

**Kisan Sahkari Chini Mills Ltd., Sneh Road, Najibabad,
District Bijnor**

Email: snehroad1990@gmail.com

Website: www.upsugarfed.org

**COMPETITIVE e-AUCTION FOR
Sale of 25000 Qtl Surplus Loose Bagasse**

e-Auction REFERENCE	: 143/Pur/2023-24
LAST DATE AND TIME FOR SUBMISSION OF DOCUMENTS FOR E-AUCTION	: 29/04/2024 UPTO 01:00 PM.
DATE AND TIME OF APPROVAL OF ON LINE e-AUCTION	: 29/04/2024 FROM 3:30 PM to 6:00P.M.
PLACE OF OPENING OF e-Bids	: Kisan Sahkari Chini Mills Ltd. Sneh Road, Najibabad (U.P)
ADDRESS FOR COMMUNICATION	: General Manager Kisan Sahkari Chini Mills Ltd. Sneh Road, Najibabad, Bijnor-246763
e-Auction EMD	: Rs. 300000.00 (Three Lac Only)

This Document Contains -- 17 **Pages**

It will be the responsibility of the e-Participants to check website <https://eauction.gov.in> for any amendment through corrigendum in the e-Auction document. In case of any amendment, e-Participants will have to incorporate the amendments in their e-Auction accordingly.

Document Processing /Cost + 18% GST : **Rs 590.00**

**Kisan Sahkari Chini Mills Ltd., Sneh Road, Najibabad,
District Bijnor**

Email: snehroad1990@gmail.com

Website: www.upsugarfed.org

E-Auction Notice

143/Pur/2023-24

Date: 23/04/2024

Online E-Auctions are invited for Sale of 25000 Qtl Surplus Loose Bagasse of Season 2023-24. E-Auction can be uploaded up to 02:00 P.M on 24/04/2024.

S.NO.	Particulars	Start Date and Time	End Date and Time
1.	Document upload time	24/04/2024 06:00 PM	29/04/2024 01:00 PM
2.	Approval date	29/04/2024 03:30 PM	29/04/2024 06:00 PM
3.	Auction Start	30/04/2024 10:00 AM	30/04/2024 02:00 PM

The e-Auction EMD is Rs.300000.00 for Sale of 25000 Qtl Surplus Loose Bagasse of Season 2023-24.

The details for submission of e-Auctions will be available on the e-auction portal <http://eauction.gov.in> and also on Federation website www.upsugarfed.org from 24/04/2024 at 06.00 P.M. General Manager, Kisan Sahkari Chini Mills Ltd, Sneh Road, Najibabad (Bijnor) has the right to cancel any or all the e-Auctions without assigning any reason thereof. The decision of the General Manager shall be the final and binding.

इस निविदा के संबंध में सभी संशोधन, स्पष्टीकरण, शुद्धिपत्र, परिशिष्ट, समय वृद्धि आदि को केवल <http://eauction.gov.in> एवं www.upsugarfed.org पर ही दिया जायेगा। निविदादाता अद्यतन जानकारी के लिए नियमित रूप से इन वेबसाइट्स को पढते रहे।

GENERAL MANAGER

INVITATION FOR e-Auction

Online e-Auction are invited for **Sale of 25000 Qtl Surplus Loose Bagasse of Season 2023-24** within UP and outside state. Participants are advised to study the Auction Document carefully. Submission of e-Auction against this Auction shall be deemed to have been done after careful study and examination of the procedures, terms and conditions of the Auction Document with full understanding of its implications.

1. The Auction document is available at website <http://eauction.gov.in> or Federation's website www.upsugarfed.org from **24/04/2024 at 03:00 PM**. Interested Participants may view, download the e-Auction document, seek clarification and submit their e-Auction online up to the date and time mentioned in the table below:

