

FORM NO.

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

**Head Office - 9, Maharashtra Chamber of Commerce Lane,
Fort, Mumbai - 400 001**

Reference No. MSCB/DIRR/SEC-116/342/2018-19 Dated: 05/09/2018

**TENDER FORM FOR LEASE
OF
ROKADESHWAR SAHAKARI SOOT GIRNI LTD.,
KHANDEGAON, TAL. BASMAT,
DIST. HINGOLI, MAHARASHTRA**

Production Capacity: 25200 Spindles

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

**Regional Office, Nanded : Plot No.180, Vasant Nagar, Near
Shardanagar Bus Stop, Purna
Road, Nanded-431602.**

(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 ROKADESHWAR SAHAKARI SOOT GIRNI LTD.,
KHANDEGAON, TAL. BASMAT, DIST. HINGOLI.**

CONTACT PERSONS

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

Fax : (022) 22885449 / 22830829 Tel :- (022) 22876015 to 20

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

Regional Office, Nanded: Plot No.180,Vasant nagar, Near Shardanagar Bus Stop,
Purna Road, Nanded-431602.

Fax: (02462) 285066

Tel: (02462) 284919,284745

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

**Head Office - 9, Maharashtra Chamber of Commerce Lane,
Fort, Mumbai - 400 001**

Fax: (022) 22885449 / 22830829 Tel: (022) 22876015 to 20

**TENDER FORM FOR LEASE OF SAHAKARI SOOT GIRNI
ROKADESHWAR SAHAKARI SOOT GIRNI LTD., KHANDEGAON, TAL.
BASMAT, DIST. HINGOLI**

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I. TENDER NOTICE FOR LEASING OUT

ROKADESHWAR SAHAKARI SOOT GIRNI LTD., KHANDEGAON, TAL. BASMAT, DIST: HINGOLI.

The property of **ROKADESHWAR SAHAKARI SOOT GIRNI LTD.,** having installed capacity of 25200 Spindles is attached by the Bank as per the provision of SARFAESI Act, 2002.

Sealed Tenders are invited for running the Soot Girni for ____ seasons from 2018-19 to 20__to__ (subject to conditions of lease agreement) namely **ROKADESHWAR SAHAKARI SOOT GIRNI LTD., KHANDEGAON, TAL. BASMAT, DIST: HINGOLI, MAHARASHTRA,** which 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 will be made available from 05.09.2018 to 19.09.2018 during 11.00 A.M. to 5.00 P.M. from the office of The Authorised Officer of The Maharashtra State Co-op Bank Ltd., as well as from Regional Office, Nanded or The Manager, Department for Institutional Recovery & Revival, The Maharashtra State Co-op Bank Ltd., Head Office, 2nd floor, 9 Maharashtra Chamber of Commerce Lane, Fort, Mumbai- 400 001, on non-refundable payment of Rs.5000/- (Rs. Five thousand only) towards cost of blank Tender form. The said document can also be downloaded from www.msrbank.com In case the downloaded document, the cost of tender shall be paid through NEFT: (IFSC: MSCI 0082002, A/c No. 11645/9) before submission of the proposal.

The interested parties can visit for Inspection/Verification to Soot Girni Site on 10.09.2018 & 11.09.2018 during office Hours.

Duly filled Tender should be submitted at The Maharashtra State Co-op Bank Ltd., Mumbai, Head Office, 2nd floor, 9 Maharashtra Chamber of Commerce Lane, Fort, Mumbai- 400 001 during the office hours from 05.09.2018 to 21.09.2018 (by 2.00 p.m.)

The Tender forms received in time shall be opened on 21.09.2018 at 4.00 p.m. at The Maharashtra State Co-operative Bank Ltd., Head Office, 9, Maharashtra Chamber of Commerce Lane, Fort, Mumbai - 400 001. The parties who have submitted the Tender or their authorised representative with due authentication can remain present at the time of opening of tender.

The Interested person/Firms may visit the above said Sahakari Soot Girni (Leasing Unit) with permission of Authorised Officer on their own cost and may obtain additional information from the Authorised Officer, The Maharashtra State Co-operative Bank Ltd., Regional Office, Nanded and The Manager, Department for Institutional Recovery & Revival. The Maharashtra State Co-

operative Bank Ltd., Head Office, 9, Maharashtra Chamber of Commerce Lane, Fort, Mumbai - 400 001.

The Authorized Officer reserves all right to reject or accept any or all tenders without assigning reasons which may be noted.

