

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/99/ 276/2017-18  
dated 10/08/2017**

---

**TENDER FORM FOR LEASE OF**

---

**DEVGIRI SAHAKARI SAKHAR KHARKHANA LTD  
GIRIJA NAGAR , TALUKA.FULAMBRI. DIST.  
AURANGABAD**

**Crushing Capacity: 2500 TCD**

---

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

Regional-office, Aurangabad: Plot No.10, Town Centre Cidco,  
Aurangabad - 431 003.

---

**(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 PROPERTY DEVGIRI SAHAKARI SAKHAR  
KHARKHANA LTD GIRIJA NAGAR , TALUKA.FULAMBRI. DIST.  
AURANGABAD**

.

**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, Aurangabad:                      Plot No.10, Town Centre Cidco,  
Aurangabad - 431 003.

Fax: (0240) 2485011                      Tel: (0240) 2485810 / 22,

**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 SUGAR FACTORY INCLUDING LAND,  
BUILDING, FURNITURE AND FIXTURES ETC OF**

---

**DEVGIRI SAHAKARI SAKHAR KHARKHANA LTD GIRIJA NAGAR ,  
TALUKA.FULAMBRI. DIST. AURANGABAD**

**ON " AS IS WHAT IS AND WHERE IS " BASIS**

---

**INDEX**

---

Sr. No.	Item	Page No.
1	Inviting Tender from	1 - 3
2	Notice Tender offer	5 & 6
3	Terms and conditions of Tender	7- 17
4	Annexure	18
5	Declaration	19
6	Bid Form	20

## TENDER NOTICE FOR LEASING OUT

---

### **DEVGIRI SAHAKARI SAKHAR KHARKHANA LTD GIRIJA NAGAR , TALUKA.FULAMBRI. DIST. AURANGABAD**

The property of **DEVGIRI SSK** having installed capacity of 2500 TCD is attached by the Bank as per the provision of SARFAESI Act, 2002.

---

Sealed Tenders are invited for running the sugar factory Ten seasons from 2017-18 to 2026-27

(subject to conditions of rent agreement will be renewed every year) namely **DEVGIRI**

### **SAHAKARI SAKHAR KHARKHANA LTD GIRIJA NAGAR , TALUKA.FULAMBRI. DIST. AURANGABAD**

(Maharashtra State) 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 10.08.2017 to 22.08.2017 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, Aurangabad 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 cash payment of Rs.5000/- (Rs. Five thousand only) towards cost of blank Tender form. The said document can also be downloaded from [www.msobank.com](http://www.msobank.com) In case the downloaded document fees shall be paid through RTGS/NEFT: (IFSC: MSC10082002, A/c No. 116459) before submission of the proposal.

The interested parties can visit for Inspection/Verification to Karkhana Site on 14.08.2017 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 dated 10.08.2017 to 22.08.2017 The Tender forms received in time shall be opened on 23.08.2017 at 11.00 a.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 Sugar Factory (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, Aurangabad 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 Managing Director, The Maharashtra State Co-operative Bank Ltd., Mumbai reserves all right to reject or accept any or all tenders without assigning reasons which may be noted.

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

## TERMS & CONDITIONS OF TENDER

Name & Address of Sugar Factory : **DEVGIRI SAHAKARI SAHAKARI  
SAKHAR KARKHANA LTD.,  
GIRIJANAGAR DIST. AURANGABAD.**