S.NO.	Particulars	Start Date and Time	End Date and Time
1.	Document upload time	24/04/2024 06:00 PM	29/04/2024 01:00 PM
2.	Approval date	29/04/2024 03:30 PM	29/04/2024 06:00 PM
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(j)	Contact officer	Name: Sukhvir Singh PCS (G.M), Mobile: 7880888926 Name: Neeraj Pandey, Mobile: 7880888930 Name: Anurag Singh (Pur Inc.), Mob.: 9410400496 Email: snehroad1990@gmail.com Sri Ritvik Saxena, Federation- 09415528023; 07880888823
(k)	Cost of e-Auction document	Rs 590.00 (Rupees Five Hundred Ninety only) (Non-refundable)
(l)	e-Auction Earnest Money	Rs. 300000.00 (Three Lac Only)
(m)	Earnest Money	Earnest Money & Auction Fee Deposited through RTG in favour of Kisan Sahkari Chini Mills Ltd , payable at Najibabad. The Details are as under. Name of Bank & Branch :: Punjab National Bank , Branch Najibabad IFSC Code No. :: PUNB0035700 Bank A/C No. :: 0357000101876802 Name of beneficiary :: PUNJAB NATIONAL BANK BRANCH Najibabad

2. The Participants need to submit the proof/cost of e-Auction document/processing as stated in the above table in through **RTGS / NEFT/ NET BANKING** in favour of Kisan Sahkari Chini Mills Ltd, payable at Najibabad. The scanned copy of the **RTGS / NEFT/ NET BANKING** must be enclosed.
3. All e-Auction must be accompanied by e-Auction Earnest Money Deposit (EMD) in the form of **RTGS / NEFT/ NET BANKING**, drawn in favour of Kisan Sahkari Chini Mills Ltd, payable at Najibabad.. The scanned copy of the **e-Auction EMD** must be uploaded

along with the e-Auction before opening of technical e-Auction Bid. No Interest would be payable on e-Auction (Earnest Money) deposited with the Federation.

4. The General Manager, Kisan Sahkari Chini Mills Ltd, Najibabad reserves the right to cancel any or all the e-Auction/annul the e-Auction process without assigning any reason thereof. The decision of General Manager, Kisan Sahkari Chini Mills Ltd, Najibabad will be final and binding.
5. In the event of date specified for e-Auction opening being declared a holiday for relevant Sugar Mill's offices then the due date for opening of e-Auction shall be the following working day at the appointed time and place.
6. All the required documents should be uploaded by the e-Participant electronically in the PDF format. The required electronic documents for each document label of Technical (Fee details, Qualification details, e-Auction Form) schedules/packets can be clubbed together to make single different files for each label.

SECTION I : INSTRUCTIONS TO PARTICIPANTS (ITP)

(A) THE AUCTION DOCUMENT

1-Cost of e-Auction

- 1) The Participant shall bear all costs associated with the preparation and submission of its e-Auction and Kisan Sahkari Chini Mills Ltd, Najibabad Distt Bijnor hereinafter referred to as “the Seller”, will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the e-Auction process.
- 2) This Auction document is available on the web site <http://eAuction.gov.in> and www.upsugarfed.org to enable the Participants to view, download the e-Auction document and submit e-Auction online up to the last date and time mentioned in e-Auction notice/e-Auction document against this e-Auction. The Participants shall have to pay e-Auction document fee of Rs 590.00 (Rupees Five Hundred Ninety Only) through **RTGS/ NEFT/ NET BANKING** payable in favour of Kisan Sahkari Chini Mills Ltd, payable at Najibabad.. The scanned copy of the **RTGS / NEFT/ NET BANKING** must be uploaded along with the e-Auction before opening of the technical e-Auction. This e-Auction document fee of Rs. 590.00 will be non-refundable.
- 3) The price of Loose Bagasses. The rates should be quoted net and other taxes and duties shall be payable by the buyer as applicable / prevailing at the time of lifting of Loose Bagasses.
(a) Rate of Loose Bagasses (Rs per quintal).

4) e-Auction Currencies

Prices shall be quoted in Indian Rupees only.

5) e-Auction Earnest Money Deposit (EMD)

The Participant shall furnish, as part of its e-Auction, an e-Auction EMD of Rs. 300000.00 (Three Lac Only) in the form of **RTGS/NEFT/NET BANKING**, in favour of Kisan Sahkari Chini Mills Ltd, payable at Najibabad.. The scanned copy of the e-Auction EMD must be submitted along with the e-Auction and the original

should reach the Seller's office at Kisan Sahkari Chini Mills Ltd, Najibabad Distt Bijnor before opening of technical e-Auction.