Note: The interested bidder should submit their proposal (mentioning total lease period & year wise cash flow) after considering the total outstanding of MSC Bank, the dues payable by the Sahakari Soot Girni (after completing the due diligence at their own) & the expenses required for starting up of the Sahakari Soot Girni.

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

II. OUTSTANDING DUES OF THE SECURED CREDITORS

As per SARFAESI Act, MSC Bank is defined as “secured creditor” as its total Outstanding as on 31.03.2018 is given as under -

Sr. No.	Name of Secured Lender	Amount (Rs. In lakh)
1.	The Maharashtra State Co-Operative Bank Ltd.	3701.69
	TOTAL in Rs.	3701.69

Plus further interest from 01/04/2018.

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

Dues as per the Balance sheet (unaudited) as on 31st March 2014 -

Sr. No.	Particulars	FY 2013-14
	Dues (Sale Tax)	2492214.16
1.	Sales Tax dues	1282795.92
2.	C.S.T. Sale on C.S.T. dues	1209418.14
	Provisions	142568.00
3.	Income Tax dues	142568.00
	Bills dues	2773556.79
4.	Bills dues	425513.04
5.	Federation Advance	43400.00
6.	Govt. Guarantee Fees	1921780.00
7.	Interest dues Cotton Federation	375000.00
8.	Phone Bill dues	7863.75
	Various Private Financer (Sahukar)	7638532.00
9.	Cotton Purchase dues	4345205.00
10.	Cotton Sale Commission dues	904078.00
11.	Security Deposit	2389249.00
	Other dues / Advances	97439.96
12.	Security deposit dues	29971.96
13.	Deposit dues Labour	5550.00
14.	Deposit (Manager)	61918.00
	Other dues	40328.00
15.	Irrigation Dept. Purna	26000.00
16.	Other dues	14328.00
	Salary & other dues	2022459.54
17.	Bags	8840.00
18.	Profession Tax	26357.00
19.	Provident Fund	106447.00
20.	Salary dues	1402474.00
21.	Salary dues (2009-10)	267974.54
22.	Provident Fund Society dues	120760.00
23.	Kirana Cupboard	89607.00

	Security Deposit	1512037.00
24.	Security Deposit	1396037.00
25.	Tender Deposit	116000.00
26.	Suspense Account	6350.00
27.	Cotton West sale Merchant Account	452825.80
28.	NA land revenue(As on 31/03/2015)	2,42,000.00
29.	Water Bill-Executive Engineer, Irrigation Dept. Purna (as on 31/03/2014)	75,000.00
	TOTAL (1 to 29)	1,74,95,311.15

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

IV. TERMS & CONDITIONS OF TENDER

Name & Address of Sahakari Soot Girni: **ROKADESHWAR SAHAKARI SOOT GIRNI LTD., KHANDEGAON, TAL. BASMAT, DIST: HINGOLI**

COMMON CONDITIONS FOR LEASE OF SOOT GIRNI

1. The interested parties / firms shall submit their information giving details as per ANNEXURE attached hereto in envelope no. 1 superscribed as "Technical bid for ROKADESHWAR SAHAKARI SOOT GIRNI LTD."
2. The details submitted by the interested parties as per ANNEXURE 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.
 - 3.1 The interested Tenderer shall be required to remit security deposit of Rs. 25.00 lakhs (Rupees Twenty Five Lakhs only) (to be paid through RTGS/NEFT, IFSC- MSCI 0082002 A/C NO. 11645/9 Agro Dept.) to The Maharashtra State Co-op Bank Ltd. Mumbai. No Interest will be paid on security deposit.
 - 3.2 The successful tendered is required to pay Rs. 1.00 Crore as advance before the execution of the lease agreement, which will be adjusted towards the rent of last spindle production season.
 - 3.3 The security deposit of successful tenderer will be converted into advance amount to be paid before execution of the lease agreement.
 - 3.4 The successful tendered shall have to execute the lease agreement in prescribed format given by the bank.
4. The bidder has to borne the required charges such as stamp duty, registration charges and other charges if any.
5. The tender form should be filled up completely. 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 security deposit shall be refunded immediately 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 Tender Form. The Tender Form is Non-transferable.
9. **Sale of Bid Document**
This document is available on non-refundable payment of Rs. 5000/- (Rs. Five Thousand only) from the office of the MSC Bank or can be downloaded from www.mscbank.com. In case downloaded document, the document fees shall be paid through cash/NEFT (IFSC- MSCI 0082002, A/c No. 11645/9 MSCB.) before submission of the proposal.
10. Any dispute arising out of this tender / deal shall be subject to jurisdiction of Mumbai only.
11. Authorised officer/Managing Director of the Bank reserves the right to adjourn and / or postpone the date / place / time of opening of Tenders of Lease Confirmation or alter any conditions noted herein without giving any reason.
12. The tenderer cannot claim on account of any costs, expenses or other, compensation for their having inspected the factory and its premises attended, and participated in the further proceeding. Similarly in case there is any stay from any authority including the Hon. court, the Lease will be postponed or cancelled without any further notice and any of the participants in the procedure cannot claim any damages etc. for such postponement/cancellation. Such postponement/ cancellation will be informed to the tenderer.
13. The tenderer shall submit sealed tender quoting the bid amount in separate sealed envelope superscribed as "Bid Amount" to the Authorised officer and Managing Director, The Maharashtra State Co-op Bank Ltd., 9, Maharashtra Chamber of Commerce Lane, Fort, Mumbai 400 001, on or before the date of submission as stipulated in the tender notice dated 05.09.2018.
14. Both envelopes as specified in Condition 1 & 13 should be stitched together and are to be put in one big envelope superscribed as "Tender for Leasing out **ROKADESHWAR SAHAKARI SOOT GIRNI LTD., KHANDEGAON, TAL. BASMAT, DIST :HINGOLI, MAHARASHTRA**
15. Tenders received after the expiry of due date & time will not be considered.

16. The sealed tender will be opened in presence of the interested parties on 21.09.2018 at 4.00 p.m. at The Maharashtra State Co-op Bank Ltd., Head Office, 9, Maharashtra Chamber of Commerce Lane, Fort, Mumbai 400001.
17. There will be no negotiation after opening tender documents, Submitted tenders will be opened in presence of all tenderers &/or their representatives. Higher offer quoted will be final.
18. All rights are reserved by the Authorised officer /Managing Director, The Maharashtra State Co-op Bank Ltd., Mumbai to accept or reject any or all tenders without assigning any reason.
19. Lease period:- The period of lease under this agreement shall be from 2018 -19 to 20__-__. The lessee shall handover the possession to lessor (Bank) on or before __.__.20__. If the lessee fails to do so, the penalty @ Rs2.00 lacs per day will be levied w.e.f. __.__.20__ till the date of handover the possession.
 - 19.1 The successful bidder, with whom the lease agreement is executed by MSCB is responsible for keeping the machinery and other equipment in good working condition during the period of lease. He will ensure that the property/machinery under the lease agreement is kept insured for the appropriate value during the tenure of the lease. The Applicant is strictly prohibited from shifting the existing machinery and equipment's from the premises. If any machinery or part needs to be replaced, the replaced part shall be stored in the premises of SSG safely. Replacement/ alteration costing above 1 lakh in machinery should be done with prior written consent of the bank.
 - 19.2 The stores and spares which are already owned and possessed by the said **ROKADESHWAR SAHAKARI SOOT GIRNI LTD., KHANDEGAON, TAL. BASMAT, DIST :HINGOLI, MAHARASHTRA** 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.
 - 19.3 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.
 - 19.4 Requisite statutory / other permissions from concerned authorities such as local bodies / authorities. State Govt. Income Tax Dept. etc. shall have to be

obtained by the tenderer. Any assistance, if required, will be provided by the Authorised Officer of the Bank. However, non-receipt or delay in getting such permissions should not be considered as ground for non-fulfillment of any of the terms and conditions of the tender and also MSC Bank should not be held responsible for such delay.

19.5 After obtaining permission from MSCB, 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 may remove the machineries or equipments brought and installed by them provided the old machineries would be replaced at the end or termination of Lease period.

19.6 If the lessee decides to go for diversification in ancillary activities, then the Lessee shall seek prior approval from MSCB. The lessee shall obtain all licenses and permissions for running the plant from the appropriate authorities.

19.7 In the event the Board of Administrators of the MSCB or the Board of Director of the MSCB decide to sell out the soot girni, the MSCB's decision will be effective after the expiry of the period of agreement.

19.8 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.

19.9 The Lessee shall shift spindles 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 product so produced during the period of the agreement the Lessee shall pay to the Lessor an amount of above grace period of three months after the lease period. If the Lessee fails to shift the above products within 3 months after end of lease period. The Lessee shall have no right on such products and the same will become the absolute property of the Lessor free of cost.

19.10 The Lessee shall not be responsible for 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.

20. Payment of Lease money: The successful bidder whose tender is accepted shall pay the lease to the The Maharashtra State Co-op Bank Ltd., Mumbai as bellow. Advance rent – 1 Crore (adjusting the security deposit)

Minimum Fixed Rent/year	(Plus) Minimum Charges per spindles on (minimum spindles)
Rs	Rs. - Per Spindles

(The minimum lease rent per year as above well be Rs._____)

21. The lease shall pay the lease amount to the The Maharashtra State Coop Bank Ltd., Mumbai as per following installments.

Installment.	Due Date.
Ist installment (1/3 amount of min. rent + 1/3 amount of min.charges on min. production of Spindles Rs.	Within 7 days from the date of issuance of lease sanction letter.
IInd installment (1/3 amount of min. rent + 1/3 amount of min. charges on min. Production of per spindles. Rs.	1 st Nov. 2018
IIIrd installment (1/3 amount of min. rent + 1/3 amount of min. charges on min Production of per spindles. Rs.	1 st January 2019
IV.Differential amount of actual Production over & above spindles.	31 st March 2019

22.A. An unconditional/irrevocable Bank guarantee of the Nationalised or Scheduled bank for the amount of yearly rent should be given before handover of soot girni. The bank guarantee should be for the entire lease period.

22.B. Interest @ 18 percent per annum will be charged on the lease amount paid after due date.

23. If the tenderer fails to pay the agreed amount within the stipulated time his security deposit will be forfeited and the tender will be cancelled.

24. 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.
25. It shall be obligatory on the part of the lessee to procure and crush the cotton of members of the Sah. Soot Girni. The lessee is entitled to procure the soot available within the area of operation which is covered by the bye-laws of the Sah. Soot Girni. Apart from the Spindles from the area of operation of the Sah. Soot Girni, the lessee shall have right to procure the other required spindles from any other sources but subject to the permissions of the competent Authorities and the laws prevailing at that time.
26. The soot manufactured by the Lessee as well as products such as 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 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.
27. The lessee shall run the soot girni in accordance with the product license that would be granted by the Hon. Commissioner of soot.
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 not entitled to claim any grants or subsidies from the Government of Maharashtra or Government of India as regards the spindles 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 including package 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 lessee shall be bound to pay for Soot obtained as per soot Control Order or as directed by the Govt. of Maharashtra during the lease period. Statutory Minimum Price or F.R.P.of the soot supplied by the cane growers shall be paid within 14 days from the date of delivery of soot.
30. The lessee shall observe the provisions of soot control order applicable to the State of Maharashtra.

31. The lessee has liberty to engage the staff within the approved staffing pattern of the Sah. Soot Girni. The salaries, allowances and other monetary benefits payable to the staff of the Sah. Soot Girni employed by the lessee from date of lease agreement till the expiry of this agreement shall be paid by the lessee.
32. The Plant and Machinery and other allied equipments in the Sah. Soot Girni which are meant for manufacturing of soot and bye-products 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 alive by the lessee at its cost in bank's/lessor's and lessee's joint name.
33. Any grievances of the soot suppliers during the period of the agreement shall be looked into by the lessee and the lessee shall be liable to pay to the cotton growers as regards the legitimate dues and the demands of the cotton growers who have supplied the cotton to the lessee/Sah. Soot Girni during the period of lease agreement.
34. 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 same shall be compensated and reimbursed by the lessee to the bank/lessor.
35. All type of payments payable 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.
36. 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.
37. 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.
38. During the period of the lease agreement, any liabilities created by the lessee while undertaking the manufacturing of spindles and allied bye-products shall be the responsibility of the lessee and such liabilities shall be discharged only by the lessee out of its own funds.

39. 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.
40. The lessee shall not be liable to pay the arrears of payments of soot suppliers payable prior to the execution of the agreement.
41. 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.
42. 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.
43. 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.
44. The lessee shall be responsible for making arrangements of contractors and sub contractors for the purpose of cutting and harvesting of soot during lease period. However, while making such arrangements, the lessee may give preference to such contractors vehicles owners who are doing such work with the Sah.Soot Girni from the area of operation of the Sah.Soot Girni on merit.
45. 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.
46. The lessee shall not 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 shall not 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.
47. 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.
48. The stores and spares which are already owned and possessed by the Sah. Soot Girni / bank 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 Sah. Soot Girni for such spares / stores / consumable delivered to the lessee at cost or market price whichever is maximum which is to be paid to bank as soon as such store is handed over to lessee.

49. 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.
50. 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.
51. During the tenure of agreement any kind of scrap material removed during the overhauling of machinery equipment shall be property of the Bank/lessor.
52. 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.
53. 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 their to which will further the business interest of the lessor.
54. The lessee shall be nominal member (B Class) of the lessor.
55. **FORCE MAJEURE:**

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 cane (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.

56. The lessee has to enter into an agreement with all above terms & conditions and additional terms & conditions as mutually agreed.
57. The lessee is not allowed to breach the agreement till the finalization of the lease period.
58. In the event beyond the control of the Bank and also the lessee and if the Bank thinks it proper, to Bank with the consent of the lessee can terminate this lease agreement.
- 59.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 bank will receive receipts net off tax (after deducting TDS), accordingly No 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.
- 59.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.
- 59.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.
60. **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)

V. ANNEXURE (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 2.00 p.m., on 21.09.2018, one sealed envelope which shall be super scribed as **“Technical Bid for ROKADESHWAR SAHAKARI SOOT GIRNI LTD., KHANDEGAON, TAL. BASMAT, DIST. HINGOLI,”** containing following documents

- i. Bid document (form VII) 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 Turn over per year
- viii. Last 3 years Income Tax Returns
- viii. Proof of availability of funds
- ix. Pan Card copy of Firm/partners/Company/Directors/Individual
- x. Copy of Resolution
- xi. Receipt of RTGS payment made to MSCB

- xii. Security Deposit paid to **“The Maharashtra State Co-Operative Bank Ltd., Mumbai, through RTGS (RTGS/NEFT: IFSC: MSCI 0082002) of The Maharashtra State Co-operative Bank Agro Department, Mumbai having its Account No. 11645/9,** 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 ROKADESHWAR SAHAKARI SOOT GIRNI LTD., KHANDEGAON, TAL. BASMAT, DIST. HINGOLI.”** (As per note on page no. 6).

Both the sealed envelopes shall be put together in one sealed envelope which shall be superscribed as **“Bid for Lease for ROKADESHWAR SAHAKARI SOOT GIRNI LTD., KHANDEGAON, TAL. BASMAT, DIST. HINGOLI,”** and addressed to Authorised Officer, **The Maharashtra State Co-Operative Bank Ltd., 2nd Floor, Sir Vithaldas Thackersey Memorial Bldg., 9, Maharashtra Chamber of Commerce Lane, Fort, Mumbai - 400 001.,** and should be dropped in the box kept at above mentioned address.

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 Authorised person
of the Bidding form

Place:

VI.
BID FORM/OFFER (COMMERCIAL BID)

**FORM OF BID/OFFER FOR LEASE OF SECURED ASSETS/PROPERTY OF
ROKADESHWAR SAHAKARI SOOT GIRNI LTD., KHANDEGAON, TAL.
BASMAT, DIST. HINGOLI**

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

1.	a) Full name of the Bidder/Offerer (In Block Letter)	:
	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 Receipt No.	:Rs. : Rupees (Words)
7.	Lease Period	_____ years

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:

VII. FORMAT FOR SUBMISSION OF PROFILE OF THE BIDDER

Profile

1.	Name of the bidder	
2.	Brief Particulars of the business	
3.	Correspondence Address in full with PIN Code	
	Telephone No. with STD Code	
	Fax Nos.	
	E-mail ID	
	Web site address if any	
	Registered Address of Unit.	
4.	Date of Incorporation	
5.	Constitution of Entity (Company / Co-operative Society/Firm/Proprietorship)	
6.	Document in evidence of constitution of the entity.(Self attested)	
7.	Name of the Chairman	
8.	Name of the Managing Directors/Partners/Proprietor	
9.	Board of the Directors(Names & Addresses)	
10.	Income Tax and Pan Card No.	
11.	Date of last Income tax Return	
12.	Name and Address of Bankers	
13.	Particular of payment Security Deposit (Receipt no. of RTGS transaction)	

Note: If any information furnished by the bidder is found incorrect at the later stage, the tenderer shall be liable to be debarred for the tendering, MSC Bank reserves right to verify the particulars furnished by the tenderer independently.

Place:

Date:

Signature:

Name of the Authorised Person:

Designation:

Seal

Encl:

- Bid document (form X and XI) as per format.
- Copy of Registration Certificate (In case of firm/Society)
- Copy of Memorandum & Articles of Association with Registration Certificate (if applicable)
- Copy of Deed of Partnership with certificate (If applicable)
- Bye-laws of the Co-op Society (if applicable)
- Last 3 years Audited Balance Sheet
- Last 3 years Income Tax Returns
- Proof of availability of funds
- Pan Card copy of Firm/partners/Company/Directors/Individual
- Copy of Resolution
- Receipt of RTGS payment made to MSCB