

THE KISAN CO-OPERATIVE SUGAR FACTORY LTD.
SARSAWA – SAHARANPUR (UP) 247232

Phone No: 7880888903; 9456894557

Email: kcsf.ssw@gmail.com Website: www.upsugarfed.org

COMPETITIVE e-AUCTION FOR Sale of LOOSE BAGASSE 40000 Qtls of season 2024-25

- e-Auction REFERENCE** : /BAGASSE/2024-25 dated 29.10.2024
- LAST DATE AND TIME FOR SUBMISSION OF DOCUMENTS FOR E-AUCTION** : 11.11.2024 up to 06:00 P.M.
- DATE AND TIME OF OPENING OF ON LINE e-AUCTION** : 13.11.2024 FROM 10:00 AM to 4:00 P.M.
- PLACE OF OPENING OF e-Auction** : THE KISAN CO-OPERATIVE SUGAR FACTORY LTD.
SARSAWA – SAHARANPUR (UP) 247232
- ADDRESS FOR COMMUNICATION** : **General Manager,**
THE KISAN CO-OPERATIVE SUGAR FACTORY LTD.
SARSAWA – SAHARANPUR (UP) 247232

e-Auction EMD : **Rs. 2,00,000.00 (Two Lacs 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**

THE KISAN COOP SUGAR FACTORY LTD SARSAWA (SAHARANPUR)

Phone No: 7880888902; 9456894557;

Email: kcsf.ssw@gmail.com Website: www.upsugarfed.org

e-Auction Notice

BAGASSE/2024-25

Date: 29.10.2024

Online E-Auctions are invited for Sale of LOOSE BAGASSE **40000 Qtls** of Season 2024-25. E-Auction can be uploaded up to 06:00 P.M on **11.11.2024**.

S.NO.	Particulars	Start Date and Time	End Date and Time
1.	Document upload time	30.10.2024 10:00 AM	11.11.2024 06:00 PM
2.	Technical Evaluation	12.11.2024 10:00 AM	12.11.2024 06:00 PM
3.	Auction Start	13.11.2024 10:00 AM	13.11.2024 04:00 PM

The e-Auction EMD is Rs. 2,00,000.00 (Two Lacs only). Sale of LOOSE BAGASSE of Season 2024-25.

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 30.10.2024 at 10.00 A.M. General Manager, The Kisan Coop Sugar Factory Ltd Sarsawa-247232 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।

**RAJ KUMAR MITTAL
P.C.S
GENERAL MANAGER**

INVITATION FOR e-Auction

Online e-Auction are invited for Sale of **LOOSE BAGASSE 40000 Qtls of Season 2024-25** within UP and outside state from bonfire buyers to whom license have been issued. 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 **30.10.2024 10:00 AM**. 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	30.10.2024 10:00 AM	11.11.2024 06:00 PM
2.	Technical Evaluation	12.11..2024 10:00 AM	12.11.2024 06:00 PM
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(j)	Contact officer	Name:D.C.Agarwal (C.E), Mobile: 7880888902 Name: Bir Singh (A.E.D.P), Mobile: 9758278302 Email: kcsf.ssw@gmail.com
(k)	Cost of e-Auction document	Rs 590.00 (Rupees Five Hundred Ninety only) (Non-refundable)
(l)	e-Auction Earnest Money	Rs 2,00,000.00 (Rupees Two Lacs only)
(m)	Earnest Money	Earnest Money & Auction Fee Deposited through RTGS in favour of The Kisan Coop Sugar Factory Ltd. Sarsawa, Payable at Sarsawa. The Details are as under. ACCOUNT - The Kisan Coop Sugar HOLDER Factory Ltd. NAME BANK - 1828002100035110 ACCOUNT NO. BANK NAME - Punjab National Bank BRANCH - Sarsawa Saharapur IFSC - PUNB0086310

