

Form No.

**THE MAHARASHTRA STATE CO-OPERATIVE
BANK LTD.,**

(Incorporating the Vidarbha Co-op. Bank Ltd.,)

**Head Office: Sir Vitthaldas Thackersey Smruti Bhavan,
9, Maharashtra Chamber**

of Commerce Lane, Fort, Mumbai- 400 001.

Reference No. MSCB/DIRR/SEC-64/ 551 /2021-22

Dated 25/11/2021

TENDER FORM

FOR

**LEASE PROPERTY OF: MAHESH (KADA) SAHAKARI SAKHAR
KARKHANA LTD.KADA, TAL.ASHTI,
DIST- BEED,MAHARASHTRA.**

Crushing Capacity: 1250 TCD

THE MAHARASHTRA STATE CO-OPERATIVE BANK LTD.,

(Incorporating The Vidarbha Co-op. Bank Ltd.,)

Regional-office: Aurangabad.

Plot No.10, P.O. Box No. 654, Town Centre,
Aurangabad-431003,

Telephone No.0240-2485810, 2485221.

(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 Lease Tender document should be submitted duly filled in and signed

**TENDER FOR LEASE OF
PROPERTY OF- MAHESH (KADA) SAHAKARI SAKHAR
KARKHANA LTD.KADA, TAL-ASHTI, DIST- BEED.**

CONTACT PERSONS

Authorised Officer & Managing Director,
For The Maharashtra State Co-op. Bank Ltd., Mumbai
Head Office- Sir VitthaldasThackersey Smruti Bhavan,
9, Maharashtra Chamber of Commerce Lane,
Fort, Mumbai-400001.

Tel. Nos. 91-022-22800600 /747 (022) 22876015 to 20 email id:
mds@mscбанк.com

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

Regional-office: Aurangabad.

Plot No.10, P.O.Box No. 654, Town Centre,
Aurangabad.431003,
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9, Maharashtra Chamber of Commerce Lane,
Fort, Mumbai-400 001.**

Tel. Nos. 91-022-22800600/747, (022) 22876015 to 20
Deputy General Manager (DIRR Dept.) : 022 (22800707)

Regional Office – Aurangabad

Plot No.10, P.O.Box No.654, Town Centre,
Aurangabad-431003,
Telephone No.0240-2485810, 2485221.

**TENDER FORM FOR LEASE OF SUGAR FACTORY
OF
MAHESH (KADA) SAHAKARI SAKHAR KARKHANA LTD. KADA,
TAL-ASHTI, DIST- BEED.
ON "AS IS WHERE IS, AS IS WHAT IS AND WHATEVER THERE
IS" BASIS**

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I. TENDER NOTICE FOR LEASE OF SUGAR FACTORY

Sealed Tender is invited for running the sugar factory -----(**Maximum period of 25 years**) from 2021-2022 to 2045-46 subject to conditions of Lease agreement made between THE MAHARASHTRA STATE CO-OPERATIVE BANK LTD., Sir Vitthaldas Thackersey Smruti Bhavan, 9, Maharashtra Chamber of Commerce Lane, Fort, Mumbai-400001(The Lessor)

And

MAHESH(KADA) SAHAKARI SAKHAR KARKHANA LTD.KADA, TAL-ASHTI, DIST- BEED. (Karkhana) AND The lessee.

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

This document is available from **25.11.2021 TO 15-12-2021** during office hours 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, from the Head Office of the Lessor Bank at Sir Vitthaldas Thackersey Smruti Bhavan, 9, Maharashtra Chamber of Commerce Lane, Fort, Mumbai-400001 or at Regional Office AURANGABAD: - Plot No.10, P.O.Box No. 654, Town Centre, AURANGABAD.431003, Telephone No.0240-2485810, 2485221 or can be downloaded from <https://mscбанк.com>. In case of downloaded tender document, the document fees shall be paid though **RTGS (RTGS/NEFT: IFSC: MSC10082002, A/c. No.0002116900000010 A/c Name DIRR Head Office to "The Maharashtra State Co-operative Bank Ltd.,"** before submission of the Lease tender document.

