

FORM NO.

THE MAHARASHTRA STATE CO-OPERATIVE BANK LTD., MUMBAI
(Incorporating The Vidarbha Co-op Bank Ltd.,)

Head Office - Sir Vithaldas Thackersey Smruti Bhavan,
9, Maharashtra Chamber of Commerce Lane,
Fort, Mumbai - 400 001

Reference No. MSCB/DIRR/SEC-46/670/2021-22 Dated: 05.01.2022

TENDER FORM
FOR
LEASE OF AKOT TALUKA SAHAKARI SOOT GIRNI LTD.,
VILLAGE- JOGBAN, AKOT- HIWARKHED ROAD, TAL. AKOT,
DIST. AKOLA, MAHARASHTRA

Production Capacity: 25000 Spindles (Working spindles 17280)

THE MAHARASHTRA STATE CO-OPERATIVE BANK LTD., MUMBAI
(Incorporating The Vidarbha Co-op Bank Ltd.,)

Regional Office: THE MAHARASHTRA STATE CO-OPERATIVE BANK LTD., Dr.
Dhananjay Gadgil Road, Mahal, Nagpur – 440032 Tel No. 0712-2774967/2773930

(FOR OFFICE USE ONLY)

1. Issuing Authority

Signature & Seal
Authorised officer & Managing Director
For The Maharashtra State Co-op Bank Ltd., Mumbai

2. Date of Issue:

3. Name of the Tenderer:

N.B. The entire Tender document should be submitted duly filled in and signed

**TENDER FOR LEASE OF OF AKOT TALUKA SAHAKARI SOOT GIRNI LTD.,
VILLAGE- JOGBAN, AKOT- HIWARKHED ROAD, TAL. AKOT, DIST. AKOLA,
MAHARASHTRA**

CONTACT PERSONS

**Authorised Officer & Managing Director,
For The Maharashtra State Co-op Bank Ltd., Mumbai**

Email-id: mds@mscbank.com Tel :- (022) 22876015 to 22876020 & 69801152

**Authorised Officer,
The Maharashtra State Co-operative Bank Ltd.,**

Regional Office: THE MAHARASHTRA STATE CO-OPERATIVE BANK LTD., Dr.
Dhananjay Gadgil Road, Mahal, Nagpur – 440032 Tel No. 0712-2774967/2773930

**THE MAHARASHTRA STATE CO-OPERATIVE BANK LTD., MUMBAI
(Incorporating The Vidarbha co-op Bank Ltd.,)**

**Head Office - Sir Vithhaldas Thackersey Smruti Bhavan, 9, Maharashtra
Chamber of Commerce Lane,
Fort, Mumbai - 400 001**

Email-id: mds@mscbank.com Tel: (022) 22876015 to 22876020 &
69801151/1152

TENDER FORM FOR LEASE OF SAHAKARI SOOT GIRNI

**AKOT TALUKA SAHAKARI SOOT GIRNI LTD.,
VILLAGE- JOGBAN, AKOT- HIWARKHED ROAD, TAL. AKOT, DIST. AKOLA**

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TENDER NOTICE FOR LEASE OF SOOT GIRNI

AKOT TALUKA SAHAKARI SOOT GIRNI LTD., VILLAGE- JOGBAN, AKOT- HIWARKHED ROAD, TAL. AKOT, DIST. AKOLA, MAHARASHTRA

Sealed Tenders is invited for running the Soot Girni from 2022-23 to 20__to__ subject to conditions of bipartite lease agreement made between The Maharashtra State Co-op Bank Ltd., Head Office, Sir Vithaldas Thackersey Smruti Bhavan, 9 Maharashtra Chamber of Commerce Lane, Fort, Mumbai-400001 (lessor)

AND

AKOT TALUKA SAHAKARI SOOT GIRNI LTD.,VILLAGE- JOGBAN, AKOT- HIWARKHED ROAD, TAL. AKOT, DIST. AKOLA, MAHARASHTRA, AND the lessee.

The property of Soot Girni is attached as per the provisions of Securitisation and Reconstruction of Financial Assets & Enforcement of Security Interest Act 2002 by bank's Authorised Officer.

Tender forms is made available from 05/01/2022 to 19/01/2022 during 11.00 a.m. to 5.00 p.m. on non-refundable payment of (Rs.5000/- plus GST of Rs.900/) Rs. 5900/- (Rs. Five thousand Nine hundred only/) by Cash/RTGS/NEFT from the Head office of the Lessor bank at Sir Vithaldas Thackersey Smruti Bhavan, 9 Maharashtra Chamber of Commerce Lane, Fort, Mumbai- 400 001 or Regional Office Nagpur, Dr. Dhananjay Gadgil Road, Mahal, Nagpur – 440032 or The Manager, Department for Institutional Recovery & Revival, The Maharashtra State Co-op Bank Ltd., Head Office, Fort, Mumbai- 400001 or can be downloaded from www.mscbank.com. In case the downloaded tender document, the document fees shall be paid through RTGS/NEFT (**IFSC- MSCI 0082002, A/c No. 0002116900000010, A/C name-DIRR Head Office, THE MAHARASHTRA STATE CO-OPERATIVE BANK LTD., MUMBAI**) before submission of Lease Tender document.

The interested tenderer/bidder can visit for the purpose of Inspection/Verification of Soot Girni Site on 12.01.2022 & 13.01.2022 during 11.00 a.m. to 5.00 p.m. with prior permission of Authorized officer, at their own cost. Tenderer can get additional information from The Authorized officer of The Maharashtra State Co-op Bank Ltd., Regional office, Nagpur/The Manager, Department for Institutional Recovery & Revival at The Maharashtra State Co-op Bank Ltd. Head office, Sir Vithaldas Thackersey Smruti Bhavan, 9 Maharashtra Chamber of Commerce Lane, Fort, Mumbai- 400 001.