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 **The Kisan Coop Sugar Factory Ltd.**, payable at Sarsawa. 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 **The Kisan Coop Sugar Factory Ltd.**, payable at Sarsawa. 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, **The Kisan Coop Sugar Factory Ltd.**, Sarsawa reserves the right to cancel any or all the e-Auction/annul the e-Auction process without assigning any reason there of. The decision of General Manager, **The Kisan Coop Sugar Factory Ltd.** 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 **The Kisan Coop Sugar Factory Ltd.** (Sarsawa) 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 **The Kisan Coop Sugar Factory Ltd.**, payable at Sarsawa. 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 BAGASSE. 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 BAGASSE.
(a) Rate of LOOSE BAGASSE (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 2,00,000.00 (Rupees Two Lacs only) in the form of **RTGS/NEFT/NET BANKING**, in favour of **The Kisan Coop Sugar Factory Ltd.**, payable at Sarsawa. 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 **The Kisan Coop Sugar Factory Ltd.**, (Sarsawa) 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 BAGASSE
- 8) **Period of Validity of e-Auction**
 - 8.1 e-Auction shall remain valid for lifting of LOOSE BAGASSE for 45 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 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 BAGASSE. 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 BAGASSE in **The Kisan Coop Sugar Factory Ltd.**, (Sarsawa) and are liable for legal action taken by **The Kisan Coop Sugar Factory Ltd.**, (Sarsawa).

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 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 Article of Association and the names of Directors/Proprietor along with document	
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 The Kisan Coop Sugar Factory Ltd. Sarsawa 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 LOOSE BAGASSE of season 2024-25 is being sold on the as is where is basis.

1. EARNEST MONEY

Each Auction shall be accompanied by an earnest money of Rs. **2,00,000.00** (Rs. Two Lacs only) in form of the RTGS in favour of The Kisan Coop Sugar Factory Ltd. Sarsawa, payable at Sarsawa. 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 BAGASSE should be made in favour of The Kisan Coop Sugar Factory Ltd. Sarsawa, payable at Sarsawa. and the payment for duties and taxes shall be made through RTGS in favour of The Kisan Coop Sugar Factory Ltd. Sarsawa, payable at Saraswa.

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 प्रत्येक क्रेता के द्वारा उठान आदेश में निर्दिष्ट भुगतान की शर्तों के अनुसार बैगास के मूल्य का भुगतान मिल में अग्रिम जमा किया जायेगा।
- 2 प्रत्येक निविदादाता को निविदा के साथ धरोहर धनराशि अग्रिम रूप में नियमानुसार RTGS in favour of The Kisan Coop Sugar Factory Ltd. Sarsawa, payable at Sarsawa के पक्ष में जमा करना आवश्यक होगा। धरोहर धनराशि रू0 2,00,000/- होगी।
- 3— (अ) निविदादाता यदि बैगास के क्रय आदेश एवं निविदा शर्तों के अनुरूप कार्य करने में विफल रहता है तो व्ययगत मात्रा की समानुपातिक धरोहर धनराशि जब्त करने का अधिकार चीनी मिल के पास सुरक्षित है।
(ब) निविदादाता के द्वारा आदेशित बैगास का उठान न किये जाने की स्थिति में प्रबन्ध तन्त्र के द्वारा परीक्षणोपरान्त प्रतिकूल तथ्य दर्शित होने की दशा में काली सूचिबद्ध करने का अधिकार सुरक्षित रहेगा।
- 4— बैगास की विक्री के उपरान्त निविदादाता द्वारा बैगास का उठान विहित अवधि के अन्दर किया जाना होगा।
- 5— समस्त बैगास की दर जहां है जैसा है के आधार पर आमंत्रित की जाती तथा बैगास का उठान एक तरफ से किया जायेगा।

