

The Kisan Sahkari Chini Mills Ltd., Sathiaon , Azamgarh

Telephone: 7880889017 G.M.

Email: sathiaonfed@gmail.com

Website: www.upsugarfed.org

COMPETITIVE e-AUCTION FOR SALE OF LOOSE BAGASSE OF CRUSHING SEASON 2024-25.

E-Auction REFERENCE : **1361/E-Auction/2024-25 Dated 23.12.2024**

LAST DATE AND TIME FOR SUBMISSION OF DOCUMENTS FOR E-AUCTION : **30/12/2024– 09:00 A.M.**

DATE AND TIME OF OPENING OF ON LINE e-AUCTION : **31/12/2024 FROM 10:00 A.M TO 04:00 PM**

PLACE OF OPENING OF e-Auction : **The Kisan Sahkari Chini Mills Ltd., Sathiaon, Azamgarh (U.P.)**

ADDRESS FOR COMMUNICATION : **General Manager
The Kisan Sahkari Chini Mills Ltd.,
Sathiaon, Azamgarh (U.P.)**

e-Auction EMD : **Rs. 50,000.00 (Rs. Fifty Thousand)**

This Document Contains -- 18 **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**

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e-Auction Notice

1361/E-Auction/2024-25 Dated 23.12.2024

Online E-Auctions are invited for Sale of Loose Bagasse of Crushing Season 2024-25. E-Auction can be uploaded up to 04:00 P.M on 23/12/2024.

| S.NO. | Particulars | Start Date and Time | End Date and Time |
|-------|----------------------|---------------------|---------------------|
| 1. | Document upload time | 23/12/2024 04:00 PM | 30/12/2024 09:00 AM |
| 2. | Technical Evaluation | 30/12/2024 10:00 AM | 30/12/2024 04:00 PM |
| 3. | Auction Start | 31/12/2024 10:00 AM | 31/12/2024 04:00 PM |

The e-Auction EMD is Sale of Loose Bagasse of Crushing 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 23/12/2024 at 4.00 P.M. The Sugar Mill reserves the right to cancel any or all the e-Auctions without assigning any reason. 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 वेबसाईट्स को पढते रहे।

GENERAL MANAGER

INVITATION FOR e-Auction

Online e-Auction are invited for Sale of Loose Bagasse of Crushing Season 2024-25

1. 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.
2. The Auction document is available at website <http://eauction.gov.in> or Federation's website www.upsugarfed.org from 23/12/2024 at 04:00 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 | 23/12/2024 04:00 PM | 30/12/2024 09:00 AM |
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| 3. | Auction Start | 31/12/2024 10:00 AM | 31/12/2024 04:00 PM |

| | | |
|-----|----------------------------|--|
| (j) | Contact officer | Name: Mr. Rajesh Ram – 8887330148 Mr. Surendra Kumar – 7880889021 |
| (k) | Cost of e-Auction document | Rs 590.00 (Rupees Five Hundred Ninety Only) (Non-refundable) |
| (l) | e-Auction Earnest Money | Rs 50,000.00 (Rupees Fifty Thousand) |
| (m) | Earnest Money | Earnest Money & Auction Fee Deposited in Favour of The Kisan Sahkari Chini Mills Ltd., through RTGS/NEFT/NET BANKING. The Details are as under. <u>Name of Beneficiary</u> :- The Kisan Sahkari Chini Mills Ltd., <u>Bank Account No</u> :- 712001010050108 <u>IFSC Code No</u> :- UBIN0571202 <u>Name of Bank Branch</u> :- Union Bank of India |

3. 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 Sahkari Chini Mills Ltd.,** (herein after referred as **Sathiaon** payable at **Azamgarh**. The scanned copy of the **RTGS / NEFT/ NET BANKING** must be enclosed.
4. All e-Auction must be accompanied by e-Auction Earnest Money Deposit (EMD) in the form of **RTGS / NEFT/ NET BANKING**, drawn in favour **The Kisan Sahkari Chini Mills Ltd., Sathiaon, Azamgarh**. 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 Sugar Mill.
5. The Sugar Mill reserves the right to cancel any or all the e-Auction/annul the e-Auction process without assigning any reason thereof. The decision of Sugar Mill will be final and binding.