The interested tenderer/bidder can visit for the purpose of inspection / verification at *karkhana* site from 07.12.2021 to 08.12.2021 during office hours 10.00 am TO 5.00 pm. at their own costs. Tenderer can get additional information if require from The Authorised Officer of The Maharashtra State Co-op. Bank Ltd., Regional Office Aurangabad / The Manager, Department for Institutional Recovery & Revival at The Maharashtra State Coop. Bank Ltd. HO, Sir Vitthaldas Thackersey Smruti Bhavan 9-Maharashtra Chamber of Commerce Lane, Fort, Mumbai- 400 001.

The eligibility criteria for the bidder / Tenderer:-

- i) 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
- ii) Last three year's I.T. returns & Audited Balance Sheet of Firm/ Institute/Society/Company.
- iii) Solvency certificate of Bidder/ Tenderer's from their Banker of equivalent amount of first five years security deposit of Rs.2,33,00,000/- .
- iv) Firm/ Institute/Society/Company should have consecutively having net profit from last 3 years.
- v) Bidder/ tenderer should not be a blacklisted from any competent authority.
- vi) The bidder firm/society/company (lessee) should not have overdue outstanding loans of any Financial Institutions/Banks

Submission and Opening of Tender

The documents regarding eligibility criteria should be submitted by the bidder as per the Annexure–I. Duly filled and sealed Tender should be dropped in the box kept at The Maharashtra State Co-op Bank Ltd., Mumbai, Head office, 2nd floor, Sir Vitthaldas 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 sakhar karkhana (leasing unit) with permission of Authorized Officer at their own cost and may obtain additional information if require from the Authorized Officer, The Maharashtra State Co-op. Bank Ltd., Regional Office, Aurangabad and the Manager, Department of Institutional Recovery and Revival at The Maharashtra State Co-op Bank Ltd., Mumbai, Head office, 2nd floor, Sir Vitthaldas Thackersey Smruti Bhavan, 9, Maharashtra Chamber of Commerce Lane, Fort, Mumbai- 400 001.

The "sealed tender/bid form" received in time shall be opened on **16.12.2021 at 01.00** p.m. at 2nd floor, The Maharashtra State Cooperative Bank Ltd., Sir Vitthaldas 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 their authorised representative at the time of opening of tender/bid with due authentication.

The interested tenderer/bidder shall be required to remit Rs.41.70 lakh (Rs. Forty One Lakhs Seventy thousand only/-) as an EMD through RTGS/ NEFT. All eligible Tenders/ bids shall be placed before Bank's Hon'ble Executive Committee Meeting for finalisation. The Authorised officer of 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 and tagging amount per MT of cane crushed as stipulated in the schedule of lease rent payment The bi-party / tri- party agreement shall be signed and registered within specified time which will be mutually decided by the Bank and the successful 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.

Authorised Officer & Managing Director,
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 31.10.2021 is given as under -

Sr. No.	Name of Secured Lender	Amount (Rs. In lakh)
1.	The Maharashtra State Co-Operative Bank Ltd.	3651.65
	TOTAL in Rs.	3651.65

[Plus further interest from 01/11/2021 up to entire repayment of outstanding loan & interest.]

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

1. Sales Tax Dues (Molasses) of Rs.10,53,21,148/-
2. Worker’s Dues of Rs. 110281021.11/- as on 31/03/2006
3. N.A. Tax dues of Rs. 3,09,860/-
4. Electricity Charges of Rs. 22,27,258/-
5. Cane Bill of Rs. 583496.12/-as on 31/03/2006.

The Bidder should conduct latest due diligence at their own cost.

