

U.P. CO-OPERATIVE SUGAR FACTORIES FEDERATION LTD.

9-A, RANA PRATAP MARG, LUCKNOW

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**COMPETITIVE e-AUCTION FOR SALE OF MOLASSES FROM VARIOUS
CO-OPERATIVE SUGAR MILLS IN UTTAR PRADESH**

e-Auction REFERENCE	: UPSUGARFED/MOL/2022-23/25
LAST DATE AND TIME FOR SUBMISSION OF DOCUMENTS FOR E-AUCTION	: 25/09/2023– 2:00 P.M.
DATE AND TIME OF OPENING OF ON LINE e-AUCTION	: 26/09/2023 FROM 10:00 A.M TO 03:00 PM
PLACE OF OPENING OF e-Auction	: U.P. Co-operative Sugar Factories Federation Ltd. 9-A, Rana Pratap Marg, Lucknow
ADDRESS FOR COMMUNICATION	: Managing Director U.P. Co-operative Sugar Factories Federation Ltd. 9-A, Rana Pratap Marg, Lucknow
e-Auction EMD	: Rs. 20.00 (Twenty) Per Quintals

This Document Contains -- 21 **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 2360.00**

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e-Auction Notice

UPSUGARFED/MOL/2022-23/24

Date: 14/09/2023

Online E-Auctions are invited for sale of Free molasses in steel tank from co-operative sugar mills of U.P. to bonafide Consumers to whom license have been issued by the Excise Commissioner & Molasses Controller, Prayagraj, U.P. E-Auction can be uploaded up to 2:00 P.M on 25/09/2023.

S.NO.	Particulars	Start Date and Time	End Date and Time
1.	Document upload time	14/09/2023 06:00 PM	25/09/2023 2:00 PM
2.	Technical Evaluation	25/09/2023 02:00 PM	25/09/2023 06:30 PM
3.	Auction Start	26/09/2023 10:00 AM	26/09/2023 03:00 PM

The e-Auction EMD is Rs.20 per quintal. Total quantity of sale of free C-Heavy molasses 323229 quintals.

The e-Auction fee is Rs 2360/- (incl. GST). The amount of fee and Earnest money in favour of U.P. Cooperative Sugar factories Federation Ltd., Lucknow through RTGS/NEFT. The bank details are available in the auction form.

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 14/09/2023 at 6.00 P.M. The Federation reserves the right to cancel any or all the e-Auctions without assigning any reason. The decision of the Managing Director 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 पढ़ते रहे।

MANAGING DIRECTOR

INVITATION FOR e-Auction

Online e-Auction are invited for sale of Molasses within UP and outside state from bonafide buyers to whom license have been issued by the Commissioner & Molasses Controller Prayagraj, U.P.

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 14/09/2023 at 06:00 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	14/09/2023 06:00 PM	25/09/2023 2:00 PM
2.	Technical Evaluation	25/09/2023 02:00 PM	25/09/2023 06:30 PM
3.	Auction Start	26/09/2023 10:00 AM	26/09/2023 03:00 PM

(j)	Contact officer	Name: Kailash Upadhyay (M:) 07880888844 Tel No. (0522), 2200183, Fax: (0522) 2627994, 2612949 Rritvik Saxena (M) : 7880888823
(k)	Cost of e-Auction document	Rs 2360.00 (Rupees Two Thousand Three Hundred Sixty Only) (Non-refundable)
(l)	e-Auction Earnest Money	Rs 20.00 per quintals (Rupees Twenty per quintals)
(m)	Earnest Money	Earnest Money & Auction Fee Deposited in Favour of U.P.Coop. Sugar Factories Federation Ltd through RTGS/NEFT/NET BANKING. The Details are as under. Name of Benificary :- U.P.Coop. Sugar Factories Federation Ltd Bank Account No :- 53012823858 IFSC Code No :- SBIN0060284 Name of Bank Branch :- Vidhan Sabha Marg Lucknow.

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 U.P. Co-operative Sugar Factories Federation Ltd (herein after referred as UPSUGAR FED payable at Lucknow. 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 of U.P. Co-operative Sugar

Factories Federation Ltd., Lucknow. 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.

5. The Federation reserves the right to cancel any or all the e-Auction/annul the e-Auction process without assigning any reason thereof. The decision of Federation will be final and binding.
6. In the event of date specified for e-Auction opening being declared a holiday for Federation'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 U.P. Co-operative Sugar Factories Federation Ltd, Lucknow 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 2360.00 (Rupees Two Thousand Three Hundred Sixty Only)** through **RTGS/ NEFT/ NET BANKING** payable in favour of U.P. Co-operative Sugar Factories Federation Ltd, Lucknow. 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. 2360.00 will be non-refundable.
- 3) The price of Molasses (ex-Sugar Mill). 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 molasses.
(a) Rate of Molasses (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 20.00 (Twenty) per quintal) in the form of **RTGS/NEFT/NET BANKING**, in favour of U.P. Co-operative Sugar Factories Federation Ltd., Lucknow. 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 Lucknow 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 Molasses & submission of duly verified MF-4, Gate pass of Mill and satisfactory lifting report from respective factory.
- 8) **Period of Validity of e-Auction**
 - 8.1 e-Auction shall remain valid for lifting of molasses 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 Managing Director Federation on reasonable ground with the condition that if the higher rates of Molasses (Free & Levy) are received by Federation 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 Authorisation letter by the Managing Director for the authorised 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 authorised 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 Molasses. 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 Molasses in Sugar Federation and are liable for legal action taken by UPSUGAR FED.
- 9.15 The Participant shall submit the copies of the details of PD2 licenses and any relevant documents issued by the Excise Authority of State and other State in case of Export.
- 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 9.15	Copy of PD-2 License or any related statutory License issued by the Excise Commissioner	
5	Section 1 B Clause 9.4	Authorisation Letter by the Managing Director of the bidder Firm with required information.	
6	Section 1 B Clause 9.5(A)	Copy of Registration from Registrar of Firm Along with partnership deed.	
7	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	

8	Section 1 B Clause 9.7	Copy of GST Registration / PAN No.	
9	SECTION II	Acceptance to the Conditions of Contract	
10	SECTION III(A)	e- Auction Form	
11	SECTION III(B)	Schedule of Auction Quantity	
12	SECTION III (C)	Auction Quantity unit wise offered by the buyer	
13	SECTION III (D)	General Information / Capability Statement	
14	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 Federation 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 The seller reserves the right at the time of contract award to increase or decrease the quantity specified in the schedule of MultiLot 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 Molasses 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 Managing Director U.P. Co-operative Sugar Factories Federation Ltd.,

1. EARNEST MONEY

Each Auction shall be accompanied by an earnest money of Rs.20.00 per quintal (Rs. Twenty per quintal) in form of the RTGS / NEFT/ NET BANKING in favour of U.P. Coop. Sugar Factories Federation Ltd., payable at Lucknow. 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 Molasses should be made in favour of U.P. Co-operative Sugar Factories Federation 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 प्रत्येक क्रेता के द्वारा उठान आदेश में निर्दिष्ट भुगतान की शर्तों के अनुसार सम्बन्धित इकाई से शीरा उठान के लिए शीरा मूल्य इकाई में अग्रिम जमा किया जायेगा।
- 2 प्रत्येक निविदादाता को निविदा के साथ धरोहर धनराशि अग्रिम रूप में नियमानुसार उ०प्र० सहकारी चीनी मिल्स संघ लि०, लखनऊ के पक्ष में आरटीजीएस/नेफ्ट/नेट बैंकिंग द्वारा जमा करना आवश्यक होगा। धरोहर धनराशि की दर रु० २०/- प्रति कु० याचित मात्रा में होगी।
- ३- (अ) निविदादाता यदि शीरे 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 सहकारी चीनी मिल संघ के पास सुरक्षित है। विक्रय किये गये शीरा मात्रा में से एक टैकर (१५० कु०) से कम शीरा लैप्स होने पर शीरा क्रेता की कोई धरोहर धनराशि जब्त नहीं होगी, किन्तु एक टैकर (१५० कु०) या इससे अधिक मात्रा लैप्स होने पर शीरा क्रेता की धरोहर धनराशि नियमानुसार जब्त की जायेगी।
- (ब) क्रेता द्वारा उठान न किए गये शीरे को यदि संघ द्वारा घटी दरो पर विक्रय करना पड़ता है तो ऐसी स्थिति में क्रेता की सम्पूर्ण जमा धरोहर धनराशि जब्त कर ली जायेगी।