- 6) Unsuccessful Participant's e-Auction EMD will be returned upon the written request through **RTGS/NEFT/NET BANKING** as per your bank details.
- 7) The successful Participant's e-Auction EMD will be refunded after the timely Lifting of Loose Bagasses

8) Period of Validity of e-Auction

- 8.1 e-Auction shall remain valid for lifting of Loose Bagasses for 30 working days from the date of issue of sale order

(B) e-Auction OPENING AND EVALUATION OF e-Auction

9 Evaluation of technical e-Auction and Evaluation Criteria

- 9.1 The Seller will examine the e-Auction to determine whether they are complete, whether they meet all the conditions of the Contract, whether required e-Auction fee, e-Auction EMD and other required documents have been furnished, whether the documents have been properly digitally signed, and whether the e-Auction are generally in order. Any e-Auction or e-Auction not fulfilling these requirements shall be rejected.
- 9.2 The Participants shall submit the scanned copies of following as documentary proof for evaluation of their technical e-Auction:-
- 9.3 The Participant shall upload the copies of the detail of E.M.D. The e-Auction submitted without required documentary proof shall be rejected.
- 9.4 The Participant shall submit the copies of the Authorization letter by the General Manager for the authorized person. The e-Auction submitted without required documentary proof shall be rejected.
 - i. Name .
 - ii. Designation - If Company employee
 - iii. List of member of director to be submitted for verification of signature of authorized person if person is not employee of Distillery/ Company.

The e-Auction submitted without required documentary proof shall be rejected.

9.5 (A) If Participant is a proprietorship firm or registered firm, then copy of registration from Registrar of firms along with partnership deed/GST certificate to be submitted.

OR

9.6 (B) If the Participant is a company then copy of certificate of incorporation issued by the Registrar of companies of the state along with memorandum of Association & article of association.

9.7 The Participant shall submit the copies of the details of GST registration and PAN no self attested. The e-Auction submitted without required documentary proof shall be rejected.

9.8 The e-Auction found to be not responsive to and not fulfilling all the conditions of the contract and not meeting Technical Specifications and Qualification Requirements to the satisfaction of Seller shall be rejected and may not subsequently be made responsive by the Participant by correction of the non-conformity. The e-Auction of Participants mentioning any of their conditions which are not mentioned in the e-Auction document or are not in conformity with the conditions of the contract shall be rejected.

9.9 It shall be the discretion of the Seller to decide as to whether an e-Auction fulfils the evaluation criterion mentioned in this e-Auction or not.

9.10 The Participants are advised not to mix financial Auction documents with the PDF documents submitted for technical Auction. The e-Auction of the Participant having financial Auction document in the technical Auction will out rightly be rejected.

9.11 The commercial quotes of the Highest Participant (H-1) shall be eligible for purchase of Loose Bagasses. The Quantity offered by the H-1 shall be first taken into consideration.

9.12 The Participants are required to give their maximum rates in the Auctions though generally negotiation will not be held.

9.13 In case H-1 offers partial quantity for lifting then balance of the quantity shall be allotted to subsequent Participant(s) provided the successful Participant(s) are ready to offer the rates quoted by H-1.

9.14 In case H-1 backs out, the Auction shall be cancelled & Auction shall be invited again. H-1 shall however be blacklisted from participating in any future auction of Loose Bagasses in Kisan Sahkari Chini Mills Ltd, Najibabad Distt Bijnor and are liable for legal action taken by Kisan Sahkari Chini Mills Ltd, Najibabad Distt Bijnor.

10 Documents Establishing Participant's Qualification

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

The documentary evidence of Participant's qualification to perform the Contract if its e-Auction is accepted shall be as per Qualification Requirements specified in following table.

SI No	Clause	Instrument/ Documents required	Page No.
1	Section 1 A Clause 4	Cost of e-Bid Document RTGS/NEFT/NET BANKING Details Rs. date	
2	Section 1 A Clause 5	Scanned Copy of Cost of e-Bid Document And EMD	
3	Section 1 A Clause 5	e-Bid EMD in RTGS/NEFT/NET BANKING Details Rs. date	
4	Section 1 B Clause 9.4	Authorization Letter by the Managing Director / Partner of the Bidder Company/ Firm with required information.	
5	Section 1 B Clause 9.5(A)	Copy of Registration of Firm along with partnership deed.	
6	Section 1 B Clause 9.6 B	Copy of Certificate of Incorporation issued by ROC along with memorandum of Association & Article of Association and the names of Directors/Proprietor along with document, responsible for signing the related documents of registration and proprietorship	
7	Section 1 B Clause 9.7	Copy of GST Registration / PAN No.	
8	SECTION II	Acceptance to the Conditions of Contract	
9	SECTION III (A)	e- Auction Form	
10	SECTION III(B)	Schedule of Auction Quantity	
11	SECTION III (C)	Auction Quantity unit wise offered by the buyer	
12	SECTION III (D)	General Information / Capability Statement	
13	SECTION III (E)	Integrity Pact	

11 Contacting the Seller

- 11.1 Participant shall contact the Seller on any matter relating to his/her e-Auction, from the time of the e-Auction opening to the time the Contract is awarded. If the Participant wishes to bring additional information to the notice of the Seller, he/she can do so in writing.
- 11.2 Any effort by a Participant to influence the Seller in its decisions on e-Auction evaluation, e-Auction comparison or contract award may result in rejection of the Participant's e-Auction.

(C) AWARD OF CONTRACT

12. Award Criteria

- 12.1 **Kisan Sahkari Chini Mills Ltd, Najibabad Distt Bijnor** will award the contract to the highest Participant (H-1) successfully Participant whose Auction has been determined to be responsive to all the conditions of the contract and meeting the technical specification and qualification.
- 12.2 In case H-1 offers partial quantity (offered) of lifting then balance of the quantity shall be allotted to subsequent Participants provided the successful Participant are ready to offer the rate quoted by H-1.

13 Seller's right to vary Quantities at the Time of Award

- 13.1 If any taxes/duties are increased/ decreased by the Government during the contract period, the same shall be borne by the buyer.

14 Notification of Award

- 14.1 Prior to the expiration of the period of e-Auction validity, the Seller will notify the successful Participant in writing by letter/e-mail/fax, that its e-Auction has been accepted.
- 14.2 The notification of award will constitute the formation of the Contract.

SECTION II: CONDITIONS OF CONTRACT(CC)

QUALITY

The Sale of 25000 Qtl Surplus Loose Bagasse is being sold on the *as is where is* basis.

1. EARNEST MONEY

Each Auction shall be accompanied by an earnest money of Rs. **300000.00 (Three Lac Only)** in form of the RTGS in favour of Kisan Sahkari Chini Mills Ltd, Najibabad Distt Bijnor. The Auction without earnest money shall be liable to be rejected. No interest shall be payable on the earnest money.

2. PAYMENT

The payment shall be made in advance through RTGS before the lifting. The payment against the cost of Loose Bagasses should be made in favour of Kisan Sahkari Chini Mills Ltd, Najibabad Distt Bijnor and the payment for duties and taxes shall be made through RTGS in favour of Kisan Sahkari Chini Mills Ltd, Najibabad Distt Bijnor