III.TERMS & CONDITIONS OF TENDER

**Name & Address of Sugar Factory:- MAHESH(KADA) SAHAKARI
SAKHAR KARKHANA LTD.KADA, TAL-ASHTI, DIST- BEED.**

COMMON CONDITIONS FOR LEASE OF SUGAR FACTORY

- 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.
- 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. Rs.41.70 Lakhs (Rs Forty one Lakhs Seventy thousand only/-) amount through RTGS/ NEFT, IFSC- MSCI 0082002 A/C NO. **0002116900000010** A/C name: DIRR Dept .**The Maharashtra State Co-op. Bank Ltd., Fort Head Office Mumbai. The E.M.D. of successful tenderer will be converted against 1st years Fix rent in advance**
- 4) The successful bidder has to bear the required charges/expenses for taking the assets of the Sugar factory on lease such as stamp duty, registration charges and other charges incidental to making the factory run, if any.
- 5) The tenderer cannot claim on account of any cost, expenses or other compensation for their having inspected the factory site and it's premises and attended , participation in further proceedings.
- 6) The tender form should be duly complete in all respect. The offer rent amount should be clearly indicated both in figures as well as in words.
- 7) In case, the tender is not accepted, the amount of EMD shall be refunded without interest.
- 8) 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.
- 9) The offer must be submitted in original. The Tender Form is Non-transferable.
- 10) Any dispute arising out of this tender/ deal shall be subject to jurisdiction of city of Mumbai Courts only.
- 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 superscribed 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 11 above and should be intact together in a big envelope superscribed as "Lease Tender for **MAHESH(KADA) SAHAKARI SAKHAR KARKHANA LTD.KADA, TAL-ASHTI, DIST- BEED.**
- 13) Tenders/bids received after the expiry of due date of submission of tender,will not be considered.
- 14) The sealed tender will be opened in presence of all tenderers or their authorised representatives on **16.12.2021 at 1.00 p.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 further to note that there will be no negotiations after opening of the bid/tender document.
- 15) The bid tender shall contain full address / telephone no./e-mail id of authorised person of the bidders/tenderer 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 tender lease rent per year as minimum fixed rent plus tagging rent per MT of cane crushed. The rent to be quoted must not be less than that mentioned in table below. **Exclusive of G.S.T.**

Crushing capacity	Minimum Fixed Rent Per Year				(Plus) Minimum Tagging per M.T.Per Year on actual crushing
	For 1st To 2 Years	3rd Years	For 4th To 5thYear	6thYear & above onwards	
1250 TCD	Rs.50.00 Lakhper year	Rs.1.00 Crore	Rs 2.00 Crore per year	Rs 3.00 Crore	Rs.100/- Per M T

- 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 sugar factory and thereafter no complaint would be entertained.
- 19) The successful bidder (Lessee) has to enter into bi-party/tri-party agreement with all the terms & conditions as per Lease policy 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.

IV. Specific Terms & Conditions

The Lease of the said Sugar factory shall be for the period of -----years from crushing season 2021-22 to 2045-46 (**Maximum period of 25years**) It would commence from the date of the Agreement till the end of the season _____.

1) Interest Free Security Deposit :- :- (should paid by RTGS or should submit irrevocable BANK GURANTEE) (Amt. Rs. In Lakhs)

For 1st To 5 Years	For 6th To 15 Years
233.00 Lakhs	450.0 Lakhs

1.1 The Security deposit will be refunded only after expiry of the Lease period. But if lessee decides to terminate the lease agreement before the expiry of lease period, the security deposit paid by lessee will be forfeited/ the said Bank Guarantee will be invoked

1.2 The Lessee is bound to pay the fixed lease rent amount along with amount against tagging with respect to cane crushed, as specified in the lease agreement on time. In the event if lessee fails to pay the lease rent in stipulated time for more than three months, Bank will invoke the said irrevocable Bank guarantee.

1.3 Additional Irrevocable Bank Guarantee for an outstanding amount as on date.

Further, The successful bidder (Lessee) has to submit an Irrevocable Bank Guarantee of any Nationalized Bank equivalent to an amount of total outstanding dues of the Karkhana as on the date, before execution of this Agreement. If lessee fails to adhere to/commits/default/breaches any of terms and condition of this agreement, then MSCBank (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.

1.4 The EMD amount i.e. Rs.41.70 Lakh should be paid on or before submission of tender.

2) Lease Amount:-

2.1) Advance rent of first year's Fixed Rent should be paid on due date as mentioned below.

Installment	Due date
1st Years fixed rent in advance	within 30 days from the date of approval letter and prior to execution of Lease Agreement

2.2) From 2nd year onwards the lessee shall pay the lease rent amount to the the Maharashtra State Coop Bank Ltd., Mumbai as per following 3 installments. This payment shall be on due date as mentioned below and in clause 17 of the Common conditions of the Tender document.

