

FORM No. :

**THE LATUR DISTRICT CENTRAL CO-OPERATIVE
BANK LTD., LATUR**

Head Office
Tilak Nagar, Main Road, Latur

TENDER FORM FOR LEASE OF

**SHRI SANT SHIROMANI MARUTI MAHARAJ
SAHAKARI SAKHAR KARKHANA LTD.,
MAULI NAGAR, BELKUND,
TQ. AUSA, DIST. LATUR.**

Crushing Capacity : 1250 TCD

(FOR OFFICE USE ONLY)

Issuing Authority

Signature & Seal
Authorised officer & Manager
For The Latur District Central Co-operative Bank Ltd.,
Head Office, Latur

Date of Issue :

Name of the Bidder :

.....

N.B. The entire Tender document should be submitted duly filled in and signed TENDER FOR LEASE OF PROPERTY OF SHRI SANT SHIROMANI MARUTI MAHARAJ SAHAKARI SAKHAR KARKHANA LTD., MAULI NAGAR, BELKUND, TQ. AUSA, DIST. LATUR.

CONTACT PERSON

Shri C. N. Ugile
Authorised Officer & Manager,
For The Latur District Central Co-operative Bank Ltd.,
Head Office,
Tilak Nagar, Main Road, Latur
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THE LATUR DISTRICT CENTRAL CO-OPERATIVE BANK LTD.,
Head Office, Tilak Nagar, Main Road, Latur

Fax : (02382) 242183

Tel. : (02382) 245130, 245131, 243143

**TENDER FORM FOR LEASE OF SUGAR FACTORY INCLUDING LAND,
BUILDING, FURNITURE AND FIXTURES ETC OF
SHRI SANT SHIROMANI MARUTI MAHARAJ SAHAKARI SAKHAR
KARKHANA LTD., MAULINAGAR, BELKUND, TQ. AUSA, DIST. LATUR**

ON “AS IS WHAT IS AND WHERE IS” BASIS

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TENDER NOTICE FOR LEASING OUT
SHRI SANT SHIROMANI MARUTI MAHARAJ SAHAKARI SAKHAR
KARKHANA LTD., MAULI NAGAR, BELKUND, TQ. AUSA, DIST. LATUR

The property of SHRI SANT SHIROMANI MARUTI MAHARAJ SAHAKARI SAKHAR KARKHANA LTD., having installed capacity of 1250 TCD is attached by the Bank as per the provisions of SARFAESI Act, 2002.

Sealed tenders are invited for running the sugar factory for **Twenty Five Seasons** from **2018-19** to **2042-43** namely SHRI SANT SHIROMANI MARUTI MAHARAJ SAHAKARI SAKHAR KARKHANA LTD., MAULI NAGAR, BELKUND, TQ. AUSA, DIST. LATUR, 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 18.06.2018 to 27.06.2018 during 11.00 A.M. to 5.00 P.M. from the office of The Authorised Officer of The Latur District Central Co-operative Bank Ltd., Head Office, Tilak Nagar, Main Road, Latur, on non-refundable cash payment of Rs. 5,000/- (Rs. Five Thousand only.) towards cost of Tender form. The said documents can also be downloaded from WWW.LDCCBANK.COM. In case of the downloaded document fees shall be paid through Cash / NEFT (on account of "The Latur District Central Co-operative Bank Ltd. A/c. No.100110005100003 IFSC Code : IBKL0497LDC) before submission of the proposal.

The interested parties can visit for Inspection / Verification to Karkhana Site on 21.06.2018 between 11.00 am. to 5.00 pm.

Duly filled Tender shall be submitted at The Latur District Central Co-operative Bank Ltd., Head Office, Tilaknagar, Main Road, Latur during the office hours from dated 18.06.2018 to 27.06.2018.

The Tender forms received in time shall be opened on 29.06.2018 at 1.00 p.m. at The Latur District Central Co-operative Bank Ltd., Head Office, Tilaknagar, Main Road, Latur. 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 parties / firms / companies 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 Manager of The Latur District Central Co-operative Bank Ltd., Head Office, Tilaknagar, Main Road, Latur.

The Authorised Officer, The Latur District Co-operative Bank Ltd., Latur reserves all right to reject or accept any or all tenders without assigning reasons which may be noted.