- (स) निविदादाता के द्वारा आदेशित शीरा मात्रा का सम्भरण न किये जाने की स्थिति में प्रबन्धतन्त्र के द्वारा परीक्षणोपरान्त प्रतिकूल तथ्य दर्शित होने की दशा में काली सूचिबद्ध करने का अधिकार सुरक्षित रहेगा।
- ४- यदि क्रेता द्वारा निर्देशित अवधि में सम्पूर्ण उठान अपरिहार्य कारणों से नहीं किया जा सका है तथा विलम्ब के कारणों से प्रबन्ध तंत्र सहमत हो तो शीरा उठान की बैद्यता बढ़ाये जाने पर निर्णय ले सकता है, किन्तु इसी बीच यदि उक्त इकाई में शीरे की बढी दरे प्राप्त हो चुकी होगी तो शेष मात्रा का सम्भरण बढी दरो पर ही किया जायेगा।
- ५- प्रत्येक निविदादाता द्वारा आबकारी आयुक्त एवं शीरा नियंत्रक उ० प्र० के द्वारा निर्गत आदेशों के अन्तर्गत रसायनिक उद्योग आसवनी तथा पंजीकृत औद्योगिक इकाई द्वारा बोनाफाईड वास्तविक शीरा उपभोक्ता होने का प्रमाण पत्र दिया जायेगा, जो शीरा क्रय करने की पूर्ण अर्हता रखता है तथा भविष्य में इस सम्बन्ध में उत्पन्न होने वाली किसी भी विवाद में विक्रेता किसी भी प्रकार से उत्तरदायी नहीं होगा।
- ६- इकाई/इकाईयो से विक्रय हेतु शीरे की मात्रा घटाने/बढाने अथवा विक्रय न करने का अधिकार चीनी मिल्स संघ के पास सुरक्षित रहेगा। साथ ही आवश्यकतानुसार अतिरिक्त चीनी मिल भी टेंडर प्रक्रिया में सम्मिलित की जा सकती है।
- ७- शीरे की विक्री के उपरान्त निविदादाता द्वारा शीरे का उठान विहित अवधि के अन्दर किया जाना होगा।
- ८- प्रत्येक निविदादाता धरोहर धनराशि की सीमा तक ही शीरा आवंटन हेतु निविदा प्रस्तुत कर सकता है।
- ९- निविदादाता द्वारा शीरे की दर समस्त कर व फीस रहित देय होगा। एक्सार्ज ड्यूटी, जीएसटी तथा विधि के प्राविधानों के अनुरूप यथा निर्धारित अन्य फीस अतिरिक्त देय होगी। इसके अतिरिक्त यदि आबकारी विभाग, भारत सरकार, राज्य सरकार द्वारा ड्यूटी, कर, फीस आदि शीरा सम्भरण के मध्य लगायी जाने की स्थिति में निविदादाता के द्वारा प्रभावी तिथि से देय होगी।
- १०- समस्त शीरे की दर जहां है जैसा है के आधार पर आमंत्रित की जाती है। अतएव निविदादाता शीरे की गुणवत्ता इत्यादि के विषय में पूरी जानकारी अग्रिम रूप से सम्बन्धित इकाई में जा कर प्राप्त कर ले। निविदा स्वीकार होने के पश्चात किसी प्रकार के विवाद पर विचार नहीं किया जायेगा।
- ११- अग्रिम धरोहर धनराशि के अभाव में निविदा निरस्त कर दी जायेगी। धरोहर धनराशि का ड्राफ्ट सम्पूर्ण शीरा उठान के पश्चात चीनी मिल द्वारा अनापत्ति प्रमाण पत्र प्रस्तुत किये जाने पर संघ से क्रेता को वापिस कर दी जायेगी। इकाई से शीरा उठान से पूर्व शीरा मूल्य एवं अन्य देय कर इत्यादि साप्ताहिक सिड्यूल के साथ विक्रय आदेश प्राप्त करने के पांच दिन के अन्दर जमा करना होगा।
- १२- केन्द्र/राज्य सरकार द्वारा समय-समय पर जारी समस्त आदेशों के अन्तर्गत ही शीरे का विक्रय किया जायेगा।

- १३- क्रेता सहकारी चीनी मिल्स संघ से क़य किये जाने वाले शीरे का उपभोग आवागमन, सम्भरण के सम्बन्ध में शासन, आबकारी आयुक्त एवं शीरा नियंत्रक उ०प्र० द्वारा समय-समय पर जारी नियमों अधिनियमों का पालन करने के लिए पूर्ण रूप से उत्तरदायी होगा।
- १४- शीरा की निकासी सम्बन्धित इकाई आबकारी नियमों के अनुसार करेगी।
- १५- निविदादाताओं द्वारा संघ में जमा की जाने वाली धनराशि पर कोई ब्याज देय नहीं होगा।
- १६- वास्तविक उपभोक्ता को ही शीरे की विक्री की जायेगी अथवा संस्था का मूल अधिकारी/शीरा उपभोक्ता के अधिकृत प्रतिनिधि जो संघ की निविदा में वास्तविक शीरा उपभोक्ता इकाई/आसवनियो जिन्हे आबकारी विभाग द्वारा लाइसेन्स प्राप्त हो एवं जो एक अथवा अधिक हो सकती है को, के अधिकार पत्र प्रस्तुत करने के उपरान्त निविदा एवं दरो के निगोसियेशन की कार्यवाही में भाग लेते हैं उन्ही अधिकृत आसवनी/शीरा उपभोक्ता इकाई को इस कार्यवाही के पश्चात शीरा विक्रय किया जायेगा।
- १७- आवश्यकतानुसार प्रशासनिक आधार पर प्रबन्ध निदेशक द्वारा विक्रय किये जाने वाले शीरे हेतु भी उपरोक्त समस्त शर्तें लागू होंगी।
- १८- सामान्यतः निगोसियेशन नहीं किए जायेगे एवं यदि आवश्यकता हुई तो केवल संघ की प्रत्येक चीनी मिल में उपलब्ध शीरे के लिए प्राप्त अधिकतम दर (एच-१) से ही निगोसियेशन किया जा सकता है।
- १९- प्रदेश के बाहर शीरे का विक्रय व उठान आबकारी आयुक्त द्वारा जारी एन०ओ०सी० के आधार पर किया जायेगा। विक्रय आदेश में उल्लिखित बैद्यता अवधि में आबकारी आयुक्त कार्यालय से अनापत्ति प्रमाण-पत्र प्राप्त कर बैद्यता अवधि में सम्भरण किए जाने की जिम्मेदारी क्रेता पार्टी की होगी।
- २०- इस शीरा विक्रय के सम्बन्ध में नियमों के अन्तर्गत यदि कोई अन्य नियम लागू होता है तो वह क्रेता पक्ष पर लागू माना जायेगा।
- २१- विक्रय किये गये कुल शीरा मात्रा के बेसिक मूल्य की धनराशि का ड्राफ्ट उ०प्र० सहकारी चीनी मिल्स संघ लखनऊ, के नाम एवं आबकारी शुल्क व अन्य करों से सम्बन्धित आर.टी.जी.एस./न.ई.एफ.टी. सम्बन्धित चीनी मिलों के नाम, क्रेता द्वारा अलग-अलग बनवाया जायेगा, जिन्हे क्रेता द्वारा मिल स्तर पर जमा कराये जाने के उपरान्त ही शीरा का उठान मिलों से किया जा सकेगा।
- २२- यदि शीरा विक्रय के सम्बन्ध में कोई वाद उत्पन्न होता है तो सभीवादों का माननीय उच्च न्यायालय इलाहाबाद, लखनऊ खण्ड पीठ अथवा उसके अधीनस्थ लखनऊ स्थित न्यायालय को क्षेत्राधिकार होगा।
- २३- ई-निविदादाता के द्वारा प्रस्तुत प्रपत्रों का नियमानुसार तकनीकी परीक्षोपरान्त ही वित्तीय बिड खोली जायेगी।
- २४- शीरे की विक्री के सम्बन्ध में यथा स्थित निविदा की शर्तों में आवश्यक शिथिलता/संशोधन करने का भी अधिकार प्रबन्ध निदेशक को होगा।

- २५- एक अथवा सभी निविदाओं को निरस्त करने का अधिकार सहकारी चीनी मिल्स संघ के पास सुरक्षित हैं
- २६ उपरोक्त श्रेणी की शीरा क्रय हेतु ई-ऑक्शन में रु. 2/- प्रति कु. की दर से दरें बढ़ा सकता है।
- २७ शीरे की बिक्री हेतु प्रस्तावित अनारक्षित शीरा मात्रा की क्रय हेतु निविदा मात्रा की 100 प्रतिशत मात्रा डालना अनिवार्य है।
- जला शीरे की बिक्री हेतु प्रस्तावित मात्रा की क्रय हेतु निविदा मात्रा की 80 प्रतिशत मात्रा डालना अनिवार्य है।

प्रबंध निदेशक

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	
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 9.15	Copy of PD-2 License or any related statutory License issued by the Excise Commissioner	
5	Section 1 B Clause 9.4	Authorisation Letter by the Managing Director of the bidder Firm with required information.	
6	Section 1 B Clause 9.5(A)	Copy of Registration from Registrar of Firm Along with partnership deed.	
7	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	
8	Section 1 B Clause 9.7	Copy of GST Registration / PAN No.	
9	SECTION II	Acceptance to the Conditions of Contract	
10	SECTION III(A)	e- Auction Form	
11	SECTION III(B)	Schedule of Auction Quantity	
12	SECTION III (C)	Auction Quantity unit wise offered by the buyer	
13	SECTION III (D)	General Information / Capability Statement	
14	SECTION III (E)	Integrity Pact	

SECTION III(A): e- Auction FORM

Date:.....

IFB No **UPSUGARFED/MOL/2022-23/25**

To:

The Managing Director,
UP. Co-operative Sugar Factories Federation Ltd.
9-A, Rana Pratap Marg,
Lucknow-226 001

Dear Sir,

Having examined the e-Auction Documents, we, the undersigned, to buy / liftquintals of Molasses in conformity with the said e-Auction (Section II) of the e-Auction Document and will Lifting Molasses from your factories in addition to this, required e-Auction /EMD for Rs. 20.00 per quintal (Rupees Twenty per quintal) in the form of **RTGS / NEFT/ NET BANKING**, pledged in favour of U.P.Co-operative Sugar Factories Federation Ltd, Lucknow, is furnished with this e-Auction form.

We further undertake, if our e-Auction is accepted, to lift Molasses in accordance with the lifting validity period.

We agree to aAuctione 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 2023.

Signature

(in the capacity of)

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

Section III (B) Schedule of Auction Quantity

**शीरे की बिक्री हेतु प्रस्तावित मात्रा की क्रय हेतु निविदा मात्रा की
100 प्रतिशत मात्रा डालना अनिवार्य है**

ई - ऑक्शन में अनारक्षित शीरे की बिक्री हेतु ई - ऑक्शन में मात्रा एवं प्रारंभिक दर निम्नवत प्रस्तावित है :-

अनारक्षित सी हैवी शीरा

S.No.	मिल का नाम	विक्रय हेतु प्रस्तावित अनारक्षित मात्रा कु. में	ई-ऑक्शन हेतु प्रस्तावित न्यूनतम दर रु/प्रति कुं.
1.	Bagpat	31960	905
2.	Morna	30000	905
3.	Ramala	50000	905
4.	Nanauta	50000	905
5.	Belrayan	50000	930
6.	Badaun	14216	930
7.	Nanpara	30000	940
8.	SampurnaNagar	35000	930
9.	Gajraula	10000	920
10.	Bisalpur	22053	930
	Total	323229	

शीरे की बिक्री हेतु प्रस्तावित मात्रा की क्रय हेतु निविदा मात्रा की
100 प्रतिशत मात्रा डालना अनिवार्य है

सी हैवी शीरा

S.No.	मिल का नाम
1.	
2.	
3.	
4.	
5.	
6.	
7.	
8.	
9.	
10.	

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. 2360/-)
7. Details of Earnest Money Deposit
(@Rs. 20.00 Per quintal)

**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 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 Cooperative Sugar Factories Federation 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 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