Schedule of Payment installment:-with effect from 2nd year

Sr. No.	Installment	Due Date	
		Fixed Rent Amount	Tagging rent on actual crushing
1st Installment	1/3 amount	31 st July	31 st December
2nd Installment	1/3 amount	1 st January	15 th February
3rd Installment	Remaining amount	15 th March	31 st March

- 2.3) Interest @18% p.a. will be charged on the Lease rent amount paid after due date. If outstanding amount along with interest is not paid within 3 months from the due date, the Lease agreement will terminate automatically & the lessee shall handover the peaceful possession of property of the *karkhana* to the Maharashtra State Co-operative Bank Ltd. (Lessor) without any condition and complaint. In such case the outstanding Lease Rent amount if any, shall be recovered from the security deposit amount/invoking Bank Guarantee kept by Lessee with bank/ invoking the Bank Guarantee.
- 2.4) 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 *karkhana* premises during the Lease period, the Lessee shall be liable to pay the lease amount at least for that season and all other sums and taxes payable till that year. The Lessor shall be entitled to recover such amount from the security deposit provided by the Lessee./ By invoking the Bank Guarantee.
- 2.5) The lease rent as mentioned above in the column 17above is exclusive of all taxes. All type of taxes (excluding Income tax) should be paid by the lessee.
- 2.6) Service Tax/GST (If applicable) will be charged separately. The lessee has to pay the said amount in addition to the lease rent amount.
- 2.7) The lease rent & conversion charges amount should be appropriated towards the loan outstanding dues of the *karkhana* maintained with The Maharashtra State Co-operative Bank Ltd. only.
- 2.8) The Lessee shall have to pay Fixed Rent irrespective of the crushing season taken or not for that year.
- 3) **Lease Period:-**

The lease year shall be from 1st July to 30th June. The lease period under this agreement shall be from 2021-2022 to 2045-46 (**Maximum of 25 years**). The lessee shall handover the possession to lessor (Bank) on Expiry of terms or before 30th June of that year. If the lessee fails to do so, the penalty @ Rs.4.00 Lakhs per day will be levied w.e.f. 1st July till the date of handover the possession. The

recovery of the said amount should be recovered from the Security deposit amount.

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 at 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 the asset from 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, damages occurred, if any.

6. Shifting & Replacement of Machinery :-

The lessee is strictly prohibited from shifting the existing machinery and equipment's from the premises. If any machinery or part is required to be replaced which costs 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 SSK by intimating to the Bank.

The stores and spares which are already owned and in possession by the said **MAHESH(KADA) SAHAKARI SAKHAR KARKHANA LTD.KADA, TAL-ASHTI, DIST- BEED.** shall be made available to the Lessee for day to day running of the factory but the Lessee will pay to The Maharashtra State Co-operative Bank Ltd. the amount outstanding in the loan account of stores before signing the agreement.

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

But it is the duty of the lessee to maintain the building, Plant & Machinery and the land in proper condition Any loss/ damages, if occurred if any, will be compensated/reimbursed/recover from lessee.

8.Licenses,

Lessee on behalf of *Karkhana* has the responsibility to obtain necessary Crushing License, Certificate of pollution, statutory permissions from

competent/concern/local bodies/state government/ Central Government and requisite statutory authorities. Non-receipt or delay in permission shall not be considered as ground for non-fulfillment 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 crushing license and permission fees etc. required to be paid by the lessee at its own cost during the tenure of the lease agreement.

9. The lessee may install the new machinery of the appropriate technology at their own cost for diversification and enhancing the production level of the plant with prior written permission of the Bank. For doing so whatever arrangements are required to be made are to be arranged by the lessee. The Maharashtra State Co-operative Bank Ltd. is not responsible for effecting any payment to the Lessee for such installation/ alterations/changes etc. The Lessee will have to submit detailed list of machinery to be installed for approval from The Maharashtra State Co-operative Bank Ltd. At the expiry or termination of the lease period, the Lessee will not remove machineries or equipment bought 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 the *Karkhana*.
10. The Lessee will make use of the new installations for the enhancing the production capacity and also can earn profit 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 movables/immovable assets of karkhana. But If requested by the borrower Karkhana and as per their consent, the Bank will allowed to create second charge on the existing assets to Lessee.
- 11.A) If the lessee has availed loan for enhancing capacity or for new plant e.g. Ethanol, co-gen etc., 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.
12. This lease agreement will have lock-in period of 5 years from the date of this agreement. Within this lock-in period of 5 years Lessee could not terminate/cancel the lease agreement, else, the security deposit kept with the Bank(Lessor) will be forfeited /Bank Guarantee will be invoke and Bank reserve its right to terminate/cancel the lease agreement. The lease period is maximum 25 years. This agreement will terminate or cancelled after expiry