- 6- अग्रिम धरोहर धनराशि के अभाव में निविदा निरस्त कर दी जायेगी। धरोहर धनराशि सम्पूर्ण बैगास उठान के पश्चात चीनी मिल द्वारा क्रेता को वापिस कर दी जायेगी।
- 7- निविदादाताओ द्वारा चीनी मिल में जमा की जाने वाली धनराशि पर कोई ब्याज देय नहीं होगा।
- 8- आवश्यकतानुसार प्रशासनिक आधार पर प्रबन्ध तन्त्र द्वारा विक्रय किये जाने वाले बैगास हेतु भी उपरोक्त समस्त शर्तें लागू होगी।
- 9- ई-ऑक्शन के द्वारा के द्वारा प्रस्तुत प्रपत्रो का नियमानुसार तकनीकी परीक्षोपरान्त ही वित्तीय बिड खोली जायेगी।
- 10- एक अथवा सभी निविदाओ को निरस्त करने का अधिकार प्रधान प्रबन्धक, सरसावा सहकारी चीनी मिल्स लि0, सरसावा के पास सुरक्षित है।
- 11- जी0 एस0 टी0 नियमानुसार अतिरिक्त देय होगा।
- 12- बैगास के उठान के सम्बन्ध में यदि कोई वैधानिक अडचन /परिस्थिति उत्पन्न होती है तो इस सम्बन्ध में विधिक नियमों का पालन करने हेतु आप बाध्य होंगे तथा इस सम्बन्ध में प्रधान प्रबन्धक का निर्णय अंतिम एवं मान्य होगा।
- 13- बैगास का उठान आदेश प्राप्ति के 60 दिन के अन्दर करना होगा।
- 14- बैगास की गुणवत्ता के सम्बन्ध में ई-ऑक्शन डालने से पूर्व निविदादाता द्वारा निरीक्षण किया जा सकता है।
- 15- आदेशित मात्रा निर्धारित तिथि के अन्दर न उठाये जाने की स्थिति में जमा धरोहर धनराशि जब्त कर ली जायेगी।
- 16- इस चीनी मिल के प्रधान प्रबन्धक के पास बिना कोई कारण बताये एक अथवा समस्त निविदा निरस्त करने का अधिकार सुरक्षित होगा।
- 17- किसी भी विवाद उत्पन्न होने की स्थिति में सभापति / जिलाधिकारी सहारनपुर का निर्णय अन्तिम होगा जो दोनों पक्षों को मान्य होगा।

ई-ऑक्शन में बैगास वर्ष 2024-25 ई-ऑक्शन में प्रारंभिक दर निम्नवत प्रस्तावित है :-

S. No.	मिल का नाम	पेराई सत्र	प्रारंभिक प्रस्तावित दर रु प्रति कु.
1	Sarsawa	2024-25	300.00

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.
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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 Article of Association and the names of Directors/Proprietor along with document	
7	Section 1 B Clause 9.7	Copy of GST Registration / PAN No.	
8	SECTION II	Acceptance to the Conditions of Contract	
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SECTION III(A): e- Auction FORM

Date: 29.10.2024

IFB No. **/BAGASSE/2024-25**

To:
The General Manager
The Kisan Coop Sugar Factory Ltd.,
Sarsawa-247232 (UP)

Dear Sir,

Having examined the e-Auction Documents, we, the undersigned, to buy / lift quintals of LOOSE BAGASSE in conformity with the said e-Auction (Section II) of the e-Auction Document and will Lifting of LOOSE BAGASSE from your factories in addition to this, required e-Auction /EMD for Rs. 2,00,000.00 (Rupees Two Lacs only) in the form of RTGS / NEFT/ NET BANKING, pledged in favour of The Kisan Coop Sugar Factory Ltd. Sarsawa, payable at Sarsawa is furnished with this e-Auction form.

We further undertake, if our e-Auction is accepted, to lift 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. 2,00,000.00)

**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 The Kisan Coop Sugar Factory Ltd. Sarsawa, if any such activity is on.

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

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

- (f) Any other administrative or penal actions as deemed fit.
- (g) Action under IPC/PC Act and other relevant laws of the country.

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

Deponent

Verification

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

Signed and verified on

Deponent

I identify the deponent who has signed before me.
Advocate