The eligibility criteria for the bidder:-

- i)** The bidder firm/society/company (lessee) should not have overdue outstanding loans of any Financial Institutions/Banks.

- ii)** The Net worth of Firm's/ society/company/ Director's should be Positive (+ve) and more than as per the bank's policy duly certified by Chartered Accountant
- iii)** Last three year's I.T. returns and audited balance sheet of Firm/Institute/Society/Company.
- iv)** Firm/ Institute should have consecutively net profit from last 3 years.
- v)** Bidder/ tenderer should not be a blacklisted entity from any competent authority.
- vi)** Solvency certificate of Bidder/ Tenderer's from their Banker of equivalent amount of first five years security deposit of Rs. 12,00,000/-

Submission & opening of tender :-

The documents regarding eligibility criteria should be submitted by the bidder as per the Annexure-I. Duly filled Tender/bid should be submitted at the Maharashtra State Co-op Bank Ltd., Mumbai, Head Office, 2nd floor, Sir Vithaldas Thackersey Smruti Bhavan, 9 Maharashtra Chamber of Commerce Lane, Fort, Mumbai- 400 001 during the office hours as mentioned in the schedule.

The Interested tenderer/bidder may visit the above said Sahakari Soot Girni (Leasing Unit) with permission of authorized Officer on their own cost and may obtain additional information from the Authorized Officer, The Maharashtra State Co-operative Bank Ltd., Regional Office Nagpur and The Manager, Department for Institutional Recovery & Revival, The Maharashtra State Co-operative Bank Ltd., Head Office, Sir Vithaldas Thackersey Smruti Bhavan, 9, Maharashtra Chamber of Commerce Lane, Fort, Mumbai - 400 001.

The Tender forms received in time shall be opened on 20/01/2022 at 11.00 a.m. at The Maharashtra State Co-operative Bank Ltd., Head Office, Sir Vithaldas Thackersey Smruti Bhavan, 9, Maharashtra Chamber of Commerce Lane, Fort, Mumbai - 400 001. The parties who have submitted the Tender/bid should remain present in person or through authorised representative at the time of opening of the tender/bid with due authentication.

The interested tenderer/bidder shall be required to remit Rs.12.00 lacks (Rs. Twelve Lakhs only/-) as an EMD through RTGS/ NEFT. All eligible bids shall be placed before Bank's Executive Committee Meeting for finalisation. The Maharashtra State Cooperative Bank Ltd. reserves the right to accept /reject any or all tenders/bids without assigning any reasons. The successful tenderer/bidder will be informed accordingly. The successful tenderer/bidder have to pay Lease Rent as stipulated in the schedule of payment from the receipt of letter of tender acceptance. The bipartite agreement shall be signed and registered within specified time which will be mutually decided by the Bank and the successful tenderer/bidder. If the tenderer/bidder fails to adhere to the any act as specified in the Tender/bid document, the EMD deposited will be forfeited and tender/bid will be cancelled.

Note: The interested bidder should submit their proposal (mentioning total lease period & month wise rent to be paid)

Authorised officer & Managing Director
For The Maharashtra State Co-op Bank Ltd., Mumbai

II. OUTSTANDING DUES OF THE SECURED CREDITORS

As per SARFAESI Act, the MSC Bank is defined as “secured creditor” as its total Outstanding as on 30.11.2021 is given as under -

Sr. No.	Name of Secured Lender	Amount (Rs. In lakh)
1.	The Maharashtra State Co-Operative Bank Ltd.	5819.41
	TOTAL	5819.41

[Plus further interest from 01/12/2021 up to entire repayment of outstanding loan & interest.]

III. The known dues as per the knowledge of Authorised Officer are as follows:-

1. Provident Fund Dues of Rs.53,66,298/- as on 24/09/2012
2. Worker’s Dues of Rs. 14,85,00,000/- as on 31/03/2009
3. Property Tax of Rs. 80,60,703/- as on 02/08/2014
4. Non Agricultural Tax Rs.20,06,378/- during 2000-01 to 2021-2022.

Note: Bidder shall conduct latest due diligence at their own & cost.

IV. TERMS & CONDITIONS OF TENDER

Name & Address of Sahakari Soot Girni **AKOT TALUKA SAHAKARI SOOT GIRNI LTD., VILLAGE- JOGBAN, AKOT- HIWARKHED ROAD, TAL. AKOT, DIST. AKOLA**