of the lease period or up-to repayment of entire outstanding loan amount, Though the outstanding of MSC bank has recovered fully, then also this agreement will remain in force. Borrower karkhana have no right to terminate or cancel the said lease agreement.

13. 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)
14. It is expected that the lessee should sale out the sugar 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 on or before 30th September. If the possession of the godowns of *karkhana* is not handed on or before 30th September to lessor, then the lessee has to pay penalty charges of Rs.10/ per MT per month up to the storage capacity of the go-down. If the storage capacity of godown is one lakh bags, it means the rent will be charged Rs.10 lakhs per month. In case the stock of sugar bags is less than Rs.1 lakh, the minimum rent to be paid will be Rs.10 lakhs per month.
15. The lessee shall shift sugar, Molasses and bagasse produced by the lessee during the tenure of the agreement, within two 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.50/- per M.T. of bagasse per month till 12 months after end of above grace period of two months after the end of lease period. If the lessee fails to shift the above products within 15 months after end of lease period, the lessee shall have no right on such products. The lessee shall have to shift these products in any case, before the starting of the next crushing season failing which the same will become the absolute property of the lessor free of cost.
16. During the crushing season of 2021-22 and up to the end of the lease period, the lessee shall crush the sugarcane and manufacture the sugar and other by-products. The activity shall be carried on by the lessee on Lease basis for the period of Maximum 25 years/or up to entire repayment of outstanding loan amount (whichever is earlier) crushing seasons including 2021-22 season with effect from date of agreement till the expiry of lease period. THE AGREEMENT OF LEASE shall be automatically treated as terminated and the property leased out shall be considered automatically transferred to the Bank.

17. Existing Stocks:-

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

18. Crushing License:-

The lessee shall utilize the full crushing capacity of the *karkhana* and crush the sugarcane during the season 2021-22 and up to the end of lease period, in accordance with the crushing license that would be granted by the Commissioner of Sugar, M.S. Pune/ competent authority. Lessee has the responsibility to obtain necessary crushing Licenses from the competent authorities yet his own cost.

19. FRP Payment:-

The lessee shall be responsible to pay FRP price for Sugarcane purchased within 14 days as per Sugarcane Price Control Order (Act), 1986 or as directed by the Government of Maharashtra during the lease period.

20. Any grievances of the sugarcane suppliers during the period of the agreement shall be looked in to 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.

21. The Lessee shall observe the provisions of Sugarcane control Order applicable to the State of Maharashtra.

22. 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.

The Provident Fund Contribution and Labour welfare contribution 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/expiry of the Lease period lessee should submit the receipts of the paid PF.

23. The plant and machinery and other allied equipment in the *karkhana* which are meant for manufacturing of sugar and by products shall be maintained and repaired by the lessee at its own cost.

24. Damage & Loss of Machinery:-

The lessee shall not cause any damages or loss to the existing plant and machinery and allied equipment of the *karkhana*. If any such damage or loss is found, lessee will be responsible for the same and the same shall be compensated and reimbursed by the lessee to the bank. Else the said amount will be recovered from the security deposit kept with the Bank by the lessee./by invoking the Bank Guarantee.

26 Payment of Taxes, Dues:-

- 26A) All types of payments i.e F.R.P., wages/ workmen dues/salaries of workmen / employees Provident contribution, Labour welfare contribution / Statutory and allied dues, GST, VAT, CENVAT, taxes and any other contribution from time to time which would be applicable to entire staff prior to this agreement and during the period of this Agreement shall be borne and paid by the Lessee as per law applicable. Bank will not responsible for any payment.
- 26B) Further, all the statutory dues and accrued claim as demanded by the government, semi-government and /or concern authorities **prior to this agreement and** within the period of these presents, the same shall be paid by the Lessee and it shall not be responsibility of the Lessor Bank at any time during the continuation of the Lease period.
- 26C) The security deposit kept with the bank/Bank guarantee will be repaid to lessee only after on submission of all receipts of all such payment made by lessee
- 26D) During the period of the lease agreement, any liabilities created by 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 owned funds.
- 26 E) 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 utilize towards the payment of these dues. The lease rent amount will be only appropriated towards the outstanding dues (along with interest) of the *karkhana* with the lessor bank. The borrower *karkhana* 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 *Karkhana* 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.

- 27 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 prior written permission of bank. The lessee shall not claim any compensation from the *Karkhana* / bank (Lessor) towards erection of such temporary shed or stores etc.
- 28 The Plant and Machinery, other allied equipment's and assets of the *karkhana* cannot be mortgaged or given as security to any financial institutions.
- 29 During the period of the lease agreement, if any death or disability is caused to the staff members due to accident, occupational decease or negligence of the lessee, the compensation by way of medical expenses payable in such an event shall be paid by the lessee as per law.
- 30 The lessee shall be liable for all criminal and civil liabilities arising due to activities of the lessee under the agreement. The lessee and their officers shall alone be liable for such criminal and civil actions.
- 31 The internal roads, staff quarters, Jack wells, rising main, reservoir, spray pond, machinery foundation E.T.P., Bore well and pipeline, sump well pipe line, diesel pump and the buildings and assets of the *karkhana* shall be maintained in good condition by the lessee.
32. The lessee shall be responsible for making arrangements of contractors and sub-contractors for the purpose of cutting and harvesting of sugarcane during the lease period. However, while making such arrangements, the lessee shall give preference to such contractors, vehicles owners who are doing such work with the *karkhana* from the area of operation of the *karkhana* on merits.
33. 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 *karkhana* for recovery of its dues, loans, compensation and other amounts. The *karkhana* is entitled to proceed further with the said suits, disputes, legal actions on its own.
- 34 The lessee shall not be liable to the demands and liabilities made against the *karkhana* in any Hon'ble Courts prior to the execution of the agreement.

Also the lessee/karkhana will be liable for any loans of the *karkhana* which are payable since prior to the execution of the 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 *karkhana* which are required to be discharged by the *karkhana*. Bank will be not be liable for any dues

- 35 The lessee shall maintain the accounts of its transactions pertaining to crushing of sugarcane and bye-product separately and give the said reports to lessor (Bank) at the end of every fortnight.
- 36 The *Karkhana* shall not create any obstacles and/or hindrances in the work of the lessee during the period under the agreement.

37. Disputes:-

Any Dispute between the parties with regards to the agreement shall be referred to the Managing Director, the Maharashtra State Coop. Bank Ltd., Mumbai for arbitration who shall act as the sole arbitrator.

38. Indemnity:-

The lessee shall be liable for and shall indemnify the Bank (lessor) against any liability, loss, claim or proceedings whatsoever arising under any statutes or at common law in respect of any person caused during the period of this agreement.

- 39 The lessee shall perform its part of the assignment under this agreement with degree of high professional skills 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.
40. The lessee will be liable & responsible to pay all the dues & liabilities of the karkhana prior to the execution of this lease agreement.
41. The lessee shall be nominal member (B Class) of the Lessor (Bank).

42. FORCE MAJEURE:-

Both the parties to the agreement understand, acknowledge and agree that for the purpose of present agreement the Force Majeure clause shall not be applicable. for purpose of this Agreement, Force Majeure shall mean and include any 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, the situation like lockdown, Covid-19, any other epidemic or even Pandemic situation

restraint from government, governmental acts, injunctions, labour strikes, non-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 shall not be able to invoke Force Majeure clause. Under any circumstances, the lessee will have to pay complete lease amount as per agreed terms and conditions to the lessor.(Bank)

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

- 43 The lessee has to enter into a **bi-parte/tri-party** agreement with all above terms & conditions and additional terms & conditions as mutually agreed.
- 44 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 lock-in period of 5 years or the expiry of lease period, the security deposit paid by lessee will be forfeited /Bank Guarantee will be invoke.
- 45 If the event occur, which are beyond the control of the Bank and if Board of Administrator(s) of the Bank deems fit and proper, bank reserve its right to terminate this Lease Agreement and take possession of the karkhana.
- 46 If the lessee violates & do not comply any terms & conditions of the lease agreement, the lease agreement will be terminated by giving one month's written notice. The bank reserves the right to take possession of entire property of *Karkhana* under SARFAESI ACT 2002 for which lessee & *karkhana* hereby accord their unconditional consent & accordingly will submit their Board resolution along with Indemnity Bond to that effect.
- 47 **Payment of lease rent:-**
- 47A) The Lease rent shall be paid by the Lessee by way of RTGS/NEFT in the CA No.0071116900000022, IFSC Code- MSC10082064 with MSC Bank., Regional office, Aurangabad Branch. The bank will receive receipts net of tax (after deducting TDS), accordingly No TDS to be deposited in the name of the Bank on these receipts. The bank therefore does not hold responsibility of any taxes arising out of this transaction.

- 47B) Borrower (*Karkhana*) shall have the responsibility to issue GST Invoice of lease amount as applicable. Remittance of GST 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.
- 47C) The Maharashtra State Co-operative Bank Ltd will not sanction any type of loan to the lessee during the tenure of the lease period.
48. The Bank reserves all rights to change/amend any terms & conditions of this agreement time to time.
49. The Annexure-I and II part and parcel of this Tender Document.

SIGNATURE OF AUTHORISED PERSON

(NAME IN BLOCK LETTER)

(TO BE PUT IN ENVELOPE-I)

**TECHNICAL BID OF:- MAHESH(KADA) SAHAKARI SAKHAR KARKHANA LTD.KADA,
TAL-ASHTI, DIST- BEED.****Information & Declaration of Tenderer-**

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

- I) Name of the person/firm /co-op. society and its address.
- II) Copy of Registration Certificate (in case of firm /Society/company)
- III) Articles of Association & Memorandum of Association.
- IV) Particulars of Factory for which tender is submitted.
- V) Bye-laws of the Co-op. Sty (if applicable)
- VI) GST&PAN card copy of firm/Partners/Company /Directors /Individual (KYC document)
- VII) Details of latest Income tax clearance certificate (Copy enclosed)
- VIII) Copy of Resolution
- IX) Solvency certificate ofTenderer from his Banker of equivalent amount of first five years security deposit of Rs.2,33,00,000/- .
- X) Income Tax return for last 3 years.
- XI) **Proof of availability of funds:-**

Audited Balance sheet for the last 3 years
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.

Eligibility Criteria for the bidder (Lessee):

- i. The Net worth of Firm's/ Society/Company/ Director's should be Positive (+ve) and more than as per the bank's policy certified by Chartered Accountant.
- ii. The bidder firm/society/company (lessee) should not have overdue outstanding loans of any Financial Institutions/Banks.
- 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.

DECLARATION

I/We have gone through the details of tender documents and also visited the site of properties to be leased & study the details thereof. The above 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 :-
Place:-

Signature of the Authorized person
of the Tender form

. ANNEXURE-II

AUCTION CONDUCTED ON DT.24.09.2021,1.00 PM.OF MAHESH(KADA)
SAHAKARI SAKHAR KARKHANA LTD.KADA, TAL-
ASHTI, DIST- BEED.

Crushing Capacity : 1250 TCD

FINANCIAL BID FORM
(As Per Tender)

ANNEXURE-II

Sr.No.	Year	Minimum Fixed Rent per year (Rs.in lacs)	Plus Minimum tagging rent per year M.T. of Crushing of Sugarcane (In Rs.)	Offer rent per year (Rs.in lacs)	
				Fixed Rent (Rs.in lacs)	Tagging rent per MT. (In Rs.)
1)	2021-22 to 2022-23	50.00 per year	Rs.100 PMT		
2)	2023-24	100.00 per year	Rs.100 PMT		
3)	2024-25 to 2025-26	200.00 per year	Rs.100 PMT		
4)	From 2026-27 onwards	300.00 per year	Rs.100 PMT		

Remarks:- Financial Bid Qualified / Not Qualified

Place:-
Date:-

Signature of Authorized person
(Name in Block Letters)