3. ARBITRATION:

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

4. GENERAL CONDITIONS:

1. निविदादाता द्वारा निर्धारित धरोहर राशि, GST नम्बर, आयकर का पैन् नम्बर, पहचान पत्र, पते का प्रमाण-पत्र, बैगास लोडिंग/बल्क कन्ज्यूमर का प्रमाण-पत्र निविदा के साथ लगाना होगा ।
2. निविदादाता को निविदा प्रक्रिया में स्वयं भाग लेना होगा । संस्था/फर्म की निविदा होने की दशा में सम्बन्धित को उचित अधिकार पत्र प्रस्तुत करना होगा ।
3. असफल निविदादाताओं की धरोहर धनराशि की वापसी जिला अधिकारी/सभापति महोदय से दरों का अनुमोदन हो जाने के पश्चात ही की जायेगी, जिस पर कोई ब्याज देय नहीं होगा ।
4. बैगास की दरें एक्स प्लाट चीनी मिल होगी एवं क्रेता को बैगास लोडिंग एवं यातायात की व्यवस्था स्वयं अपने खर्च पर करनी होगी ।
5. सफल निविदादाता द्वारा जमा की गई धरोहर राशि विक्रय आदेश जारी होने के उपरान्त प्रतिभूति राशि में परिवर्तित कर दी जायेगी । बैगास के असन्तोषजनक उठान की स्थिति में जमानत राशि मिल हक में जब्त कर ली जायेगी, जिसका कोई दावा/क्लेम मान्य नहीं होगा । बैगास के सन्तोषजनक उठान के उपरान्त ही धरोहर राशि मुख्य अभियन्ता की संस्तुति के बाद वापस की जायेगी, जिस पर कोई ब्याज देय नहीं होगा ।
6. बैगास का उठान अग्रिम धनराशि (कर व ड्यूटी सहित) जमा करने के उपरान्त ही कराया जा सकेगा ।
7. बैगास का उठान इस प्रकार करना होगा कि प्रति दिन बची पूर्ण बैगास का उठान होता रहे ताकि बैगास के जॉम की स्थिति उत्पन्न न हो । बैगास के जॉम की स्थिति उत्पन्न होने पर मिल समिति को यह अधिकार सुरक्षित होगा कि मिल समिति अन्य क्रेता को बैगास की बिक्री करे एवं मूल क्रेता को जारी किया गया विक्रय आदेश निरस्त कर जमानत राशि जब्त कर ले ।

8. निविदादाता एवं उसके मजदूरों को समस्त श्रम/कारखाना नियमों का पालन करना होगा । कार्य स्थल पर किसी भी कर्मकार के साथ हुई किसी दुर्घटना के लिए मिल समिति क्षतिपूर्ति आदि के लिए जिम्मेदार नहीं होगी । निविदादाता स्वयं उत्तरदायी होगा । इसके विपरीत यदि निविदादाता अथवा उसके प्रतिनिधि/श्रमिक आदि की लापरवाही से मिल समिति की किसी सम्पत्ति को कोई क्षति पहुँचती है तो उसके लिए निविदादाता उत्तरदायी होगा ।
9. वैंट, सभी कर व ड्यूटी (जो लागू हों) अलग से देय होंगे ।
10. आवश्यकतानुसार नेगोशियेशन/खुली बोली भी की जा सकती है ।
11. मिल समिति को यह अधिकार सुरक्षित होगा कि वह किसी भी सहकारी चीनी मिल/आसवनी को उनकी माँग पर प्राथमिकता के आधार पर आवश्यकतानुसार बैगास की आपूर्ति करें । इसमें निविदादाता का कोई हस्तक्षेप मान्य नहीं होगा ।
12. टेन्डर एवं निगोसिएशन में प्राप्त दरें सभापति/जिलाधिकारी महोदय के अनुमोदनोपरान्त ही स्वीकार की जायेंगी ।
13. कार्य के दौरान मिल प्रॉगण/कार्य स्थल पर किसी प्रकार के नशे का सेवन अथवा धूम्रपान वर्जित होगा ।
14. उपरोक्त निविदा (पेराई सत्र 2023-24) दिनांक 1 माह तक की अवधि के लिए है परन्तु मिल की आवश्यकता एवं परिस्थितियों को दृष्टिगत रखते हुए उक्त अवधि मिल हित में विस्तारित की जा सकती है ।
15. मिल के प्रधान प्रबन्धक को निविदा की शर्तों में संशोधन करने तथा कोई भी या सभी निविदा बिना कारण बताये निरस्त करने का अधिकार सुरक्षित होगा ।
16. बैगास के सम्बन्ध में निर्गत विक्रय आदेश से सम्बन्धित क्रेता व मिल के मध्य कोई विवाद होने की दशा में प्रकरण सभापति/जिलाधिकारी महोदय बिजनौर के निर्णय हेतु संदर्भित किया जायेगा तथा सभापति/जिलाधिकारी महोदय बिजनौर का निर्णय अन्तिम होगा तथा दोनों पक्षों को मान्य होगा ।

ई-ऑक्शन में बैगास वर्ष 2023-24 ई-ऑक्शन में प्रारंभिक दर निम्नवत प्रस्तावित है :-

S. No.	मिल का नाम	प्रारंभिक प्रस्तावित दर रू.
1	K.S.C.M. Ltd., Najibabad	350.00

प्रधान प्रबन्धक

फर्म का नाम.....
 प्रतिनिधि
 हस्ताक्षर
 तिथि

SECTION III: TECHNICAL E-AUCTION

- III (A) e Auction FORM**
- III (B) Schedule of Tender Quantity**
- III (C) Auction Quantity Unit Wise offered by the buyer**
- III (D) GENERAL INFORMATION/CAPABILITY STATEMENT**
- III (E) INTEGRITY PACT**

CHECKLIST

SI No	Clause	Instrument/ Documents required	Page No.
1	Section 1 A Clause 4	Cost of e-Bid Document RTGS/NEFT/NET BANKING Details Rs. date	
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3	Section 1 A Clause 5	e-Bid EMD in RTGS/NEFT/NET BANKING Details Rs. date	
4	Section 1 B Clause 9.4	Authorization Letter by the Managing Director of the bidder Firm with required information.	
5	Section 1 B Clause 9.5(A)	Copy of Registration from Registrar of Firm Along with partnership deed.	
6	Section 1 B Clause 9.6 B	Copy of Certificate of Incorporation issued by ROC along with memorandum of Association & Article of Association and the names of Directors/ Proprietor along with document, responsible for signing the related documents of registration and proprietorship	
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SECTION III(A): e- Auction FORM

IFB No. **143/Pur/2023-24**

Date: **23/04/2024**

To:
The General Manager,
Kisan Sahkari Chini Mills Ltd.,
Sneh Road Najibabad
Bijnor (U.P)-246763

Dear Sir,

Having examined the e-Auction Documents, we, the undersigned, to buy / liftquintals of Sale of Loose Bagase in conformity with the said e-Auction (Section II) of the e-Auction Document and will Lifting of Loose Bagasses from your factories in addition to this, required e-Auction /EMD for Rs. 300000.00 (Rupees Three Lac Only)in the form of **RTGS / NEFT/ NET BANKING**, pledged in favour of Kisan Sahkari Chini Mills Ltd, payable at Najibabad. is furnished with this e-Auction form.

We further undertake, if our e-Auction is accepted, to lift Sale of 25000 Qtl Surplus Loose Bagasse in accordance with the lifting validity period.

We agree to e-Auction by this e-Auction for the e-Auction validity period specified in ITB B.1.2.3 and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

This e-Auction, 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 Highest or any e-Auction you may receive.

Dated this.....day of 2024.

Signature

(in the capacity of)

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

SECTION III (D) : GENERAL INFORMATION/CAPABILITY STATEMENT (CS)

1. General Information
 - (a) Name and complete mailing address of the Participant

 - (b) Name of authorized Official
 - (c) Phone Nos:
 - (d) Fax:
 - (e) E-Mail:
 - (f) Website:

2. GST Registration and PAN No.
(upload copy of the registration certificate)

3. Status of the company:
Proprietary/Partnership firm or company

4. Whether the Participant is Bonafide User

5. Particulars of the person authorized to sign the e-Auction.

6. Details of e-tender document processing
Cost (Rs. 590/-)

7. Details of Earnest Money Deposit
(@Rs. 300000.00)

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

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

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

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

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

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

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

6- Party has been agreed, accepted and undertaken to use, practice and observe all the best, clean, ethical, honest and legal means and behavior 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, cartelization, 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 General Manager of Kisan Sahkari Chini Mills Ltd, Najibabad Distt (Bijnor), if any such activity is on.

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

- (a) Cancellation of Contract/Rate Contracts (RCs)
- (b) Cancellation of Registration
- (c) Forfeiture of all securities and performance Bank Guarantees
- (d) Refusal to grant Registration and contracts/RCs for further period of 3 (three) years

- (e) Suspension and/or banning the business dealings for period 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 4(g) above will not require any criminal conviction from any court of law or arbitration but will be based on 'No-contest' basis, upon satisfaction of the MD, UPCSFFL, who will be the competent authority to finally decide the matter on strength of such materials/evidence of default/breach of the terms under this IP.

Deponent

Verification

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

Signed and verified on

Deponent

I identify the deponent who has signed before me.
Advocate