Authorised Officer & Manager,
For The Latur District Central Co-operative Bank Ltd.,
Head Office, Tilaknagar, Main Road, Latur

TERMS & CONDITIONS OF TENDER

Name & Address of Sugar Factory : **SHRI SANT SHIROMANI MARUTI MAHARAJ
SAHAKARI SAKHAR KARKHANA LTD.,
MAULI NAGAR, BELKUND, TQ. AUSA, DIST.
LATUR**

COMMON CONDITIONS FOR LEASE OF SUGAR FACTORY

1. The interested parties / firms / companies shall submit their information giving details as per ANNEXURE attached hereto in envelope super scribed as “Information and Declaration of Bidder”
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.
 - 2.1 First preference will be given to those parties / firms/ companies, who will develop / install by-product project (ie. Distillery / Co-generation etc.) on the factory site. For this, the bidder shall required to submit the C.A. certified cash-flow statement along with the tender documents.
 - 2.2 Bidder, in case of Co-operative / private sugar factory must have experience in sugar industry for at least 3 years and in case of agro processing company (Agrobase company) / organization / firm / company having annual turnover of minimum Rs. 5.00 crores & more are only eligible to participate.
3. The interested bidder shall be required to remit earnest money deposit of Rs.200.00 lacs (Rupees Two crore only.) (EMD should be paid through RTGS / NEFT, IFSC Code : IBKL0497LDC, A/c. No. 100110005100003) to The Latur District Central Co-operative Bank Ltd. Latur. No interest will be paid on earnest money deposit. The earnest money deposit of successful bidder will be adjusted towards the lease amount payable for the 1st year.
4. The bidder have to borne the required charges such as stamp duty, registration charges and other charges in any for taking the Assets of sugar factory on lease.
5. The tender form should be filled up completely. The offer / bid amount should be clearly indicated both in figures as well as in words.
6. In case the tender is not accepted, the amount or earnest money shall be refunded without interest.
7. The submission of tender shall mean and imply that the bidder 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. 5,000/- (Rs. Five Thousand only.) from the office of the Authorised officer of The LDCC Bank, from 18.06.2018 to 27.06.2018 during 11.00 a.m. to 5.00 p.m. on the working day (excluding 2nd & 4th Saturday, Sunday & public holidays) or can be downloaded from www.ldccb.com. In case of the downloaded document, the document fees shall be paid through Cash / NEFT : (IFSC Code : IBKL0497LDC, A/c. No. 100110005100003) before submission of the proposal.
10. Any dispute arising out of this tender / deal, shall be subject to jurisdiction of Latur only.
11. Authorised officer & Manager of the Bank reserves the right to adjourn and / or postpone the date / place / time of opening of Tenders of Lease Confirmation, add or alter any conditions noted herein without giving any reason.
12. The bidder 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 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 bidder.
13. The tender shall be submitted in two envelopes. The bidder shall submit sealed tender quoting the bid amount in separate sealed envelope super scribed as “Bid Amount” to The Authorised officer and Manager, The Latur District Central Co-operative Bank Ltd., Head Office, Tilak Nagar, Main Road, Latur, on or before the date of submission as stipulated in the tender notice dated 13.06.218. In the Financial bid, bidder shall bid to the extent minimum fixed rent. Bid mentioned below of minimum fixed rent will not be accepted.
14. Both envelopes as specified in Condition 1 & 13 should be stitched together and are to be put in single big size envelop super scribed as “Tender for Leasing out of **SHRI SANT SHIROMANI MARUTI MAHARAJ SAHAKARI SAKHAR KARKHANA LTD, MAULI NAGAR, BELKUND, TQ. AUSA, DIST. LATUR, 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 authorised representative of the bidder on 29.06.2018 at 1.00 p.m. at The Latur District Central Co-operative Bank Ltd., Head Office, Tilak Nagar, Main Road, Latur.

17. There will be no negotiation after opening tender document. Tenders bidder with Highest offer will be final and will be declared as successful bidder.
18. All rights are reserved by the Authorised Officer and Manager, The Latur District Central Co-operative Bank Ltd, Latur 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 **1st July 2018** to **30th September 2043**. The lessee shall handover the possession to lessor (Bank) on or before **30.06.2043**. If the lessee fails to do so, the penalty @ Rs. 2.00 lacs per day will be levied w.e.f. **01.07.2043** till the date of handing over the possession.
- 19.1 The successful bidder, with whom the lease agreement is executed by LDCCB shall be responsible for keeping all the machinery and equipments in good working condition during the period of lease. The lessee shall ensure that the property / machinery under the lease agreement is kept insured for the appropriate value during the tenure of the lease. 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 intimation to the bank.
- 19.2 The stores and spares which are already owned and possessed by the said **SHRI SANT SHIROMANI MARUTI MAHARAJ SAHAKARI SAKHAR KARKHANA LTD., MAULI NAGAR, BELKUND, TQ. AUSA, DIST. LATUR, MAHARASHTRA** and now which is in possession of LDCCB shall be made available to the lessee for its use on payment of its value with depreciated cost or market price whichever is higher, to LDCCB The value paid towards such store and spares will be over and above the Lease amount. The stock of stores & spares as well as other materials available at the site / factory shall be evaluated at the time of awarding the lease.
- 19.3 The Lessee is not authorised to carry out any alteration / additional construction in the premises handed over to him for operation by LDCCB without specific permission from LDCCB.
- 19.4 Requisite statutory / other permissions from concerned authorities such as local bodies. State / Central Govt. authorities, Income Tax Dept. etc. shall have to be obtained by the bidder. 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 LDCC Bank should not be held responsible for such delay.
- 19.5 The lessee may install new machinery with appropriate technology, repairing, new construction, old machinery repairing / replacement etc. as per requirement in the factory/premises at its cost to diversify and or enhance the

production capacity of the plant by obtaining proper permissions/ clearances etc. from respective authorities. LDCCB is not responsible for 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 LDCCB. The lessee will not have any right over such modified machinery or equipment after the expiry or termination of lease period. The Lessee cannot remove such machinaery from the site. However, in case the value of such modified or new machinery / equipment installed with prior permission of LDCCB is exceeding Rs. 5.00 lacs, then the lessee is eligible to claim / get amount of such machinery after the expiry or termination of such machinery / equipment after deducting depreciation @ 15% per annum. After the expiry or termination of lease period lessee can remove the modified machinery / equipment installed by them only after installation of old machinery / equipment.

- 19.6 Lessee can go for setting up ancillary units / by-product, with the prior approval from LDCCB. The lessee shall obtain all licenses and permissions required to set up such units.
- 19.7 The Lessee shall shift sugar, molasses and bagasse produced by during the tenure of the agreement, within three months after expiry of the lease period. After this date of Lessee fails to shift the product so produced during the period of 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 the lease period. The Lessee shall have no right on such produce and same will become the absolute property of the Lessor free of cost.
- 19.8 If the possession of godown of kharkhana not handed over on or before **30th sept.2043** to lessor / Bank then the lessee has to pay Rs.10/- per bag per month & if the capacity of godown 1 lac bags it means the rent will be charge Rs.10.00 lacs per month. Incase the stock of sugar bags is less than 1 lacs, the minimum rent to be paid will be Rs. 10.00 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.
- 19.9 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 LDCCB should cover all such events at his own cost. Insurance claim on happening of any such event shall be received fully by LDCCB. However, after such an incident, the lessee will have to repair the damaged

building / machineries, if needed. After receiving the compensation amount from the insurance company, the amount will be paid to lessee after inspection by bank for above mentioned damage repairing done by the lessee. 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 Latur District Central Co-operative Bank Ltd., Latur as bellow.

Year / Season	Minimum Fixed Rent	(Plus) Minimum Charges per M.T. on Actual crushing
2018-19 to 2042-43	Rs. 200.00 lacs (+) GST extra as per applicable	Rs. Per M.T. (+) GST extra as per applicable

(The minimum lease rent as above will be Rs. 2.00 crores (+) Differential amount of actual crushing as per Minimum charges per M.T. offered by bidder (+) GST extra as per applicable.)

21. The lessee shall pay the lease amount to the The Latur District Central Co-operative Bank Ltd., Latur as per following installments.

A) For First year.

Sr. No.	Installment	Due Date
1	1 st installment Rs. 200.00 lac (From EMD amount.)	Within 7 days from the date of issuance of lease sanction letter.
2	2 nd installment – Differential amount of actual Crushing as per Minimum charges per M.T. offered.	Within 7 days from the crushing season stopped.

B) For the Second year and up to lease period.

Sr. No.	Installment	Due Date
1	1 st installment Rs. 66.67 lac (1/3 amount of Minimum fixed Rent)	30 th November.
2	2 nd installment Rs. 66.67 lac (1/3 amount of Minimum fixed Rent)	31 st January.
3	3 rd installment Rs. 66.66 lac (1/3 amount of Minimum fixed Rent)	28 th February.
4	4 th installment – Differential amount of actual Crushing as per Minimum charges per M.T. offered.	Within 7 days from last day crushing season.

22.A. A Bank guarantee of the Nationalised or Scheduled bank for the amount Rs.200.00 lacs should be given within 7 days from the date of acceptance letter for the total lease period. The bank guarantee should be given in the form of revolving

for per year. Also, a post dated cheque in the name of LDCCB of yearly rent should given along with agreement. 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 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 @ 12 percent per annum will be charged on the lease amount paid after due date.

22.C. The lessee can not terminate the lease agreement without prior permission of the bank. If the lessee violets any of the terms & conditions of the lease agreement, the bank guarantee / cheque will be liable for encashment.

23. If the bidder fails to settle the bank guarantee & cheques 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 bidder only after receipt of stipulated amount and fulfillment of all legal formalities.

25. During the crushing season of 2018-19 and up to the end of the lease period, the lessee shall crush the sugarcane and manufacture the sugar with the help of plant & machinery, supplementary equipments 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. 2018-19 season with effect from the date of agreement till the expiry of lease period which shall be deemed to be 30th june 2043 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. 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 can procure additional sugarcane from any other sources with the permissions from competent Authorities and the laws prevailing from time to 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 of 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 Income Tax Act, GST Act and all other applicable taxes shall be discharged by the lessee out of their own funds.

28. The lessee shall utilise the maximum crushing capacity of the karkhana and crush the sugarcane during the 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 season 2018-19 and thereafter.
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 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. However, if any grant or subsidy prior lease period 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 lessee is not entitled to receive such amount.
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 bye-products shall be responsibility of the lessee and such liabilities shall be discharged only by the lessee out of its own funds.
40. The lessee shall not raise any kind of loan without no-objection certificate from the lead bank and the consortium banks on properties of the karkhana. The plant & Machinery, Other allied equipment's and assets of the karkhana which are currently existing shall not be mortgaged or given as a security to any financial institution or others by the lessee under any circumstances. However, newly assets created from the new loan, on which paripasu / second charge will be created of lead bank and the participating banks.
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 2018-19 and up to the expiry of lease period. The responsibility of payment of such contractors is of lessee. The bank is not responsible for any payments or dues of such contractors.

46. The lessee shall not be liable to any consequences, liabilities and benefits arising out 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. During the period of agreement, if lessee makes any payment of dues which are prior to lease agreement, such paid amount will be adjusted towards the lease rent.
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 kind of dispute between parties with regards to the agreement shall be referred to the arbitrator appointed by the bank. The decision of the arbitrator will be final & binding on the both parties. The dispute referred to arbitrator will be handled in accordance with the provisions of Arbitration & Conciliation Act.
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 endeavor 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 event, lessee will not be able to invoke Force Majeure clause & will have to pay the lease amount as per agreed terms and conditions.** However, in such events if the lessee fails to made payment of rent, such due rent amount will be recovered with interest form next crushing season.

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 Director 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 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 Director of the Bank thinks it proper, to Bank with the consent of the lessee can terminate this lease agreement.

62.A. The Latur District Central 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. lessee shall have sole responsibility of remitting all applicable taxes (i.e. Income Tax, GST 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. The bank, in any case, shall not be held liable to pay any taxes on the recovery receipts towards the outstanding dues.

62.C. Lessee 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 WHER IS” Basis.

**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 Envelop No.1 super scribing, “Information and Declaration of Bidder”.

1. Name of the firm / co-op. Society / Company and it's address.
2. Copy of Registration Certificate (In case of firm / Society / Company)
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 & 2017-18 provisional)

1. Profit / Loss during last three years.
 - a. Year 2015-16 Rs. :
 - b. Year 2016-17 Rs. :
 - c. Year 2017-18 Rs. :

2. Annual Turn over per year.
 - a. Year 2015-16 Rs. :
 - b. Year 2016-17 Rs. :
 - c. Year 2017-18 Rs. :

6. The Co-operative society / firm / company should be working in Agriculture &/or processing of agriculture products for at least last three years.

DECLARATION

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.

Signature of the Authorised person
of the Bidding form

Date :

Place:

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

1. Name & address of co-op.
Sugar Factory

**: SHRI SANT SHIROMANI MARUTI
MAHARAJ SAHAKARI SAKHAR
KARKHANA LTD; MAULI NAGAR,
BELKUND, TQ. AUSA, DIST. LATUR**

2. Crushing Capacity : **1250 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	(+) Charges per M.T. on actual crushing of sugarcane
1	2018-19 to 2042-43	200.00 Lacs (+)GST extra as per applicable	Rs. per M.T. (+)GST extra as per applicable

NOTE : Total amount of annual rent will be upto Minimum Fixed Rent as mentioned above + charges per M.T. of actual sugarcane crushed (+) GST extra as per applicable.

Date:

Signature of the Authorised person
(Name in Block Letters)

Place: