

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

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Email: upssc.gmpur@gmail.com
Website: www.upsugcorp.in

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

e-bid REFERENCE : PUR/SSC/TENDER/2024-25/417/P-12

LAST DATE AND TIME FOR SUBMISSION OF E-Bids : 18.07.2024 UP TO 6:55 PM

DATE AND TIME OF OPENING OF ONLINE TECHNICAL e-Bids : 19.07.2024 AT 11:15 AM

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

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

e-Bid E.M.D : Rs. 10,00,000/- (Rs. Ten Lakhs Only)

This Document Contains -- 46 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**

NOTE-

1-High Density Polyethylene (HDPE) Polypropylene (PP) Woven Sacks for packaging 50 kilogram Sugar as per IS 14968 : 2015 (as amended) is under mandatory BIS Certification. BIS Certification is a mandatory for a bidder to participate in e-bid for supply of High Density Polyethylene (HDPE) Polypropylene (PP) Woven Sacks for packaging 50 kilogram Sugar as per IS 14968 : 2015 (as amended).

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उत्तर प्रदेश राज्य चीनी निगम लिमिटेड
(उ०प्र० सरकार का एक उपक्रम)

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

Phone: 0522 -2307826,28

Fax No: 0522-23078595

Mail: upstatesugarcorporation@gmail.com

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website:www.upsugcorp.in

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-12

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-Bids

Online e-bids are invited from Original manufacturers (as per details given in tender documents) for supply of **about 35.00 Lakhs HDPE/PP Bags of 50 Kg** on Fixed based supply to various sugar mills of Sugar Corporation in Uttar Pradesh for the season 2024-25. The above quantity of HDPE/PP Bags may vary depending upon the crushing period and the production of sugar.

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 24.06.2024 at 6:55 PM. Interested bidders may view, download the e-Bid document, seek clarification and submit their e-Bid online up to the date and time mentioned in the 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 upto 2:00 PM
(e)	e-Bid submission start date & time (Submission of e-tender fee, EMD and other supporting documents in PDF/XLS format)	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 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. 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 1000000/- (Rupees Ten Lakhs Only) Earnest Money & Tender Fee should be 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, Gomti 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 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 UPSUGARCORP/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 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 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.
- c) Quantity of HDPE/PP bags may vary as per requirement of Sugar Factories. Purchase Committee reserves the right of allotment of quantity of HDPE/PP bags.

2-Contents of e-Bid Document

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

Section I	: Instruction to bidders (ITB);
Section II	: Conditions of 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.

In the Financial bid both basic rate per bag and G.S.T. must be quoted in respective columns of BOQ.

7-e-Bid Form

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

8 e-Bid Price

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

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

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

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

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

9 e-Bid Currencies

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 10,00,000/- (Rs. Ten Lakhs 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 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 security's forfeiture, pursuant to ITB Clause 12.7. If the supplier /bidder is registered with M.S.M.E./Startup, may not submit such E.M.D at the time of technical bid opening. If the tender is final in favour of the supplier registered in the M.S.M.E./Startup, such bidder will have to submit Security Money as per tender document.

12.3 The e-Bid E.M.D shall be in Indian Rupees and shall be in form of 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 50% of e-Bid E.M.D i.e. Rs 5.00 Lakhs of successful bidder will be adjust in security money. Remaining Rs 5.00 Lakhs kept as EMD. No interest shall be payable on it.

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 **2024-25** 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.

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

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

- 15.3 The bidder can search for active tenders through "Search Active tenders" link, select a tender in which he/she is interested in and then move it to 'My Tenders' folder using the options available in the e-Bid Submission menu. After selecting and viewing the tender, for which the bidder intends to e-Bid, from "My Tenders" folder, the bidder can place his/her e-Bid by clicking "Pay Offline" option available at the end of the view tender details form. Before this, the bidder should download the e-tender document and Price Schedule/Bill of Quantity (BOQ) and study them carefully. The bidder should keep all the documents ready as per the requirements of e-tender document in the PDF format except the Price Schedule/Bill of Quantity (BOQ) which should be in the XLS format (Excel sheet).
- 15.4 After clicking the 'Pay 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 18.07.2024** the date as mentioned on page 4 (as the server time displayed in the e-Procurement website).
- 16.2 The Purchaser may, at its discretion, extend this deadline for submission of e-Bid by amending the e-Bid document in accordance with ITB Clause 4, in which case all rights and obligations of the Purchaser and bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

17 Late e-Bid

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

18 Withdrawal and Resubmission of e-Bid

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

"Bid Resubmission" option, click "Encrypt & Upload" to upload the revised e-Bid documents by following the methodology provided in clauses 15.4 to 15.7.

18.5 The bidders can submit their revised e-Bids as many times as possible by uploading their e-Bid documents within the scheduled date & time for submission of e-Bids.

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

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

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

19.A-1 The Purchaser will open all technical e-Bids, in the presence of bidders' representatives who choose to attend at 11:15 AM on 19.07.2024 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 20.07.2024 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 after the 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 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, whether performance of the

party found satisfactory during previous years. Any e-Bid or e-Bids not fulfilling these requirements shall be rejected.

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

- 21.1 Original manufacturers having three year experience of supply of High Density POLYETHYLENE (HDPE)/POLYPROPYLENE (PP) woven sacks for 50 Kg sugar bags satisfactorily to sugar mills and other industries of government and private sector as per IS14968:2015 as amended up to date. The bidder should have adequate experience of manufacturing HDPE/PP grains into HDPE/PP bags of 50 Kg supply for sugar factories for which past three years order copies along with performance certificate if any should also be enclosed with the tender.
- 21.2 The bidder shall submit required documentary proof, failing which the tender shall be rejected.
- 21.3 **High Density Polyethylene (HDPE) Polypropylene (PP) Woven Sacks for packaging 50 kilogram Sugar as per IS 14968 : 2015 (as amended) is under mandatory BIS Certification.**
BIS Certification is a mandatory for a bidder to participate in e-bid for supply of High Density Polyethylene (HDPE) Polypropylene (PP) Woven Sacks for packaging 50 kilogram Sugar as per IS 14968 : 2015 (as amended).
- 21.4 The bidder shall submit the copies of the detail of Tender Fee/E.M.D.
- 21.5 The bidder shall submit the copies of the Authorization letter by the competent authorities for the authorized person.
- 21.6 The bidder shall submit the copies of registration certificate of industries department of the state for production of High Density POLYETHYLENE (HDPE)/POLYPROPYLENE (PP) woven sacks for 50 Kg sugar bags and monthly/annual production capacity (where from supply will be made).
- 21.7 The bidder shall submit the copies of registration certificate of industries department of the state for Fixed of HDPE/PP woven sacks for 50 Kg sugar bags. The bidder shall submit the copies of orders for satisfactory Fixed of HDPE/PP grains into HDPE/PP bags of 50 Kg to sugar factories to Govt. and private sector during the last three years along with performance certificate.
- 21.8 The bidder shall submit the copies of orders for satisfactory supply of HDPE/PP bags of 50 Kg to sugar factories of Govt. and private sector during last three year along with performance certificate .
- 21.9 **The bidder should submit the detail of last three years turnover duly certified by Chartered Accountant with UDIN. The last three years turnover on average basis must not be less than 200.00 Lakhs.**
- 21.10 The bidder shall submit the copies of the last submitted Income Tax Return & PAN card (copy self attested).
- 21.11 The bidder shall submit the copies of the details of GST registration.

- 21.12 The bidder shall submit the documentary proof of the Status of the company along with names of Directors/Partners/Proprietor along with documents.
- 21.13 **Bids are also being invited for coloured bags. The bidder shall submit 10 nos sample white and 10 nos coloured separately of High Density POLYETHYLENE (HDPE)/POLYPROPYLENE (PP) woven sacks for 50 Kg sugar bags manufactured by bidder (50 Kgs) to be produced along with technical bid duly stamped and signed by the bidder with name of the company and BIS CML number printed on each bag. The Sugar Corporation has full right to purchase either white or coloured bags.**
- 21.14 The e-Bids found to be non 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.
- 21.15 It shall be the discretion of the Purchaser to decide as to whether an e-Bid fulfils the evaluation criterion mentioned in this e-tender or not.
- 21.16 The 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.
- 21.17 The bidder shall submit 20 sample (10 white and 10 coloured) bags (as per IS Specification No. IS14968:2015 and latest as amended upto date) of the product. The sample and supplied bag to the mill provided by the bidder can be inspected by an outer agency if Corporation needed anytime during the season.
- 21.18 **The bidder shall submit the break-up of Fixed rate.**
- 21.19 **The bidder shall submit the ISO (Food Safety Management System) and HACCP certificate.**

22 Financial Evaluation and Comparison of e-Bid

- 22.1 The Purchaser will evaluate and compare the financial rates(Conversion Rate) 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 clause 8.1 & 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) Keeping in view smooth and continuous supply to all Sugar Mills of the Corporation, Rate Contract may be awarded in favour of more than one bidders. 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 only if other bidders donot match the L-1 rate. If TEC is of the opinion that L1 party has not adequate capacity to supply full quantity then L-2,L-3.... will be asked to match the L-1 rate and accordingly the order quantity may be divided amongst the bidders at the discretion of the management.
- b) The quantity resulting from the split as mentioned above in case (a) shall be offered to the successful Bidder(s) after the assessment by the TEC in terms of their capacity to manufacture and supply.
- c) In case L-1 backs out without any valid reason his EMD will be forfeited and blacklisted from participating in any future bidding and are liable for legal action taken by UPSUGAR CORPRATION and there should be retender as per UP Govt. procurement guidelines.

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 (a,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 07 days after opening of E-commercial/financial bid except in unavoidable circumstances.
- 27.2 The notification of award will constitute the formation of the Rate Contract/Agreement.
- 27.3 The 50% of e-Bid E.M.D of successful bidder will be converted in security money.

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

- 29.1 The successful bidder shall deposit the security money at the rate of **5% of the value of the number of 50 Kg HDPE/PP bags** for supply whereof offer has been made and accepted by the U.P. State Sugar Corporation Ltd. at Lucknow within 7 days from the date of acceptance of the offer but prior to execution of agreement. No interest shall be paid on the security deposit. However if the supplier takes payment after the supply has been made at the mill end, the above said security may be given in the form of **RTGS/ NEFT/ NET BANKING only** in favour of U.P. State Sugar Corporation Ltd. Payable at Lucknow. The refund of the security deposit shall be subject to timely and satisfactory supply of ordered quantity of HDPE//PP bags and on full and final adjustment of claims/dues of our units recoverable from the suppliers after deducting penalty, if any, under these terms. The earnest money of Rs. 5.00 lakhs shall be adjusted towards security deposit of the successful bidder and remaining Rs. 5.00 lacs will be kept as EMD. The security deposited with Corporation shall be subject to timely & satisfactory supply of ordered quantity 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.

29.2 Before issuing the rate contract/ Agreement, bidder has to submit the **bank guarantee 5%** of the total order value (of number of food grade high density polyethylene (HDPE) / Polypropylene (PP) woven sack with liner for packing of 50 kg of sugar for season 2024-25 in favour of U.P. State Sugar Corporation Ltd. Lucknow) This bank guarantee will be valid upto 31.03.2025 and released after satisfactory supply of allotted HDPE/PP bags.

30 Restriction on Public Procurement from Bidders of neighbouring 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 E-Tender/CONTRACT (CC)

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

1. Price

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

NOTE- Name of sugar mill, crushing season, fssai License no., grade of sugar etc. will be printed on each High Density POLYETHYLENE (HDPE)/POLYPROPYLENE (PP) woven sacks for 50 Kg sugar bags as per requirement of the sugar mill.

2. DISPATCH OF MATERIAL

- (i) The material should be dispatched as per instructions given by the mill. 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 earnest money through RTGS/ NEFT/ NET BANKING for **Rs.1000000/- (Rs Ten Lakhs only)** in favour of U.P. State Sugar Corporation Ltd., payable at Lucknow. 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**

Before executing this agreement, the seller has to deposit with the Corporation a security deposit equivalent to the amount of 5% of the total value of the number of bags after adjusting the 50% value of the EMD (Rs. 10 Lakhs only) through RTGS/ NEFT/ NET BANKING on any Nationalized Bank in favour of U.P. State Sugar Corporation Ltd., Lucknow at Lucknow. Bidder also has to submit the **bank guarantee 5%** of the total order value (of number of food grade high density polyethylene (HDPE) / Polypropylene (PP) woven sack with liner for packing of 50 kg of sugar for season 2024-25 in favour of U.P. State Sugar Corporation Ltd. Lucknow valid upto 31.03.2025) No interest shall be paid on the security deposit. The refund of the security and 50% value of EMD and BG are subject to satisfactory supply of ordered quantity of HDPE/PP bags with liner and on full and final adjustment of claims /dues/penalties of our mill recoverable from the suppliers as per terms mentioned in this agreement.

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:**

100% payment will be made against proforma invoice.

7.A **Inspection:**

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

7.B **Rejection of HDPE/PP Woven Sacks:**

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

The quantity of rejected HDPE/PP Woven Sacks received at the units shall be deemed as having not been supplied against the monthly schedule and in that event the Supplier shall be promptly informed to immediately replace the defective bags with newer ones conforming to prescribed specifications. In case the Suppliers fail to replace the defective bags within 30 days from the date of

their rejection, the Corporation/mill shall have the absolute right to dispose-off these rejected bags through sale in an open auction at the sole risk and cost of the Suppliers.

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

For checking of the genuineness of the material, the sample may be taken out by the factory and sent to inspecting agency/laboratory. 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. 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.

If average weight of hdpe/PP bag is less than 180 gm and more than 172.8 gm, prorata basis deduction on cost will be deducted. hdpe/PP bag less than 172.8 gm weight will not be accepted. (for eg. if average weight of hdpe/PP bag is 172.8 gm then deduction in Fixed cost as $(180-172.8)/180=0.04$ that will be deducted from Fixed cost.)

8. SANCTITY

The Rate Contract/agreement between supplier and the mill/Corporation will be final Agreement. 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:

- a) The supplier shall adhere to the monthly delivery schedule of the respective sugar mill and in no case be allowed the benefit of rise in the price.
- b) In case the quality of HDPE/PP Woven Sacks is not up to the specification and the same is rejected upon receipt, the value of rejected HDPE/PP Woven Sacks together with their landing cost shall have to be made good by the supplier in addition to a penalty equal to 5% of the landing cost of the rejected consignment.
- c) In case any shortage of HDPE/PP Woven Sacks for packing of sugar arises due to non- replacement of rejected bags within the stipulated time limit of 30 days or due to delay in supply of HDPE/PP Woven Sacks as per schedule, the unit concerned shall be at liberty to make alternate arrangement of HDPE/PP Woven Sacks. The additional cost, if any, incurred by the unit in making the alternate arrangement shall be recoverable from the Supplier with levy of a penalty to the extent of 5% of the cost of the bags arranged through alternate sources.
- d) In case the unit is forced to use the rejected HDPE Woven Sacks because of shortage of HDPE Woven Sacks for packing of sugar arising due to non-replacement of rejected bags within the stipulated time limit of 30 days, a penalty to the extent of 5% of the landing cost of the used bags shall be recoverable from the Supplier.
- e) In the event of failure on the part of Supplier in making the supplies even when the proof of readiness of the payment has been provided to the Supplier, the Corporation shall exercise its right to purchase HDPE/PP Woven Sacks from the open market and in that event the Supplier shall be liable to pay to the Corporation actual difference in price/loss, if any.
- f) If after accepting the offer/Rate contract from the Corporation the supplier fails to supply HDPE/PP Woven Sacks, the security deposit shall be forfeited.

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

total supply, then the earnest money deposit of the Supplier shall be forfeited and the party may be blacklisted.

- g) If average weight of hdpe bag is less than 180 gm and more than 172.8 gm, prorata basis deduction on cost will be deducted. hdpe/PP bag less than 172.8 gm weight will not be accepted.

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

10. **Variation**

The Rate contract/Order do not provide any right to supply for a particular quantity and the Purchaser may vary the quantity as per assessment of requirement 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. 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.
16. In complete tender or those without the prescribed EMD may be rejected.

17. 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 Relevant Department 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.
18. The Purchaser reserves the right to reject any or all tenders without assigning any reason. The Purchaser also reserves the right to amend or altogether change the terms & conditions in the overall interest of the Organization before finalization of the Purchase order.
19. The bidder should mention the guarantee/warranty period of items to be supplied to our mills . In case the supplied materials fails within this stipulated period, the same shall be replaced by the supplier on free of cost basis.
20. Validity of Rate Contract – **Up to 30/06/2025** or end of crushing season 2024-25, whichever is later.
21. The yearly turn-over on **average basis** of the supplier/bidder should be **at least 200.00 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.
22. It is mandatory for the supplier/ bidder to produce proof of their capacity/ capability of supply in sugar mills.
23. The Firms/bidders/ suppliers having dispute with the corporation and case is pending in Courts are not eligible for participating in e-tender process.
24. The Firms/bidders/ suppliers found indulge in canvassing, shall be debarred from participating in e-tender process for 03 years.
25. 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.
26. Certificate in respect of Restriction on Public Procurement for bidders of neighbouring countries.to be submitted if applicable.

Chief Engineer (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) AGREEMENT**
- III(E) PERFORMANCE STATEMENT**
- III(F) CAPABILITY STATEMENT**
- III (G) PERFORMANCE BG PROFARMA
(Format will be provided
before execution of Agreement)**

SECTION III(A): e- bid FORM

PUR/SSC/TENDER//2024-25/417/P-12

Date:.....

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 in conformity with the said e-Bid (Section II) of the e-Bid Document and will supply **HDPE/PP bags of 50 Kg** 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 Rs. **1000000/- (Rs.Ten Lakhs Only)** through RTGS/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 **HDPE/PP bags of 50 Kg** in accordance with the delivery schedule specified in the Schedule of Requirements (Section III (B)).

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

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

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

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

Dated this.....day 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 E.M.D
	As per the details given in the SECTION III (C) TECHNICAL SPECIFICATIONS	Various sugar Factories of U.P. State Sugar Corporation Ltd. located in different parts of U.P. (Mohiuddinpur, Munderwa & Pipraich)	To be dispatched within one week or as per requirement of sugar mill from receipt of order .	Rs 10,00,000/- (Rs. Ten Lakhs Only)

SECTION III (C) TECHNICAL SPECIFICATIONS

A. Specifications

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

1. Manufacture

i) Raw Material

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

ii) Fabric

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

iii) Sack

a) Bottom seam

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

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

b) Mouth

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

c) Liner

If required by the buyer, the unlaminated sacks shall be provided with a loose liner to food grade virgin LDPE/LLDPE/HMHDPE conforming to IS 10146. The width of the loose liner shall be 10 percent more than the width of the sack. The thickness of the loose liner, when tested in accordance with A-2 of IS 2508 shall be $70 \mu\text{m} \pm 5$ percent in case of LDPE/LLDPE and shall be $40 \mu\text{m} \pm 10$ percent in case HMHDPE. The bottom seam of the loose liner shall be at least 25 mm from the bottom edge.

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

2. Requirements

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

ii) UV Resistance

The HDPE Woven fabric of sack made out of UV stabilized material shall have at

least 50 percent of the original breaking strength when tested after the same has been exposed to UV radiation and weathering as per method given in Annexure C of the IS Specification No. IS 14968:2015.

iii) Mass of bale

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

3. Printing, Packing and Marking

i) Printing on Sacks

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

Packing

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

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

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

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

iv) Marking

The bales shall be marked with the following information:

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

v) BIS Certification Marking

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

Each sack shall be compulsorily marked with visible recycling logo as given below at a space on bottom of the bag compatible with the art work of the buyer for printing the sack and on the bale.



4. Atmospheric Conditions for Conditioning and Testing

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

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

a- The number of defective sacks in case of visual inspection ends, picks, & dimension is up to 10 percent of the sample size subject to rounding off the fraction to next higher integer. b- None of the sacks and bale of 500 sacks weighs less than 3 percent of specified value and calculated mass of bale respectively.

c- The average breaking strength of fabric in both lengthwise & widthwise directions is not less than the value specified and none of the individual value is more than 10 percent below the specified value. The test shall be carried out on centre portion of the sacks.

d- 10 percent of the samples subject to rounding off the fraction to next higher integer, can have bottom seam strength up to 323 N(33 Kgf) in case of 50 Kg sack and 294 N(30 Kgf) in case of 25 Kg sack, provided that average specified seam strength of all the samples under test is 363 N(37Kgf) in case of 50 Kg sack and 323 N (33 Kgf) in case of 25 Kg sack.

e- No sack shall have percentage of elongation outside the specified range.

f- None of the samples after exposing to UV radiation & weathering shall have breaking strength less than 50 percent of the original breaking strength.

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

SNo.	Characteristic	Requirement	Tolerance
1	Capacity, kg	50	-
2.	Dimensions (see Notes1 and 2): (a) Inside length, mm (b) Inside width, mm	900 590	+20 -10
3.	Ends per dm	48	± 2
4.	Picks per dm	48	± 2
5.	a) Mass of unlaminated sack, g (<i>see Note 3</i>) b) Mass of sack with liner, g	125 As per *AMENDMENT NO. 4* JUNE 2022 TO IS 14968 : 2015, shown below just after table.	± 6 percent
6	Average breaking strength of fabric (Ravelled strip method, $325 \text{ mm} \times 70\text{mm}^1$) min N^2 (Kgf): a) Lengthwise b) Widthwise	900(91.8) 900(91.8)	-
7	Minimum breaking strength of bottomseam (ravelled strip method); Min N^2 (kgf),	400(40.8)	-
8	Elongation at break of fabric, (Ravelled strip method), percent: a) Lengthwise b) Widthwise	20 20	± 5 ± 5
9.	Average breaking strength and elongation at break of UV stabilized HDPE/PP fabric after been exposed to UV radiation and weathering, Min, (kgf)	50% of original value	-
10.	Ash content, Max, percent	2.2	-

Note :

1. The specified dimensions provide for optimum free space of minimum 20 percent of the length when measured along the surface of the fabric from mouth-stitch line of the sacks up to the surface level of contents. Bag manufacturers shall provide suitable printed marking on the sack as a guideline for top folding and stitching.
2. The HDPE/PP woven sacks of specified dimension are suitable for packaging of sugar.
3. The mass of sack is based on fabrics weighing 106g/m^2 for 50 Kg sacks.
¹⁾ width after ravelling =50mm, Gauge length =200mm
²⁾ 1 N =0.102Kg (approximately)

***AMENDMENT NO. 4 JUNE 2022 TO IS 14968 : 2015 TEXTILES—HIGH DENSITY POLYETHYLENE (HDPE)/POLYPROPYLENE (PP) WOVEN SACKS FOR PACKAGING 50 kg/25 kg SUGAR — SPECIFICATION (First Revision)**

[Page 2, Table 1, Sl No. v), b), col (2) to (6)] — Substitute the following for the existing: ‘b) Mass of the sack with liner, g

		IS 1964
- PP liner	179 –	+6 percent –4
- LDPE/LLDPE liner	180 –	+6 percent –4
- HMHDPE liner	182 –	+6 percent ' –4

[Page 3, Clause 8.4, (b)] — Substitute the following for the existing:

‘b) The mass of the individual sack or bale of 500 sacks shall not be less than the lower specified limit. A tolerance of ± 6 percent for mass of individual sack without liner and +6 percent for mass of individual

–4

Sack with liner shall be applicable. For mass of bale of 500 sacks, a tolerance of ± 3 percent shall be applicable. However higher mass for individual sacks (with or without liner) and its bale of 500 sacks can be accepted.’

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

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

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

DATED

III(D) Agreement

AGREEMENT(50 Kg)

This agreement made on day of between the Uttar Pradesh State Sugar Corporation Ltd. A State Govt. Undertaking and having its registered office at Vipin Khand , Gomtinagar, Lucknow U.P., with expression where the context so admit, include their constituent corporation Sugar Mills and Successors, executors, administrators and assign) of the one part hereinafter called the 'Buyer" and M/s a registered company firm under the Companies Act, 1956/Partnership Act, (hereinafter called "The Seller" which expression where the context so admits include their successors, executors, administrators and assigns) on the other part.

WHEREAS the Corporation requires the supply of Food Grade High Density Polyethylene (HDPE) /Polypropylene (PP) woven sacks for 50 Kg sugar bags ISI marked and well pressed of the mills in sound storing conditions and conforming to **ISI specification no.14968:2015**, as amended up to date.

Sl No.	Characteristic	Requirement	Tolerance
1	Capacity, kg	50	-
2.	Dimensions (see Notes1 and 2): (a) Inside length, mm (b) Inside width, mm	900 590	+20 -10
3.	Ends per dm	48	±2
4.	Picks per dm	48	±2
5.	a) Mass of unlaminated sack, g (see Note 3) b) Mass of sack with liner, g	125 As per AMENDMENT NO. 4 JUNE 2022 TO IS 14968 : 2015,	±6 percent
6	Average breaking strength of fabric (Ravelled strip method, 325 mm x 70mm ¹) min N ² (Kgf): a) Lengthwise b) Widthwise	900(91.8) 900(91.8)	-
7	Minimum breaking strength of bottom seam (ravelled strip method); Min N ² (kgf),	400(40.8)	-
8	Elongation at break of fabric, (Ravelled strip method), percent: a) Lengthwise b) Widthwise	20 20	±5 ±5
9.	Average breaking strength and elongation at break of UV stabilized HDPE/PP fabric after been exposed to UV radiation and weathering, Min, (kgf)	50% of original value	-
10.	Ash content, Max, percent	2.2	-

Note :

1. The specified dimensions provide for optimum free space of minimum 20 percent of the length when measured along the surface of the fabric from mouth-stitch

- line of the sacks up to the surface level of contents. Bag manufacturers shall provide suitable printed marking on the sack as a guideline for top folding and stitching.
2. The HDPE/PP woven sacks of specified dimension are suitable for packaging of sugar.
 3. The mass of sack is based on fabrics weighing 106g/m² for 50 Kg sacks.
 - ¹⁾ width after ravelling =50mm, Gauge length =200mm
 - ²⁾ 1 N =0.102Kgf (approximately)

AND WHEREAS the seller has agreed to supply () nos of High Density Polyethylene (HDPE) /Polypropylene (PP) woven sacks for 50 Kg sugar bags

subject to the terms and conditions of this agreement as also in terms of the by laws for trading in Food grade Polyethylene (HDPE) Woven sacks **with LDPE/LLDPE liner.**

NOW IT IS HEREBY AGREED BETWEEN THE PARTIES :

1. The seller undertakes to supply only ISI marked food grade HDPE/PP bags conforming to ISI identification no 14968:2015 as amended up to date.
2. The price of Rs.....(Rs.....) per bag all supplies of HDPE/PP Bags strictly confirming to above specification shall be payable to the seller in terms of value per no. loading charges, transit insurance ,transportation charges,GST and other miscellaneous expenses. The Seller will ensure that HDPE/PP bags supplied are fully insured upto the destination i.e. mill society. The seller is required to submit relevant papers to avail Input Credit benefit.
If the purchaser opt for multi colour printing on one side of HDPE/PP bags, the printing charges per bag will be paid separately to the party. The bidder will prepare and provide the design of the printing pattern as suggested by the purchaser/sugar mill. Thereafter the seller/ bidder will supply multi colour printed bags after getting approval of the designed pattern.

The Seller will ensure that HDPE/PP bags supplied with liner are fully insured up to the destination i.e. sugar mill. The seller is required to submit relevant papers to avail Input Credit benefit.

3. **a-** Before executing this agreement, the seller has to deposit with the Corporation a security deposit equivalent to the amount of 5% of the total value of the number of bags after adjusting the 50% value of the EMD (Rs. 10 Lakhs only) through RTGS/ NEFT/ NET BANKING on any Nationalized Bank in favour of U.P. State Sugar Corporation Ltd., Lucknow at Lucknow. No interest shall be paid on the security deposit. The refund of the security and 50% value of EMD is subject to supply of ordered quality and quantity of HDPE/PP bags with liner and on full and final adjustment of claims /dues/penalties of our mill recoverable from the suppliers as per terms mentioned in this agreement.
b- Before issuing the rate contract, bidder have submitted the bank guarantee 5% of the total order value (of number of food grade high density polyethylene (HDPE) / Polypropylene (PP) woven sack with liner for packing of 50 kg of sugar for season 2024-25 in favour of U.P. State Sugar Corporation Ltd. Lucknow valid upto 31.03.2025).

4. It is further agreed that upon receipt of monthly delivery schedule from the Corporation/ sugar mills, the seller shall gear up the production activity in such a way so as to keep in readiness the sufficient number of bags and to ensure delivery as per schedule.

5. PENALTY

- a) The supplied HDPE/PP bags with liner may be inspected by sugar mill/Corporation. The samples selected randomly by the sugar mill will be get tested as and when required from reputed Laboratory/ CIPET Lab. In case the supplied bags are found defective in respect of size, stitching, weight, joint bags or breaking strength, the same shall be rejected by the mill. The mill will inform the manufacturer/supplier about the rejection of the bags and reasons thereof. In case of rejection of the HDPE/PP bags, the manufacturer/supplier is liable for the following:
 - b) In case the quality of HDPE/PP Woven Sacks with liner is not found as per the specification and the same is rejected upon receipt, the value of rejected HDPE/PP bags Woven Sacks together with their landing cost shall have to be paid by the supplier along with penalty equal to 5% of the landing cost of the rejected consignment.
 - c) In case any shortage of HDPE/PP Woven Sacks with liner for packing of sugar arises due to non- replacement of rejected bags within the stipulated time limit of 30 days or due to delay in supply of HDPE/PP Woven Sacks as per schedule, the unit concerned shall be at liberty to make alternate arrangement of HDPE/PP Woven Sacks. The additional cost, if any, incurred by the unit in making the alternate arrangement shall be recoverable from the Supplier with levy of a penalty to the extent of 5% of the cost of the bags arranged through alternate sources.
 - d) In case the unit is forced to use the rejected HDPE/PP Woven Sacks because of shortage of HDPE/PP Woven Sacks for packing of sugar arising due to non-replacement of rejected bags within the stipulated time limit of 30 days, a penalty to the extent of 5% of the landing cost of the used bags shall be recoverable from the Supplier.
 - e) In the event of failure on the part of Supplier in making the supplies even when the proof of readiness of payment has been provided to the Bidder, the Corporation/ sugar mills shall exercise its right to purchase the HDPE/PP woven Sacks with liner from the open market and in that event the Supplier shall be liable to pay to the Corporation/ mills actual difference in price/loss if any.
 - f) If after accepting the offer/Rate contract from the Corporation the supplier fails to supply HDPE/PP Woven Sacks, the earnest money deposit shall be forfeited.
 - g) If at the end of the season 2024-25 i.e. date of closure of respective sugar mill the balance quantity of rejected bags not replaced by the Supplier exceeds 1% of the total supply, the security money deposited by the Supplier shall be forfeited. If the total rejection including the replaced bags exceeds 3% of the total supply, then the security deposit of the Supplier shall be forfeited and the party may be blacklisted.
 - h) If average weight of hdpe/PP bag is less than 180 gm and more than 172.8 gm, prorata basis deduction on cost will be deducted.**

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

6. i) The final rates mentioned in the E- tender shall remain firm for the crushing season 2024-25.
 - ii) Any change in the rate of GST duty, Taxes etc. may be accepted provided documentary proof of the same is submitted for approval.
 - iii) Manufacturer may be required to put an additional coloured stripe of desired coloured as directed by Corporation for identification of the manufacturer/company of which Polyethylene (HDPE) /PP Woven sacks is supplied as per applicability.
 - iv) Manufacturer/Supplier is required to deposit ten bags as sample of the company in Corporation office at the time of tender opening. The Corporation may get the sample inspected by any Agency or reputed Test House for ensuring that of the samples conform to the ISI Specification for Food grade Polyethylene (HDPE)/PP Woven Sacks for packing of 50Kg of Sugar.
 - v) Those manufacturer/bidder whose offer is accepted by Corporation shall have to enter into an agreement with the Corporation on a non-judicial stamp paper of Rs. 100/-. The agreement is required to be executed by the proprietor/partner or a senior executive of the manufacturer/bidder whose offer has been accepted.
7. Name of sugar mill, crushing season, grade of sugar etc. will be printed on each HDPE bag as per requirement of the sugar mill.

8. Earnest money

Each tenderer/bidder should submit through RTGS/ NEFT/ NET BANKING a sum of **Rs.10,00,000/- (Rs. Ten Lakhs only)** in favour of U.P. State Sugar Corporation Ltd., payable at Lucknow representing earnest money. The tenders without earnest money as above shall not be entertained (Central/State Government agencies or organizations are exempted from the requirement of EMD)

9. Security Money

- a- Successful bidder shall have to deposit the Security money at **the rate of 5% of** the value of estimated supply of HDPE/PP bags after adjusting the EMD with liner for packing of 50 Kg of Sugar for the season 2024-25, through RTGS/ NEFT/ NET BANKING in favour of Corporation, payable at Lucknow. No interest shall be paid on the security deposit. The refund of the security deposit shall be subject to timely and satisfactory supply of ordered quantity/quality of Food Grade Polyethylene (HDPE/PP) Woven Sacks for packing of 50 kg of sugar and on full and final adjustment of claims/dues of our units recoverable from the suppliers after deducting penalty, if any under these terms. From the deposited EMD of Rs 10.00 Lakhs, Rs. 5.00 Lakhs shall be adjusted towards security deposit and rest Rs 5.00 Lakhs will remain as EMD of the successful bidder .
- b) Before issuing the rate contract, bidder have submitted the bank guarantee 5% of the total order value (of number of food grade high density polyethylene (HDPE) / Polyproplene (PP) woven sack with liner for packing of 50 kg of sugar for season 2024-25 in favour of U.P. State Sugar Corporation Ltd. Lucknow valid upto 31.03.2025).

10. Delivery:

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

hampered.

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

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

11. Payment Terms:

100% payment will be made against proforma invoice.

12. Inspection

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

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

13. Rejection of HDPE/PP Woven Sacks:

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

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

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

14. Variation

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

15. Negotiation & Execution of Agreement.

The proprietor/partner of the Supplier shall either be present personally or depute their Senior Executive capable of taking spot decision for participation in the commercial discussion (date of discussion to be informed at the time of tender opening) and subsequently (in the vent of award of Rate contract) for executing the

agreement along with power of attorney on non judicial stamp paper of requisite value.

- 16. In complete tender or those without the prescribed EMD may be rejected.
- 17. Quantity of HDPE/PP bags may vary ± 15 percent as per requirement of sugar factories.
- 18. The Purchaser reserves the right to reject any or all tenders without assigning any reason. The Purchaser also reserves the right to amend or altogether change the terms & conditions in the overall interest of the Organization before finalization of the Purchase order/Agreement.
- 19. The purchase committee reserves the right of allotment of quantity of HDPE/PP bags.

20. ARBITRATION :

Any dispute arising out of the above agreement of supply of HDPE Bags, Shall be referred by the supplier or by the concerned indenting coop. Sugar Factory and / or by this Corporation to the department of Sugar Industry and Cane Development Govt. of U.P. for appointing Arbitrator. The Arbitrator appointed by the Secretary Department of Sugar Industry and Cane Development Department of Govt. of U.P. will act as Sole Arbitrator, under the Arbitration and Conciliation Act 1996 which shall be deemed to be a reference on behalf of both the parties and his award shall be binding on both the parties as per law.

- 21. The parties of this agreement agree that principal civil court of original Jurisdiction district Lucknow subordinate to the High Court Allahabad (Lucknow Bench) alone have jurisdiction to the exclusion of all other courts.
- 22. In Witness where of -----, General Manager (Purchase) U.P. State Sugar Corporation Ltd., Vipin Khand, Gomtinagar, Lucknow on behalf of the purchaser/buyers & Sri on behalf of the manufacturer/bidder have signed this agreement on date & year first above written.

On Behalf of Purchaser
1.....

On behalf of seller
1

(Name of Authorised person,designation (Name of Authorised person,designation
 Signed,sealed and delivered by the said) Signed,sealed and delivered by the said)

Witness-
in the presence of

1..... 1

.....

..... 2. 2

.....

.....

SECTION III(D) AGREEMENT

ACCEPTANCE OF ORDER/RC WILL BE FOLLOWED BY EXECUTION OF AGREEMENT

SECTION III(E) : PERFORMANCE STATEMENT

HDPE/PP Bags (50 kg) 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) E-mail:
 (e) Bank details: (Name of account holder, Account No, Bank and branch name, IFSC Code).
 (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:

S N	Description	HDPE/PP bags of 50 Kg
1	Manufacturing License for manufacturing HDPE/PP bags of 50 Kg issued by Industries department of State.	
2	Production capacity PER Month	
3	Authorization letter by the competent authority for the authorized person	
4	Detail of E.M.D/Tender Fee along with cancelled cheque of bank account.	
5	Orders/ performance certificate for supply of HDPE/PP bags of 50 Kg satisfactorily in last three year to sugar mills and other industries of Govt/Private sector as per Specification given in technical bid.	
6	Details of last three years(2021-22, 2022-23 & 2023-24) turnover duly certified by Chartered Accountant(with UDIN)	
7	Copy of last submitted Income Tax Return and PAN card	
8	Copy of last audited balance sheet (with UDIN)	
9	Details of GST Registration No.	
10	Affidavit for Black list /debarred/Disqualified as per attach performa on Rs.100 non judicial Stamp Paper	
11	Status of the company along with names of Directors/Partners/Proprietor along with documents	
12	Sample of the product 20 Nos.(10 white & 10 Coloured) to be given by the party along with the technical bid.	
13	BIS Certification as per IS 14968 : 2015 (as amended). License No/Validity-	
14	Test certificate of CIPET / Affidavit for test certificate issued by CIPET	
15	Detail of cost of production- 1. Cost of raw material as on tender date. 2. Fixed Cost 3. Other Expenses 4. Profit Margin 5. Total Cost per bag	
16	Detail of ISO (Food Safety Management System)	
17	Detail of HACCP certificate	
	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 1-10 are true to my personal knowledge.

Signed and verified on

I identify the deponent who has signed before me.

Deponent

Advocate

CHECK LIST

Sl No	Clause	Instrument/ Documents required	Page No
1	Clause 6 (Invitation for e-Bids)	Proof of Cost of e-Bid Document	
2	Clause 12.1 (Invitation for e-Bids)	Scanned Copy e-Bid EMD receipt	
3	ITB Clause 21.1 & 21.6	Proof for supply of HDPE/PP bags of 50 Kg satisfactorily in last three year to sugar mills and other industries of Govt. and private sector. as per Specification given in the technical bid.	
4	ITB Clause 21.4	Copy of cancelled cheque of bank account	
5	ITB Clause 21.5	Copy of Authorisation letter by the competent authority for the authorized person.	
6	ITB Clause 21.6	Copies of the registration certificate of industries department of the state for manufacturing of HDPE/PP Bags.	
7	ITB Clause 21.8	Detail of last three years turnover duly certified by Chartered Accountant with UDIN.	
8	ITB Clause 21.9	Copies of details of last submitted Income Tax Return/PAN card (self attested).	
9	ITB Clause 21.10	Details of GST Registration	
10	ITB Clause 21.11	Documentary proof of the Status of the company along with names of Directors/Partners/Proprietor along with documents	
11	ITB Clause 21.13	Submit sample of the product (10 Nos.) to be given by the party along with technical bid duly stamped and signed by the e-bidder .	
12	Clause 21.2 & 21.3	Copy of BIS Certification.	
13	Test Certificate	Test certificate of CIPET / Affidavit	
14	ISO Certificate	Detail of ISO (Food Safety Management System)	
15	HACCP Certificate	Detail of HACCP certificate	
16	SECTION II	Acceptance to the Conditions of Contract	
17	SECTION III(A)	e- bid Form	
18	SECTION III(B)	Schedule of Requirements	
19	SECTION III (C)	Technical Specifications	
20	SECTION III D	Agreement / Order Acceptance	
21	SECTION III (E)	Performance Statement	
22	SECTION III (F)	Capability Statement	

SECTION IV: FINANCIAL e-Bid

IV (A) e –Bid FORM

IV (B) PRICE SCHEDULE/BOQ

SECTION IV(A) : e bid FORM

PUR/SSC/TENDER/2024-25/ 417/P-12

Date-----

To:
The 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 the **HDPE/PP Bags of 50 Kg** inconformity with the said e-Bid Documents for the rates as may be ascertained in accordance with the schedule of rates attached herewith and made part of this e-bid, and hereby undertake that we accept all terms and conditions of E-Tender/contract (section II) of the e-Bid Document and will supply HDPE/PP Bags of 50 Kg 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 through RTGS/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 Limited. Lucknow

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

Contract No: PUR/SSC/Tender/2024-25/417/P-12

Name of the Bidder/

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)

NUMB	TEXT #	TEXT #	NUMBER #	NUMBER	NUMBER #	NUMBER #	TEXT #
Sl. No.	Item Description	Units	Basic Price Per Bag including transportation (F.O.R. Destination), packing & forwarding, transit insurance, loading and any other charge (EXCLUSIVE GST) (in Rs.)	GST Rs. P	TOTAL AMOUNT Without Taxes Rs. P	TOTAL AMOUNT With Taxes Rs. P	TOTAL AMOUNT In Words
1	2	3	4	5	6	7	8
1	SUPPLY OF HIGH DENSITY POLYETHYLENE (HDPE)/POLYPROPYLENE (PP) WOVEN SACKS WITH LINER SACKS (WHITE) FOR PACKING 50 Kg. SUGAR as per IS 14968:2015 OF BIS UPTO AMENDED AS ON 20.06.2022 FOR VARIOUS SUGAR FACTORIES OF CORPORATION IN UTTAR PRADESH FOR THE SEASON 2024-25						
1.01	Mohiuddinpur (Meerut)	Per Bag			0.00	0.00	INR Zero Only
1.02	Munderwa (Basti)	Per Bag			0.00	0.00	INR Zero Only
1.03	Pipraich (Gorakhpur)	Per Bag			0.00	0.00	INR Zero Only
2	SUPPLY OF HIGH DENSITY POLYETHYLENE (HDPE)/POLYPROPYLENE (PP) WOVEN SACKS WITH LINER SACKS (COLOURED) FOR PACKING 50 Kg. SUGAR as per IS 14968:2015 OF BIS UPTO AMENDED AS ON 20.06.2022 FOR VARIOUS SUGAR FACTORIES OF CORPORATION IN UTTAR PRADESH FOR THE SEASON 2024-25						
2.01	Mohiuddinpur (Meerut)	Per Bag			0.00	0.00	INR Zero Only
2.02	Munderwa (Basti)	Per Bag			0.00	0.00	INR Zero Only
2.03	Pipraich (Gorakhpur)	Per Bag			0.00	0.00	INR Zero Only
Total in Figures					0.00	0.00	INR Zero Only
Quoted Rate in Words					INR Zero Only		