COMMON CONDITIONS FOR LEASE OF SOOT GIRNI

1. The interested parties/firms shall submit their “Information and Declaration” of Tenderer giving details as per ANNEXURE-I attached hereto in envelope super scribed as "Technical bid **for AKOT TALUKA SAHAKARI SOOT GIRNI LTD.,VILLAGE- JOGBAN, AKOT- HIWARKHED ROAD, TAL. AKOT, DIST. AKOLA**".
2. The details submitted by the interested parties as per ANNEXURE I will be scrutinized and parties which are found eligible as per the terms and conditions of the tender documents will be allowed to participate further in the proceedings.
3. The interested tenderer shall be required to remit EMD of Rs.12.00 Lakhs (Rs Twelve Lakhs only/-) amount through RTGS/ NEFT, (**IFSC- MSCI 0082002, A/c No. 0002116900000010, A/C name-DIRR Head Office, THE MAHARASHTRA STATE CO-OPERATIVE BANK LTD., MUMBAI**). The E.M.D. of successful tenderer will be converted into security deposit. The successful tenderer should pay an equivalent 3 months fixed rent before the execution of lease agreement. The EMD of successful bidder will be adjusted towards security deposit.
4. The successful bidder has to bear the required charges/expenses for taking the assets of the SOOT GIRNI on lease such as stamp duty, registration charges and other charges incidental to making the factory run, if any.
5. The tender form should be duly complete in all respect. The offer amount should be clearly indicated both in figures as well as in words.
6. In case, the tender is not accepted, the amount of EMD shall be refunded without interest.
7. The submission of tender shall mean and imply that the tenderer has unconditionally agreed to and accepted all the terms and conditions of the tender
8. The offer must be submitted in original. The Tender Form is Non-transferable.
9. Any dispute arising out of this tender/ deal shall be subject to jurisdiction of city of Mumbai Courts only.
10. The tenderer cannot claim on account of any costs, expenses or other, compensation for their having inspected the factory and its premises and attended and participated in the further proceeding.

11. Authorised Officer reserves the right to adjourn and/ or postpone the date/ place/ time of opening of Tenders/bids/finalisation of Tenders /bids without citing any reason.
12. The tenderer shall submit two sealed envelope separately super scribed as ‘Technical Bid’ (The documents as per Annexure-I) and other as ‘Financial Bid’ (The documents as per Annexure-II) and it should specify condition No. 1 to 10 above and should be stitched together in a big envelope super scribed as "Lease Tender for **AKOT TALUKA SAHAKARI SOOT GIRNI LTD., VILLAGE- JOGBAN, AKOT- HIWARKHED ROAD, TAL. AKOT, DIST. AKOLA.**
13. Tenders/bids received after the expiry of due date will not be considered.
14. The sealed tender will be opened in presence of all tenderers or their authorised representatives’ on 20.01.2022 at 11.00 a.m. at The Maharashtra State Coop. Bank Ltd., Head office – Sir Vitthaldas Thackersey Smruti Bhavan, 9, Maharashtra Chamber of Commerce Lane, Fort, Mumbai-400001 and subject to negotiations after opening of the bid/tender document.

The amount mentioned in the bid shall be considered as final and subject to negotiation. During the tender opening, if more than 5 tenders are received, then first 3 eligible & highest bidders will be given the opportunity for negotiation for resubmission of maximum amount of quote/offer. And if less than 5 tenders are received, then all received eligible bidders will be given the opportunity for negotiation for resubmission of revised maximum amount of quote/offer on the spot but all eligible bidder shall not be entitled to reduce its original submitted quote/offers. On the date of opening of the tender, the tenders will be opened in the presence of all bidders/their representatives. The AO will declare the highest bidder above the reserve price, as successful bidder.

The MSC Bank will not entertain any further demand for change in quotes/offers/terms and conditions of tender document. Else the EMD deposited by the successful bidder will be forfeited

Please note that the tender offer should not be less than rent mentioned in clause no.17 below.

15. The bid tender shall contain full address / telephone no./e-mail id of authorised person of the bidders for communication
16. The documents attached to the bid / tender forms shall not be detached from one another and no alteration or mutilations (other than filling in the blank space) shall be made in any of documents attached thereto.
17. The bidder should quote minimum fixed rent not less than Rs.4.00 Lakh per month for the first year & from second year onwards till the expiry of the lease period the rent should quote minimum 10% incremental rise for each year.
18. The interested bidder shall carry out due diligence at their own costs before the bids are submitted. If the bidder has submitted the bid tender, it shall

be presumed that the bidder has ensured all the dues & liabilities of the Soot Girni and thereafter no complaint would be entertained.

19. The successful bidder (Lessee) has to enter into bipartite agreement with all the terms & conditions and if any additional terms & conditions mutually agreed between them.
20. The possession of the property will be handed over to successful bidder only on fulfilment of all conditions mentioned in the bid document and after completion of legal formalities.

Specific Terms & Conditions

The Lease of the said Soot Girni shall be for the period of ____ years from season 2022-23 to ____ . It would commence from the date of the Agreement till the end of the season ____.

1. Interest Free Security Deposit :-

<u>Installment</u>	<u>Amount</u>	<u>Due date</u>
I. At least three months Advance Fixed Rent		Before execution of Lease Agreement.

- 1.1 The Security deposit will be refunded only after expiry of the Lease period. But if lessee decides to breach the lease agreement before the expiry of lease period, the security deposit paid by lessee will be forfeited.
- 1.2 The EMD amount i.e. Rs.12.00 Lakhs should be paid on or before submission of tender.
- 1.3 The Lessee is bound to pay monthly fixed lease rent amount as specified in the lease agreement on due date. In the event, if lessee fails to pay the lease rent in stipulated time, and the same remains unpaid for consecutive three months, then the MSC Bank will recover the same from the security deposit.
- 1.4 **Additional Irrevocable Bank Guarantee for an outstanding amount as on date.**
The successful bidder (Lessee) has to submit an Irrevocable Bank Guarantee of any Nationalized Bank equivalent to an outstanding amount of Rs. 5819.41 lacs as on 30.11.2021 against the Girni, before execution of this Agreement. If lessee fails to adhere to/commits/default/breaches any of terms and condition of this agreement, then MSC Bank (Lessor) will invoke the said irrevocable bank guarantee by simply issuing demand letter, without giving any reason for the same, to the their issuing Bank.. The invocation of Bank Guarantee shall be to the extent of outstanding amount prevailing on the date of invocation of Bank Guarantee or the amount of original Bank guarantee, whichever is less.

2. Lease rent amount:-

- 2.1 The lessee has to pay minimum fixed rent not be less than Rs.4.00 Lakh per month for the first year & from second year onwards till the expiry of the lease period the lessee should pay rent at least 10% incremental rise per year. The lease rent of per month shall be paid in advance by the lessee on or before the 10th date of same month.
- 2.2) Interest @18% p.a. will be charged on the Lease rent amount paid after due date for first 3 month. If outstanding amount along with interest is not paid within stipulated period i.e. 3 months from the due date, the Lease agreement will terminate automatically & the lessee shall handover the asserts of the *Soot Girni* to The Maharashtra State Co-operative Bank Ltd. (Lessor) without any complaint and give peaceful possession. In such case the outstanding Lease Rent amount shall be recovered from the security deposit kept by Lessee with bank.
- 2.3) If for any reason, other than breach of any obligations and covenants of the Lessor as herein provided, the Lessee terminates this Lease or vacates the said *Soot Girni* premises during the Lease period, the Lessee shall be liable to pay the lease amount at least for that season and all other dues and taxes payable till that year. The Lessor shall be entitled to recover such amount from **the security deposit provided by the lessee.**
- 2.4) The lease rent as mentioned above in the table is exclusive of all taxes. All type of taxes should be paid by the lessee.
- 2.5) Service **Tax/G.S.T. (if** applicable) will be charged separately. The lessee has to pay the said amount in addition to the lease rent amount.
- 2.6) The lease rent & conversion charges amount should be appropriated towards the loan outstanding dues of the *Soot Girni* maintained with The Maharashtra State Co-operative Bank Ltd. only.
- 2.7) The Lessee shall have to pay Fixed Rent irrespective of the season taken or not for the year.

3) Lease period:-

The lease period under this agreement shall be from 2022-23 to _____. The lessee shall handover the possession to lessor (Bank) on or before 30th June of that year. If the lessee fails to do so, the penalty @ Rs.4.00 Lakhs per month will be levied w.e.f. 1st July till the date of handover the possession and the same will be recovered from the security deposit kept by the lessee with the Bank.

4. Maintenance of Machinery:-

The lessee with whom the lease agreement is executed by The Maharashtra State Co-operative Bank Ltd. is responsible for keeping the machinery and other equipment in good working condition during the period of lease.

5. Insurance:-

The lessee will ensure that an entire movable and immovable asset under the lease agreement is insured for the appropriate value during the tenure of the lease & should keep the insurance live all the time.

The insurance to be taken by the Lessee should be in joint name of Lessee & The Maharashtra State Co-Operative Bank Ltd. and should cover fire, earthquake, storm, War, Civil disturbances or beyond the control of human being/ act of god and burglary. Notwithstanding anything contained herein whereas the Lessor shall not be responsible to any loss or damage to the assets, belongings and personnel of the Lessee resulting from the aforesaid happenings and lessee will be responsible for such loss, damaged occurred.

6. Shifting and replacement of Machinery:-

The Lessee is strictly prohibited from shifting the existing machinery and equipment from the premises. If any machinery or part is required to be replaced which cost more than Rs. 2.00 Lakhs, it should be done with prior written permission of the Bank (Lessor) and the replaced part shall be stored collectively in the premises of SSG by intimating to the Bank.

The stores and spares which are already owned and possessed by the said **AKOT TALUKA SAHAKARI SOOT GIRNI LTD., VILLAGE- JOGBAN, AKOT- HIWARKHED ROAD, TAL. AKOT, DIST. AKOLA**, shall be made available to the Lessee for its use during day to day running of the Soot Girni but the Lessee will pay to the MSCB for such spares/stores/consumables delivered to the Lessee at depreciated cost or market price whichever is higher, which is to be paid to MSCB as soon as stores is handed over to Lessee. This will be over and above the Lease amount.

7. The Lessee is not authorised to carry out the any alteration/additional constructions in the premises handed over to him for operation without specific prior written permission from authorised officer of the Maharashtra State Co-Operative Bank Ltd.

But, it is the duty of the Lessee to maintain the building, Plant and Machinery and the Land of the Soot Girni in proper condition. Any loss, damages if occurred will be compensated from lessee.

8. **Licences**

Lessee on behalf of Soot Girni has the responsibility to obtain the necessary Licence, Certificate of pollution, statutory permission from competent /concern /local bodies/State Govt./Central Govt and requisite statutory authorities. Non receipt or delay in permission shall not be considered as ground of non-fulfilment of any of the terms and conditions of the tender. The Maharashtra State Co-operative Bank Ltd., is not responsible for such delay. Such delay will not affect payment schedule.

The License and the permission fees etc., required to be paid by the Lessee at its own cost during the tenure of the lease agreement.

The Lessee is not authorised to carry out any alteration/additional construction in the premises handed over to him for operation by MSCB without specific permission from MSCB. The stock of materials available at the site/ factory shall be evaluated at the time of awarding the lease.

9. After obtaining written permission from bank, the lessee may install new machinery of the appropriate technology at his cost to diversify and/or enhance the production level of the plant. For doing so whatever arrangements are required to be done, such as provision of utilities and to obtain various permissions/clearances etc., are to be arranged by the lessee. MSCB is not responsible for effecting any payment to the lessee for such installation/alterations etc. The Lessee will have to submit detailed list of machinery to be installed for approval from MSCB. At the expiry or

termination of the lease period, the Lessee will not remove the machineries or equipments brought and installed by them and the same shall be handed over to The Maharashtra State Co-Operative Bank Ltd. Lessee will not demand any reward under Capital investment made by him either from the Bank or from Girni.

10. Lessee will make use of the new installation for enhancing the production capacity and also can earn profits from the new machinery installed by the Lessee.

11 **Charge on the Assets: -**

The lessee is not allowed to create any charge on the existing movable/ immovable assets of Soot Girni. But if requested by the borrower Soot Girni and as per their consent, the bank will allow to create second charge on the existing assets to lessee.

12) If the lessee has availed loan for enhancing the capacity or for new plant, from any other financial institution/bank, the second charge of The Maharashtra State Co-Operative Bank Ltd. along with the charge of the said financing bank will be noted on newly created assets. It is the responsibility of the lessee to create the second charge of the MSC bank.

12A) If the Bank takes decision to sell out the said soot Girni, in such circumstances Bank (lessor) should issue a one month prior written notice to the lessee and lessee has to handover the peaceful possession to the Lessor (Bank). The said decision will be effective after the lock-in period of 5 years and after the expiry of the running year, provided that the lessee do not violate any terms of the lease agreement and paid the rent regularly on due date.

13. The lease agreement will have lock-in period of 5 years from the date of this agreement. **Within this lock** in period of 5 years, the lessee could not terminate or cancel this lease agreement, else the security deposit kept with the bank will be forfeited and the Bank reserves its right to terminate/cancel

the lease agreement provided that lessee has not complied with any terms and conditions or paid the rent regularl. Though the outstanding of MSC bank has recovered fully, then also this agreement will remain in force. Borrower Soot Girni have no right to terminate or cancel the said lease agreement. This agreement will terminate or cancel after expiry of lease period or up to entire repayment of outstanding of Bank's loan amount.

14. At the expiry or termination of the lease period, the Lessee will handover the possession of the assets on "As it is" basis to The Maharashtra State Co-operative Bank Ltd.
15. At the expiry or termination of the lease period, the Lessee will hand over the possession of the assets on "As it is where it is and whatever it is basis" to The Maharashtra State Co-operative Bank Ltd.(Lessor)
16. It is expected that the lessee should sale out the stock within 3 months from the end of lease period. It is bound that the lessee should handover the possession of empty godowns to the lessor at the end of the lease period. If the possession of the godowns is not handed over to lessor, then the lessee has to pay penalty charges of Rs.4 lakhs per month per go-down.
17. The lease agreement to be entered into shall be subject order, if any, of the competent legal authority in respect of any of the cases mentioned in Part B of this document or otherwise.
18. The Lessee shall shift yarn produced by the Lessee during the tenure of the agreement, within three months after expiry of the lease period. After this date if Lessee fails to shift the yarn so produced during the period of the agreement the Lessee shall pay to the Lessor an amount of rent of above grace period of three months. If the Lessee fails to shift the above products within 3 months grace period after end of expiry of lease period lease period, the lessee shall have no right on such products and the same will become the absolute property of the Lessor (bank) at free of cost.
19. **Damage & Loss of Machinery:-**
The lessee shall not cause any damages or loss to the plant and machinery and

allied equipment's of the Sah. Soot Girni. If any such damage or loss is found, the lessee will be responsible for the same and same shall be compensated and reimbursed by the lessee to the bank/lessor, else the said amount will be recovered from the security deposit kept with the bank by lessee.

20. Any loss or damage to the said Premises resulting from fire, earthquake, storm, war, civil disturbances or other such happening, as stated above, beyond the control of human beings or by the acts of God, force majeure etc. the insurance to be taken by the Lessee jointly with MSCB should cover all such events and insurance claim on happening of any such event shall be received fully by MSCB. Notwithstanding anything contained herein whereas the Lessor shall not be responsible to any loss or damage to the assets, belongings and people of the Lessee resulting from the aforesaid happenings.

21. The preliminary expenses required for running the operation of the spinning mill will have to be borne by the Lessee. The Lessee should quote the rent & period of lease.

22. **Existing Stocks:-**

If there is an existing stock of yarn and other by-product lying at the SSG premises prior to this agreement, then such stock will be the asset of bank and as such the bank will dispose the said yarn and bye- product and lessee does not have any right over this.

23. **Staff :-**

The lessee has liberty to engage the staff as per the requirement. The salaries, allowances and other monetary benefits payable to the staff employed by the lessee from date of agreement till the expiry of this agreement shall be paid by the lessee. All statutory dues is the responsibility of lessee.

The Provident Fund Contribution and Labour welfare contribution, salaries, gratuity, allowances of entire staff employed by the lessee during the period or tenure of the lease agreement shall be borne and paid by the

lessee as per applicable law. The Bank (lessor) under no circumstances will be liable for the same at the end of the Lease period labour should submit the receipts of the paid PF.

24. The Provident Fund Contribution and Labour welfare contribution salaries gratuity & allowances of entire staff employed by the lessee during the period of the agreement shall be borne and paid by the lessee as per Law. The lessor will be under no circumstances liable for the same.

25. **Payment of Lease money:-**

The lessee has to pay the lease rent to the The Maharashtra State Co-op Bank Ltd., Mumbai as bellow.

Advance rent:- ----- Equivalent to 3 month's rent.

Minimum Fixed monthly Rent	Rs. 4.00 lacks per month for 1 st year. From 2 nd year up to lease period 10% increase
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(Exclusive of GST)

Please note that the Tender should not be less than the amount mentioned in the chart. The amount mentioned in the bid shall be considered as final and subject to negotiation. During the tender opening, if more than 5 tenders are received, then first 3 eligible & highest bidders will be given the opportunity for negotiation for resubmission of maximum amount of quote/offer. And if less than 5 tenders are received, then all received eligible bidders will be given the opportunity for negotiation for resubmission of revised maximum amount of quote/offer on the spot but all eligible bidder shall not be entitled to reduce its original submitted quote/offers. On the date of opening of the tender, the tenders will be opened in the presence of all bidders/their representatives. The AO will declare the highest bidder above the reserve price, as successful bidder.

The MSC Bank will not entertain any further demand for change in quotes/offers/terms and conditions of tender document. Else the EMD deposited by the successful bidder will be forfeited.

26. **Lessee may have a liberty to procure and process the cotton of members of the Sah. Soot Girni. The lessee is entitled to procure the cotton available within the area of operation which is covered by the bye-laws of the Sah. Soot Girni. Apart from the cotton from the area of operation**

of the Sah. Soot Girni, the lessee shall have right to procure the other required yarn from anywhere from any other sources as per his convenience and requirement.

27. The soot manufactured by the Lessee shall be of the ownership of the lessee and as such the lessee would be entitled to dispose off the said soot and other allied bye-products if any during the period covered by this agreement subject to statutory compliances as required. The liabilities under the sales tax Act, Income Tax Act, Excise Act, Purchase Tax Act and all other applicable taxes shall be discharged by the lessee out of their own funds. The Sah. Soot Girni /Bank or Lessor shall not have any right or interest over the spindles and products manufactured by the lessee during the existence of the period under this agreement.
28. The sale and export of the soot manufactured by the lessee during the period of lease agreement shall be subject to the obtaining required permissions from the respective Governments Authorities by the lessee. The lessee is entitled to claim any grants or subsidies from the Government of Maharashtra or Government of India as regards the yarn produced during the lease period under this agreement except for a relief packages due to draught conditions. Further, however, considering the background of this agreement and the conditions or the Sah. Soot Girni, if any grant or subsidy are declared by the state Government or the Government of India to the Sah.Soot Girni, the same shall be received only by the bank /lessor and not by the lessee.
29. The Plant and Machinery and other allied equipments in the Sah. Soot Girni which are meant for manufacturing of yarn shall be maintained by the lessee at its cost, also the insurance of Plant and Machinery and other property of the Sah. Soot Girni shall be kept in working condition by the lessee at its cost.
30. All statutory payments and also other required payments to be made is the sole responsibility of Lessee. Lessee has to indemnify the Bank in case of these payments by giving Indemnity Bond.

31. All type of payments payable, accrued claims as demanded by the Govt./concern authorities prior to this agreement and during the period of lease is the responsibility of lessee. The security deposit kept with the bank/ lessor will be repaid to lessee on submission of all receipts of all such payments made by lessee on expiry of lease period, without any interest.
32. During the period of lease agreement, any liabilities created by the lessee, while undertaking, manufacturing, yarn, and allied bi-products shall be the responsibilities of the lessee and such liabilities shall be discharged only by the lessee out of its own funds.
33. The Maharashtra State Co-operative Bank Ltd. (“The Bank”) being secured creditor under SARFAESI Act, the payment received to the Bank shall be free from all statutory liabilities and shall be adjusted towards the outstanding dues of the borrower. TDS, GST, Statutory dues, Labour wages, other outstanding dues of the financial Institutions, all the dues & Liabilities **prior to this agreement and** during the period of the lease agreement is the responsibility of Lessee. The rent amount will not be utilized towards the payment of these dues. The lease rent amount will be only appropriated towards the outstanding dues (along with interest) of the Girni with the lessor bank. The borrower *Girni* will cooperate for complying of all the required documents. If it is found that the said statutory dues & any other dues has not been paid by the lessee, the bank will take possession of *Girni* and in that case, the lessee has no right to demand for the investment made by him. Lessee (as the case may be) shall pay all the statutory taxes arising from this transaction from time to time and furnish all such returns to the Government as required under the statute.
34. Apart from the existing godowns and stores building of the Sah.Soot Girni. if any other temporary godown or shed is required to be installed, the same shall be installed or erected on temporary basis by the lessee at its own costs with the permission of the bank/lessor. The lessee shall not

claim any compensation from the bank/lessor towards erection of such temporary shed or stores, etc.

35. The license and permission fees etc. required to be paid shall be paid by the lessee at its own cost during the tenure of the lease agreement.
36. The Plant & Machinery, Other allied equipment's and assets of the Sah. Soot Girni shall not be mortgaged or given as a security to any financial institution or others by the lessee under any circumstances.
37. Lessee is allowed to alter, modify, repair the existing installed machinery at his own costs. Besides if he wants to replace the machinery, he can do so at his own costs. Lessee is allowed to increase the production capacity of soot girni by expansion, by adding/ installing new machinery. Bank will not provide finance for such expansion. At the end of the Lease period Lessee has to leave the machinery in soot girni.
38. During the period of the lease agreement, if any death or disability is caused to the staff members or workers due to the accident occupational decrease or negligence of the lessee, the compensation of medical expenses payable in such event shall be paid by the lessee as per Law.
39. The lessee shall be liable for all criminal and civil liabilities arising due to activities of the lessee under the lease agreement. The lessee and their officers shall alone be liable for such criminal and civil actions.
40. The Internal roads, staff quarters, Jackwells, rising main, reservoir, spray pond, machinery foundation, E.T.P., Borewell and Pipeline, sump well pipe line, diesel pump and the buildings of the Sah.Soot Girni shall be maintained in good condition by the lessee.
41. The lessee shall not be liable to any consequences, liabilities and benefits arising out of the various suits, disputes and other legal actions initiated by the Sah. Soot Girni for recovery of the dues, loans compensation and

other amounts. The Sah. Soot Girni is entitled to proceed further with the said suits, disputes, legal actions on its own.

42. The lessee/Girni shall be liable to the demands and liabilities made against the Sah. Soot Girni in any Hon. Courts prior to the execution of the lease agreement. Also, the lessee/Girni shall be liable for any loans of the Sah.Soot Girni which are payable since prior to the execution of the lease agreement. The spindles and other bye-products produced by the lessee during the period of the agreement shall not be liable towards the liabilities of the Sah. Soot Girni which are required to be discharged by the Sah. Soot Girni. The Bank shall not be liable for such dues.
43. The lessee shall maintain the accounts of its transaction pertaining to productions of spindles and product separately and give the said reports to lessor at the end of every fortnight.
44. The Girni shall not create any obstacles/hindrane in the work of the Lessee during the lease period of this agreement.
45. Any Dispute between the parties with regards to the agreement shall be referred to the Managing Director, The Maharashtra State Co-op Bank Ltd., Mumbai for Arbitration who shall act as the sole arbitrator.
46. During the tenure of agreement any kind of scrap material removed during the overhauling of machinery equipment shall be property of the Bank/lessor.
47. **Indemnity -**
The lessee shall be liable for and shall indemnify the lessor against any liability, loss, claim or proceedings whatsoever arising under any status are at common law in respect of any person caused during the period of lease agreement by giving Indemnity Bond to that effect to Lessor.
48. The Lessee shall perform its part of the assignment under this agreement with degree of high professional skill and sound practices and judgment

which is normally exercised by recognized professional undertakings with respect to assignments of similar nature and the lessee shall endeavour to use its professional skills to the best of its ability and do such and other acts incidental thereto which will further the business interest of the Lessor.

49. The lessee shall be nominal member (B Class) of the lessor.

50. **FORCE MAJEURE:**

Both the parties to the agreement understand, acknowledge and agree for the purpose of the present agreement. The Force Majeure clause will not be applicable for the purpose of proposed leasing of SSG. For purposes of this Agreement, Force Majeure shall mean a cause or event that is not reasonably foreseeable or otherwise caused by or under the control of the party claiming Force Majeure, including acts of God, fires, droughts, floods, explosions, riots, wars, hurricane, sabotage, terrorism, vandalism, accident, restraint of government, governmental acts, injunctions, labour strikes, availability of soot (raw material) and other like events that are beyond the reasonable anticipation and control of the party affected thereby, despite such party's reasonable efforts to prevent, avoid, delay, or the effects thereof are not attributable to a party's failure to perform its obligations. Even under such an event, lessee will not be able to invoke Force Majeure clause & will have to pay the lease amount as per agreed terms and conditions except in case of pandemic lockdown situation arises, and if requested by the lessee, the lessor (Bank) will decide to the reduction in fixed rent amount for that particular period.

51. **This lease agreement should have been a lock in period of 5 years from the date of this agreement. Though the outstanding amount of the MSC Bank has recovered fully then also this agreement will remain in force. Borrower/Girni/Lessee have no right to terminate or cancel the said lease agreement.**

52. The lessee has to enter into a bi-partite/tri-partite agreement with all above terms & conditions and additional terms & conditions as mutually agreed.
53. The lessee is not allowed to breach the agreement till the expiry of the lease period. If lessee decides to break the lease agreement before the lock in period of 5 years or before expiry of the lease period, then the security deposit of the lessee will be forfeited.
54. In the event occurs beyond the control of the Bank and also the lessee and if the Bank deems fit and proper, Bank reserves right to terminate this lease agreement by giving at least 1 month's notice and will take the possession of the Girni.
- 54.A. The Maharashtra State Co-operative Bank Ltd. ("the Bank/MSCB/the bank") being secured creditor under SARFAESI Act, receipts in the hands of the bank shall be free from all statutory liabilities and shall be adjusted towards the outstanding dues of the borrower. TDS (income tax) shall be deducted in the name of the borrower as these rental receipts will be charged to tax in the hands of the borrower. The lease rent shall be paid by the lessee through RTGS/NEFT in current account No._____ of the MSC Bank Regional Office, Nagpur. The bank will receive receipts net off tax (after deducting TDS), accordingly nil TDS to be deposited in the name of the Bank on these receipts. Borrower and or lessee (as the case may be) shall have sole responsibility of remitting all applicable taxes (i.e. Income Tax, Service Tax and any other taxes etc.) to the Government. The bank therefore does not hold responsibility of any taxes arising out of this transaction. The lessee has to pay said amount in addition to the lease rent amount.
- 54.B. Borrower shall have the responsibility to issue Service Tax Invoice or GST Invoice of rent/ lease amount as applicable. Remittance of Service Tax liability shall be borne by the borrower. The bank, in any case, shall not be

held liable to pay any taxes on the recovery receipts towards the outstanding dues.

54.C. Borrower and / or lessee (as the case may be) shall pay all the statutory taxes arising from this transaction from time to time and furnish all such returns to the Government as required under the statute.

54 D. The possession of the property will be handed over to successful tenderer only after receipt of required amount, bank guarantee and fulfillment of all legal formalities.

54 E. The bank reserve all rights to change/amend any terms and conditions of this agreement.

54 F. The annexure-I and II are part and parcel of this tender document.

55. **Special Conditions.**

As explained in the tender notice Bank is inviting the Bids on "AS IS WHAT IS AND WHERE IS" Basis.