6. In the event of date specified for e-Auction opening being declared a holiday for Sugar Mill's office then the due date for opening of e-Auction shall be the following working day at the appointed time and place.
7. 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 Sahkari Chini Mills Ltd., Sathiaon, Azamgarh** 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 Sahkari Chini Mills Ltd., Sathiaon, Azamgarh, Bank Account No:- 712001010050108 IFSC Code No :-UBIN0571202, Union Bank of India** . 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 (Rupees Five Hundred Ninety Only)** will be non-refundable.
- 3) The price of Bagasse (ex-Sugar Mill). The rates should be quoted net and other taxes and duties shall be payable by the buyer as applicable/prevaling at the time of lifting of Bagasse.
(a) Rate of Bagasse (Rs per quintal). 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 material.
- 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. 50,000.00 (Rs. Fifty Thousand Lac)** per quintal in the form of **RTGS/NEFT/NET BANKING**, in favour of **The Kisan Sahkari Chini Mills Ltd., Sathiaon, Azamgarh**. 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 Sathiaon, Azamgarh 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 Bagasse & submission of duly verified E-invoice, Gate pass of Mill and satisfactory lifting report from Sugar Mill.
- 8) **Period of Validity of e-Auction**
 - 8.1 e-Auctions shall remain valid for lifting of **Bagasse for 30 days** from the date of issue of sale order in case sale made within **State and 45 days** from the date of issue of sale order in case of outside Uttar Pradesh.
 - 8.2 The validity can be extended by the General Manager, Sugar Mill on reasonable ground with the condition that if the higher rates of Bagasse are received by Sugar Mill for the concerned unit the same shall be applicable for lifting the balance quantity of extended period.

(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 Sugar Mill/ 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 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 Bagasse in Sugar Mill and are liable for legal action taken by SATHIAON.
- 9.15 Copies of any work order of purchase of Bagasse any Sugar Mill as a proof of experience if any.

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 A Clause 2 | Cost of e-Bid Document RTGS/NEFT/NET BANKING Details Rs. date | 5 |
| 2 | Section 1 A Clause 5 | Scanned Copy of Cost of e-Bid Document and EMD | 5 |
| 3 | Section 1 A Clause 5 | e-Bid EMD in RTGS/NEFT/NET BANKING Details Rs. date | 5 |
| 4 | Section 1 B Clause 9.4 | Authorization Letter by the General Manager of the bidder Firm with required information. | 6 |
| 5 | Section 1 B Clause 9.5(A) | Copy of Registration from Registrar of Firm Along with partnership deed. | 6 |
| 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 | 6 |
| 7 | Section 1 B Clause 9.7 | Copy of GST Registration / PAN No. | 6 |
| 8 | Section 1 B Clause 9.15 | Copies of any work order of purchase of Bagasse any Sugar Mill as a proof of experience if any. | 7 |
| 9 | SECTION II | Acceptance to the Conditions of Contract | 10 |
| 10 | SECTION III(A) | e- Auction Form | 14 |
| 11 | SECTION III(B) | Schedule of Auction Quantity | 15 |
| 12 | SECTION III (C) | General Information / Capability Statement | 16 |
| 13 | SECTION III (D) | INTEGRITY PACT | 17-18 |

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 Federation will award the contract to the highest Participant (H-1) successfully Participant who's 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 The seller reserves the right at the time of contract award to increase or decrease the quantity specified in the schedule of Single Lot Sheet without any change in unit price or other terms and conditions, depending upon the requirement of respective sugar mills.
- 13.2 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 Bagasse is being sold on the as is where is basis.

In Case of delay in lifting beyond control of the buyer the validity period may be extended after reviewing the situations with necessary documentary evidenced by the General Manager, The Kisan Sahkari Chini Mills Ltd., Sathiaon, Azamgarh.

1. EARNEST MONEY

Each Auction shall be accompanied by an earnest money of **Rs. 50,000.00 (Rs. Fifty Thousand)** in form of the RTGS / NEFT/ NET BANKING in favour of The Kisan Sahkari Chini Mills Ltd., payable at Sathiaon. 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/NEFT/NET BANKING before the lifting. The payment against the cost of Bagasse should be made in favour of The Kisan Sahkari Chini Mills Ltd., and the payment for duties and taxes shall be made through Bank draft in favour of concerned unit.

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. एच-1 दर स्वीकार होने तथा अनुबन्ध किये जाने के पश्चात् बैगास उठान से पूर्व ठेकेदार को रू0 50,000/- (रू0 पचास हजार) का डिमाण्ड ड्राफ्ट दि किसान सहकारी चीनी मिल्स लि0, सठियाँव के नाम जमानत के रूप में जमा करना अनिवार्य होगा, जिसे बिना ब्याज के सफलतापूर्वक बैगास उठान के 15 दिवस पश्चात् वापस दिया जायेगा।
2. वर्ष 2024-25 की उत्पादित लूज बैगास की बिक्री हेतु मात्रा 20,000 कु0 (बीस हजार कुन्तल) होगी, जो आवश्यकतानुसार घटाई व बढ़ाई जा सकती है।
3. आवश्यकतानुसार मात्र एच-1 पार्टी से निगोसिएशन किया जायेगा।
4. ई-ऑक्सन में दी गयी दरें एक्स मिल होंगी तथा जी0एस0टी0 व अन्य कर अतिरिक्त होगा, जो क्रेता को बैगास उठान के पूर्व जमा करना होगा।
5. फर्म/कम्पनी/संस्था/व्यक्ति को कार्य में प्रयुक्त समस्त लेबर/ट्रैक्टर, ट्राली इत्यादि की व्यवस्था स्वयं करनी होगी।
6. समस्त कार्य मिल के मुख्य अभियन्ता के दिशा निर्देश के अनुसार किया जायेगा।
7. बैगास बिक्री उपरान्त क्रेता को अपने संसाधनो से मिल परिक्षेत्र के बाहर ले जाना होगा।
8. बैगास जहाँ है, जैसी है, के आधार पर बिक्री की जायेगी तथा सफल फर्म/कम्पनी/संस्था/व्यक्ति द्वारा एक तरफ से बैगास का उठान करना होगा।

9. सशर्त निविदा स्वीकार नहीं की जायेगी।
10. फर्म/कम्पनी/संस्था/व्यक्ति द्वारा ऑक्सन दिये जाने की दशा में उस फर्म/कम्पनी/संस्था द्वारा लिखित रूप में अधिकृत व्यक्ति ही ऑक्सन खोलने के समय उपस्थित होगा तथा ऑक्सन में भाग लेगा।
11. सेवा विनियमावली 2015 के अनुसार मिल समिति का कोई भी कर्मचारी अथवा उसके परिवार का कोई भी सदस्य प्रधान प्रबन्धक के पूर्व अनुज्ञा के बिना संघ, मिल, आसवनी इकाई या अन्य वाणिज्यिक अधिष्ठान की सम्पत्ति या उत्पाद की किसी ऑक्सन में प्रत्यक्ष या अप्रत्यक्ष रूप से भाग नहीं ले सकेगा/बोली नहीं बोलेगा।
12. एक अथवा समस्त ऑक्सन को बिना कारण बताये निरस्त करने का अधिकार प्रधान प्रबन्धक के पास सुरक्षित है।
13. किसी प्रकार का विवाद उत्पन्न होने पर सभापति/जिलाधिकारी आजमगढ का निर्णय दोनों पक्षों को मान्य होगा।

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) GENERAL INFORMATION/CAPABILITY STATEMENT**
- III (D) INTEGRITY PACT**

CHECKLIST

| SI No | Clause | Instrument/ Documents required | Page No. |
|-------|------------------------------|--|----------|
| 1 | Section A Clause 2 | Cost of e-Bid Document RTGS/NEFT/NET BANKING Details Rs. date | 5 |
| 2 | Section 1 A Clause 5 | Scanned Copy of Cost of e-Bid Document and EMD | 5 |
| 3 | Section 1 A Clause 5 | e-Bid EMD in RTGS/NEFT/NET BANKING Details Rs. date | 5 |
| 4 | Section 1 B Clause 9.4 | Authorization Letter by the General Manager of the bidder Firm with required information. | 6 |
| 5 | Section 1 B Clause 9.5(A) | Copy of Registration from Registrar of Firm Along with partnership deed. | 6 |
| 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 | 6 |
| 7 | Section 1 B Clause 9.7 | Copy of GST Registration / PAN No. | 6 |
| 8 | Section 1 B Clause 9.15 | Copies of any work order of purchase of Bagasse any Sugar Mill as a proof of experience if any. | 7 |
| 9 | SECTION II | Acceptance to the Conditions of Contract | 10 |
| 10 | SECTION III(A) | e- Auction Form | 14 |
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SECTION III(A): e- Auction FORM

IFB No.1361 /E-Auction/2024-25 Dt.23.12.2024

To:

The General Manager,
The Kisan Sahkari Chini Mills Ltd.,
Sathiaon, Azamgarh

Dear Sir,

Having examined the e-Auction Documents, we, the undersigned, to buy / lift of Bagasse in conformity with the said e-Auction (Section II) of the e-Auction Document and will Lifting Bagasse from your factories in addition to this, required e-Auction /EMD for Rs. 50,000.00 (Rupees Fifty Thousand) in the form of **RTGS / NEFT/ NET BANKING**, pledged in favour of The Kisan Sahkari Chini Mills Ltd, Azamgarh, 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 a Auctione by this e-Auction for the e-Auction validity period specified in ITB B.1.2.3and 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 (B) Schedule of Auction Quantity

बैगास बिक्री हेतु प्रस्तावित मात्रा

| क्रम संख्या | विवरण | विक्रय हेतु प्रस्तावित मात्रा कु. में |
|-------------|---------|---------------------------------------|
| 1 | Bagasse | 20,000 कु0 (बीस हजार कुन्तल) |

SECTION III (C) : 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. 50,000.00)

**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 Managing Director, UP Cooperative Sugar Factories Federation Ltd/General Manager of The Kisan Sahakari chini Mills Ltd., Sathiaon, Azamgarh if any such activity is on.

9. In case of failure or default in terms of this affidavit the officers of Federation/Public Authority/Sugar Mill 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 General Manager of The Kisan Sahkari chini Mills Ltd., Sathiaon, Azamgarh 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