### COMMON CONDITIONS FOR LEASE OF SUGAR FACTORY

1. The interested parties / firms shall submit their information giving details as per ANNEXURE attached hereto in envelope superscribed as "Information and Declaration of Tenderer"
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. The interested Tenderer shall be required to remit earnest money deposit of Rs.100.00 lacs (Rupees One Hundred lacs only) (EMD should be paid through RTGS/ NEFT, IFSC- MSCI 0082002 A/C NO. 116459 Agro Dept.) to The Maharashtra State Co-op Bank Ltd. Mumbai No Interest will be paid on earnest money deposit. The earnest money deposit of successful tenderer will be converted as security deposit for lease period without interest.
4. The bidder have to borne the required charges such as stamp duty, registration charges and other charges if any for taking the Assets of the sugar factory on lease.
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 earnest money 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 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.msrbank.com](http://www.msrbank.com). In case downloaded document, the document fees shall be paid through RTGS/ NEFT (IFSC- MSCI 0082002, A/c No. 116459 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 participant 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 22.08.2017.
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 of DEVGIRI SAHAKARI SAKHAR KHARKHANA LTD GIRIJA NAGAR, TALUKA.FULAMBRI. DIST. AURANGABAD.
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 23.08.2017 at 11.00 a.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 and 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 1 st Sept. 2017 to 30th June 2027. The lessee shall handover the possession to lessor (Bank) on or before 30.06.2027. If the lessee fails to do so, the penalty @ Rs.4.00 lacs per day will be levied w.e.f. 01.07.2027 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 SSK safely. Replacement/ alteration 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 DEVGIRI SAHAKARI SAKHAR KHARKHANA LTD GIRIJA NAGAR, TALUKA.FULAMBRI. DIST. AURANGABAD shall be made available to the Lessee for its use during day to day running of the factory 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 store 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 factory, 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 sugar, molasses and bagasse 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 Rs.10/- per quintal of sugar bag per month, Rs.100/-per M.T. of Molasses per month and Rs.25/- per M.T. of bagasse per month after end 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 If the possession of godown of kharkhana not received on or before 30th Sept 2027 to lessor/ Bank then the lessee has to pay Rs.10/ per bag per month & if the capacity of godown 1lac bags it means the rent will be charge Rs.10 lacs per month. Incase the stock of sugar bags is less than 1

lacs, the minimum rent to be paid will be Rs.10 lacs per month. If the Lessee fails to sell out the sugar bags within three months from expiry date of lease period, sugar bags will be the property of the bank.

19.11 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.

Season	Minimum Fixed Rent	(Plus) Minimum Charges per M.T. on (minimum crushing 4.00 lacs M.T.)
2017-18	Rs.250.00 Lacs	Rs.100/- Per M T

(The minimum lease rent as above well be Rs.6.50 crores

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

Installment.	Due Date.
I st installment (1/3 amount of min. rent + 1/3 amount of min.charges on min. crushing of 4.00 lac M.T. Rs.216.00 lac	Within 7 days from the date of issuance of lease sanction letter.
II. nd installment (1/3 amount of min. rent + 1/3 amount of min. charges on min. crushing of 4.00 lac M.T. Rs. 216.00 lac	1 st Sept. 2017
III. rd installment (1/3 amount of min. rent + 1/3 amount of min. charges on min. crushing of 4.00 lac M.T. Rs. 216.00 lac	1 <sup>st</sup> January 2018
IV.Differential amount of actual crushing over & above 4.00 lac M.T.	31 <sup>st</sup> March 2018

22.A. A Bank guarantee of the Nationalised or Scheduled bank for the amount at 2/3 of fix rent & expected sugarcane crushed (i.e. 216 lacs M.T.) should be given within 7 days from the date of acceptance letter for the total lease period.

The bank guarantee will be liable for encashment if, there is delay of more than 30 days in payment and / or violation of terms and conditions. For a further delay of another 30 days and / or violation of terms and conditions, it shall be treated as a breach of agreement and possession of all assets of sugar factory shall be taken by the Authorised officers of the Bank immediately. This lease agreement will automatically stand terminated in such case.

- 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 earnest money amount 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 and fulfillment of all legal formalities.
25. During the crushing season of 2017-18 and up to the end of the lease period, the lessee shall crush the sugarcane and manufacture the sugar with the help of plant and machinery and supplementary equipment and other ancillary assets which are in existence in the Karkhana. The activity shall be carried out by the lessee on hire basis for the period of one season i.e. 2017-18 season with effect from the date of agreement till the expiry of lease period which shall be deemed to be 30th June 2027 and after the lease period. THE AGREEMENT OF LEASE is automatically treated as terminated and the property leased out will be considered automatically transferred to the bank.
26. It shall be obligatory on the part of the lessee to procure and crush the sugar cane of members of the karkhana during the season 2017-18. The lessee is entitled to procure the sugarcane available within the area of operation which is covered by the bye-laws of the karkhana. Apart from the sugarcane from the area of operation of the Karkhana, the lessee shall have right to procure the other required sugarcane from any other sources but subject to the permissions of the competent Authorities and the laws prevailing at that time.
27. The sugar manufactured by the Lessee as well as bye-products such as (molasses, pressmud, bagasse, alcohol etc.) shall be of the ownership of the lessee and as such the lessee would be entitled to dispose off the said sugar 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 Karkhana /Bank or Lessor shall not have any right or

interest over the sugar and bye-products manufactured by the lessee during the existence of the period under this agreement.

28. The lessee shall utilise the maximum crushing capacity of the karkhana and crush the sugarcane during the season 2017-18 up to the end of lease period in accordance with the crushing license that would be granted by the Hon. Commissioner of Sugar, M.S. Pune, The lessee shall obtain the crushing license for such season 2017-18.
29. The sale and export of the sugar 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 sugarcane crushed and sugar 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 karkhana, if any grant or subsidy including package are declared by the state Government or the Government of India to the Karkhana, the same shall be received only by the bank /lessor and not by the lessee.
30. The lessee shall be bound to pay for sugarcane obtained as per Sugarcane Control Order or as directed by the Govt. of Maharashtra during the lease period. Statutory Minimum Price or F.R.P.of the Sugarcane supplied by the cane growers shall be paid within 14 days from the date of delivery of sugarcane.
31. The lessee shall observe the provisions of sugarcane control order applicable to the State of Maharashtra.
32. The lessee has liberty to engage the staff within the approved staffing pattern of the Karkhana. The salaries, allowances and other monetary benefits payable to the staff of the karkhana employed by the lessee from date of lease agreement till the expiry of this agreement shall be paid by the lessee.
33. The plant and Machinery and other allied equipments in the karkhana which are meant for manufacturing of sugar and bye-products shall be maintained by the lessee at its cost, also the insurance of plant and machinery and other property of the karkhana shall be kept alive by the lessee at its cost in bank's/ lessor's and lessee's joint name.
34. Any grievances of the sugarcane suppliers during the period of the agreement shall be looked into by the lessee and the lessee shall be liable to pay to the cane growers as regards the legitimate dues and the

demands of the cane growers who have supplied the sugarcane to the lessee / karkhana during the period of lease agreement.

35. The lessee shall not cause any damages or loss to the plant and machinery and allied equipment's of the karkhana. If any such damage or loss is found, the same shall be compensated and reimbursed by the lessee to the bank/lessor.
36. 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.
37. Apart from the existing godowns and stores building of the karkhana. 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.
38. 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.
39. During the period of the lease agreement, any liabilities created by the lessee while undertaking the manufacturing of sugar and allied by-products shall be the responsibility of the lessee and such liabilities shall be discharged only by the lessee out of its own funds.
40. The Plant & Machinery, Other allied equipment's and assets of the karkhana shall not be mortgaged or given as a security to any financial institution or others by the lessee under any circumstances.
41. The lessee shall not be liable to pay the arrears of payments of sugarcane suppliers payable prior to the execution of the agreement.
42. 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.
43. 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.
44. 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 karkhana shall be maintained in good condition by the lessee.

45. The lessee shall be responsible for making arrangements of contractors and sub contractors for the purpose of cutting and harvesting of sugarcane during the crushing season 2017-18 and up to the expiry of lease period. However, while making such arrangements, the lessee may give preference to such contractors vehicles owners who are doing such work with the karkhana from the area of operation of the karkhana on merit.
46. The lessee shall not be liable to any consequences, liabilities and benefits arising out of the various suit, disputes and other legal actions initiated by the karkhana for recovery of the dues, loans compensation and other amounts. The karkhana is entitled to proceed further with the said suits, disputes, legal actions on its own.
47. The lessee shall not be liable to the demands and liabilities made against the karkhana in any Hon. Courts prior to the execution of the lease agreement. Also, the lessee shall not be liable for any loans of the Karkhana which are payable since prior to the execution of the lease agreement. The sugar and other bye-products produced by the lessee during the period of the agreement shall not be liable towards the liabilities of the karkhana which are required to be discharged by the Karkhana.
48. 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.
49. The stores and spares which are already owned and possessed by the karkhana / bank shall be made available to the lessee for its use during day to day running of the factory but the lessee will pay to the karkhana 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.
50. The lessee shall maintain the accounts of its transaction pertaining to crushing of sugarcane and bye product separately and give the said reports to lessor at the end of every fortnight.
51. The karkhana shall not create any obstacle or hindrances in the work of the lessee during the period under the lease agreement.
52. 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.

53. During the tenure of agreement any kind of scarp material removed during the overhauling of machinery equipment shall be property of the Bank./lessor.
54. 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.
55. 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 recognised 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.
56. The lessee shall be nominal member (B Class) of the lessor.
57. **FORCE MAJEURE:**  
The Force Majeure clause will not be applicable for the purpose of proposed leasing of SSK. 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.**
58. The lessee has to enter into an agreement with all above terms & conditions and additional terms & conditions as mutually agreed.
59. The lessee is not allowed to breach the agreement till the finalization of the lease period.
60. If the Board of Administrator of the Bank take decision to sell out the said sugar factory. The Bank decision will only be effective after the expiry of the lease period. In such circumstances Bank/ lessor should issue a prior written notice to the lessee.



61. In the event beyond the control of the Bank and also the lessee and if Board of Administrator of the Bank thinks it proper, to Bank with the consent of the lessee can terminate this lease agreement.
- 62.A. The Maharashtra State Co-operative Bank Ltd. ("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.
- 62.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.
- 62.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.
63. **Special Conditions.**

As explained in the tender notice Bank is inviting the Bids on "AS IS WHAT IS AND WHERE IS" Basis. Therefore the outcome of the litigation pending before Hon. High court will be binding on both lessor & lessee.

SIGNATURE OF AUTHORISED PERSON

(NAME IN BLOCK LETTERS)

ANNEXURE

The following information along with the concerned document is required to be submitted along with the tender documents in Envelope No.1 superscribing, "Information and Declaration of Tenderer".

1. Name of the person/firm/co.op. society and it's address.
2. Copy of Registration Certificate (In case of firm/Society)
3. Articles of Association & Memorandum of Association Particulars of factory for which tender is submitted.
4. Details of latest income tax clearance certificate (copy enclosed)
5. Proof of availability of funds:

Balance sheet for the last 3 years (last 2 years audited & 2016-17 provisional)

1. Profit during last three years.

a. Year 2014-15	Rs.
b. Year 2015-16	Rs.
c. Year 2016-17	Rs.

2. Annual Turn over per year.

Year	Turnover	
a. Year 2014-15		Rs.
b. Year 2015-16		Rs.
c. Year 2016-17		Rs.

6. The Co-operative society/firm/company should be working in Agriculture &/or processing of agriculture products for at least last three years & should also have net profit for last two 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 Authorised person  
of the Bidding form

Place:

**(TO BE PUT IN ENVELOPE - II )  
BID FORM**

1. Name & address of coop  
Sugar Factory

**DEVGIRI SAHAKARI SAKHAR  
KHARKHANA LTD GIRIJA NAGAR ,  
TALUKA.FULAMBRI. DIST.  
AURANGABAD**

2. Crushing Capacity : 2500 TCD

3. Name and address of the Bidder --

4. Quoted amount for rental charges  
and charges per M.T. on crushing  
of sugarcane.

Sr. No	Year	Minimum Fixed Rent for one year (Rs. in lacs)	Offer rent for one year (Rs. in lacs)	+ Charges per M.T. on crushing of sugarcane (to be quoted minimum Rs.100/- per M.T.or above)
1	2017-18	250.00		Rs. per M.T.

NOTE : Total amount of annual rent will be Fixed Rent as mentioned above + charges per M.T. of sugarcane crushed up to the minimum capacity i.e. 4.00 lac M.T. or actual cane crushed whichever is higher.

Place  
Date

Signature of Authorised Person  
(Name in Block Letters)