SIGNATURE OF AUTHORISED PERSON
(NAME IN BLOCK LETTERS)

ANNEXURE-I

(TECHNICAL BID)

The interested parties may submit their unconditional and qualified tenders/proposals to the MSC Bank **in two separate sealed envelopes** so as to reach the MSCB not later than 5.00 p.m., on 19/01/2022, one sealed envelope which shall be super scribed as **“Technical Bid for lease of AKOT TALUKA SAHAKARI SOOT GIRNI**

LTD., VILLAGE- JOGBAN, AKOT- HIWARKHED ROAD, TAL. AKOT, DIST. AKOLA," contains following documents.

- i. Bid document as per format.
- ii. Copy of Registration Certificate (In case of firm/Society)
- iii. Copy of Memorandum & Articles of Association with Registration Certificate (if applicable).
- iv. Copy of Deed of Partnership with certificate (If applicable).
- v. Bye-laws of the Co-op Society (if applicable).
- vi. Last 3 years Audited Balance Sheet.
- vii. Last 3 years Profit & Annual Turnover per year.
- viii. Last 3 years Income Tax Returns.
- ix. **Solvency certificate of Bidder/ Tenderer's from their Banker of equivalent amount of first five years security deposit of Rs. 12,00,000/-**
- ix. **Proof of availability of funds:**
 - Audited Balance sheet for the last 3 years
 - 1) Profit during last three years.

	Year	Amount
a)	2018-19	Rs.
b)	2019-20	Rs.
c)	2020-21	Rs.
 - 2) Annual Turn over per year.

	Year	Turnover
a)	2018-19	Rs.
b)	2019-20	Rs.
c)	2020-21	Rs.
 - x. Pan Card copy of Firm/partners/Company/Directors/Individual.
 - xi. Copy of Resolution.
 - xii. Receipt of RTGS payment made to MSCB.
 - xiii. Security Deposit paid to **"The Maharashtra State Co-Operative Bank Ltd., Mumbai, through RTGS (RTGS/NEFT (IFSC- MSCI 0082002, A/c No. 0002116900000010, A/C name-DIRR Head Office, THE MAHARASHTRA STATE CO-OPERATIVE BANK LTD., MUMBAI).** on or before the date of submission of proposal.

The other sealed envelope containing "Form of bid/offer" (as per format of bid document) super scribed as **"Financial Bid for lease of AKOT TALUKA SAHAKARI SOOT GIRNI LTD.,VILLAGE- JOGBAN, AKOT- HIWARKHED ROAD, TAL. AKOT, DIST. AKOLA"**

Both the sealed envelopes shall be put together in one sealed envelope which shall be super scribed as **"Bid for Lease for AKOT TALUKA SAHAKARI SOOT GIRNI LTD.,VILLAGE-**

JOGBAN, AKOT- HIWARKHED ROAD, TAL. AKOT, DIST. AKOLA, and addressed to Authorized Officer, **The Maharashtra State Co-Operative Bank Ltd., 2nd Floor, Sir Vithaldas Thackersey Memorial Building,9, Maharashtra Chamber of Commerce Lane, Fort, Mumbai - 400 001.**, and should be dropped in the box kept at above mentioned address.

Eligibility Criteria for the bidder (Lessee):

- i)** The bidder firm/society/company (lessee) should not have overdue outstanding loans of any Financial Institutions/Banks.
- ii)** The Net worth of Firm's/ society/company/ Director's should be Positive (+ve) and more than as per the bank's policy.
- iii)** Firm/ Institute should have consecutively net profit from last 3 years.
- iv)** Bidder/ tenderer should not be a blacklisted entity from any competent authority.
- v)** The Co-operative society/firm/company should be working for atleast last three years.

DECLARATON

I /We have gone through the details of tender documents and also personally or through representative visited the site of properties to be leased & studied the details thereof. The information submitted along with the tender documents by me is true and correct to the best of my/our knowledge. I hereby declare to abide by the terms and conditions of the tender documents.

Date:

Signature of the Authorized person
of the Bidding form

Place:

Annexure -II

BID FORM/OFFER (COMMERCIAL BID)
FORM OF BID/OFFER FOR LEASE OF SECURED ASSETS/PROPERTY OF
AKOT TALUKA SAHAKARI SOOT GIRNI LTD.,VILLAGE- JOGBAN,
AKOT- HIWARKHED ROAD, TAL. AKOT, DIST. AKOLA

(To be filled and submitted by the Bidder/Offerer)

1.	a) Full name of the Bidder/Offerer (In Block Letter)	:
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	b) Complete Postal Address with Pin Code, Telephone Nos, Fax Nos., Mobile Nos, E-Mail Id, Website etc.	:
2.	Brief particulars of Business	:
3.	Name of the Company/Firm/Person in whose name the Secured Assets/Property are to be purchased	
4.	Income Tax Permanent Account Number(s) (PAN) of Bidder/Offerer	:
5.	Amount quoted by the Bidder/offered for the lease of Secured Assets/property	
6.	Details of Security Deposit RTGS/NEFT Receipt No.	:Rs. : Rupees (Words)
7.	Lease Period	_____ years

Quoted Amount for rental charges :

Sr.No.	Year	Minimum Fixed Rent per month (Rs.in lacs)	Offer rent per year (Rs.in lacks)
1)	2022-23 to 2023-24	4.00	
2)	2023-24 onwards till expiry of the tenure of lease period	Minimum 10% incremental rise of rent per year.	

I/We have read and understood the detailed terms and conditions of the lease and have also read, pursued and understood all the relevant papers and have carried out my/our own due diligence. In case any information is found to be incorrect /incomplete, I/we shall not hold the Authorised officer or secured creditors responsible for the same and shall not have any claim whatsoever against either of them.

Signature of duly Authorised official of the Bidder/Offerer with Seal

Name and Designation of the Authorised Signatory

Place:

Date: