-Bid Document in Physical Form | |
| 2 | -do- | Scanned Copy of Cost of e-Bid Document | |
| 3 | Clause 5 (Invitation for e-Bids) | e-Bid EMD in Physical Form | |
| 4 | ITB Clause 21.1 & 21.6 | Proof for supply of Boiler Tubes (ERW/Air Heater Tubes) satisfactorily in last three year to sugar mills of Govt. and private sector as per BS-3059/PART-II steel 360/1990/ BS-6323 Part-V 1982 Specification given in the technical bid. | |
| 5 | ITB Clause 21.3 | Copy of detail of FEE and EMD | |
| 6 | ITB Clause 21.4 | Copy of Authorization letter by the competent authority for the authorized person. | |
| 7 | ITB Clause 21.5 | copies of the registration certificate of industries department of the state for Boiler Tubes (ERW/Air Heater Tubes) | |
| 8 | ITB Clause 21.7 | detail of last three years turnover duly certified by Chartered Accountant with UDIN. | |
| 9 | ITB Clause 21.8 | Copies of details of last submitted Income Tax Return/PAN card (self attested). | |
| 10 | ITB Clause 21.9 | Details of GST Registration | |
| 11 | ITB Clause 21.10 | documentary proof of the Status of the company along with names of Directors/Partners/Proprietor along with documents | |
| 12 | ITB Clause 21.11 | submit sample of the product to be given by the party along with technical bid (if feasible) duly stamped and signed by the e-bidder. | |
| 13 | SECTION II | Acceptance to the Conditions of Contract | |
| 14 | SECTION III(A) | e- bid Form | |
| 15 | SECTION III(B) | Schedule of Requirements | |
| 16 | SECTION III (C) | Technical Specifications | |
| 17 | SECTION III D | Agreement/Order Acceptance | |
| 18 | SECTION III (E) | Performance Statement | |
| 19 | SECTION III (F) | CAPABILITY STATEMENT | |
| 20 | SECTION IV (A) | e-Bid Form | |
| 21 | SECTION IV (B) | BOQ | |

SECTION IV: FINANCIAL e-Bid

IV (A) e –Bid FORM

IV (B) PRICE SCHEDULE/BOQ

SECTION IV (A) : e bid FORM

Date

IFB No. PUR/SSC/TENDER/2025-26/48/P-15

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 supply **Boiler Tubes (ERW/Air Heater Tubes)** 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 of Boiler Tubes (ERW/Air Heater Tubes) from our manufacturing works/unit as per the Technical specifications (Section III (c) to your sugar factories. In addition to this, the particulars of our organization such as legal status principal place of business, details of experience and past performance, capability statement and the required e-Bid security in the form of Demand Draft in favour of U. P. 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 of2025

.....
(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 | | | | | |
|---|--|-----------|-----------------------|--------------|----------------------------|-----------------------|-----------------------|
| Tender Inviting Authority: U.P. State Sugar Corporation LTd. Lucknow | | | | | | | |
| Name of Work: SUPPLY OF BOILER TUBES (ERW/Air Heater Tubes) TO VARIOUS SUGAR FACTORIES OF SUGAR CORPORATION IN UTTAR PRADESH FOR THE SEASON 2025-26 | | | | | | | |
| Contract No: PUR/SSC/TENDER/2025-26/48/P-15 | | | | | | | |
| Bidder Name : | | | | | | | |
| 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) The Rate of SS Tube is inclusive of basic rate, excise duty, VAT/CST, loading charges, transit insurance and other relevant miscellaneous expenses, including transportation charges. | | | | | | | |
| NUMBER # | TEXT # | TEXT # | NUMBER # | NUMBER # | NUMBER # | NUMBER # | TEXT # |
| Sl. No. | Particulars | Units | Basic Price (in. Rs.) | GST (in Rs.) | TOTAL AMOUNT Without Taxes | Total Amount With Tax | TOTAL AMOUNT In Words |
| 1 | 2 | 5 | 6 | 7 | 8 | 9 | 10 |
| 1 | Description | | | | | | |
| 1.01 | Non IBR ERW Air heater tubes confirming to BS-6323 Part-V 1982 Grade1 suitable for boiler air heater Size: 63.50 mm ODx2.03 mm thick | Per Meter | | | 0.00 | 0.00 | INR Zero Only |
| 1.02 | Non IBR ERW Air heater tubes confirming to BS-6323 Part-V 1982 Grade 1 suitable for boiler air heater Size: 63.50 mm ODx2.34 mm thick | Per Meter | | | 0.00 | 0.00 | INR Zero Only |
| 1.03 | Non IBR ERW Air heater tubes confirming to BS-6323 Part-V 1982 Grade 1 suitable for boiler air heater Size: 63.50 mm ODx2.64 mm thick | Per Meter | | | 0.00 | 0.00 | INR Zero Only |
| 1.04 | Non IBR tubes confirming to BS-6323 Part-V CEW1 suitable for boiler air heater Size: 57.15 mm ODx2.03 mm th | Per Meter | | | 0.00 | 0.00 | INR Zero Only |
| 1.05 | Non IBR tubes confirming to BS-6323 Part-6 CEW1 suitable for boiler air heater Size: 63.50 mm ODx2.03 mm thick | Per Meter | | | 0.00 | 0.00 | INR Zero Only |
| 1.06 | Non IBR tubes confirming to SA 423 Grade 1 suitable for boiler air heater Size: 63.50 mm ODx2.03 mm thick | Per Meter | | | 0.00 | 0.00 | INR Zero Only |
| Total in Figures | | | | | 0.00 | 0.00 | INR Zero Only |
| Quoted Rate in Words | | | | | | | |