

Indrajeet Navghare
Sr. Operation Executive (Procurement Services)
Mobile : +91 7774013248
indrajeetn@synise.com

SYNISE TECHNOLOGIES LTD.

ISO 9001 : 2008 and ISO 27001 : 2005 Certified
4th Floor, Vishwa Arcade, Near Navale Bridge,
Mumbai-Banglore Highway, Narhe, Pune, Maharashtra - 411041.
Landline No: +91 9028097462/63 www.synise.com

- Supply Chain Management
- Asset Management Services
- Procurement Services
- IT/ITES

E-TENDER FORM

**AADIWASI SAHAKARI SAKHAR KARKHANA NAVPUR -
NANDURDAR VIBHAG LTD., SURUPSING NAIK NAGAR ,
DOKARE, TAL.NAVAPUR ; DIST. NANDURBAR - 425418**

SHORT – E- TENDER NOTICE

E- Tenders are invited in respect of the grant of the lease of the assets of **Aadiwasi Sahakari Sakhar Karkhana Navapur - Nandurbar Vibhag Ltd.,- Surupsing Naik nagar ; Dokare , Tal. Navapur,Dist. Nandurbar - 425418** [Hereinafter, for the sake of brevity may kindly be referred to as the “**Karkhana**”] for a period of **15 Years**. The interested parties may download the Tender Form available on the website **www.synise.com**.

Tender Forms will be available on **www.synise.com** from **04/09/2021 to 17/09/2021** up to 5.00 PM. The interested bidders will have to submit Non-Refundable Tender Form Fee of **Rs. 30,000/- (Rs. Thirty Thousand only)** and Earnest Money Deposit **Rs. 5,00,000/- (Rs. Five Lakh Only)** by two separate demand drafts in the name of “**Aadiwasi Sahakari Sakhar Karkhana Navapur - Nandurbar Vibhag Ltd., Surupsing Naik nagar ; Dokare , Tal. Navapur, Dist. Nandurbar - 425418**” payable at Navapur, District: Nandurbar , Maharashtra OR by RTGS Payment on following Account Number: **324101010035310** in the

name of “Aadiwasi Sahakari Sakhar Karkhana Navapur - Nandurbar Vibhag Ltd., Surupsing Naik nagar ; Dokare , Tal. Navapur, Dist. Nandurbar - 425418” maintained in Union Bank of india Navapur, Branch, Maharashtra and having IFSC Code: UBINO532410. The Demand Drafts shall be submitted in the office of **Aadiwasi Sahakari Sakhar Karkhana Navapur - Nandurbar Vibhag Ltd., Surupsing Naik nagar ; Dokare, Tal. Navapur,Dist. Nandurbar - 425418** OR the payment shall be made by RTGS in the account of the Karkhana mentioned above, on or before 17/09/2021, on working days between 10.30 am to 5.00 pm. Only after the submission of demand drafts with Karkhana and/or payment by RTGS in aforesaid account, the bidder will be allowed to upload the tender.

Sr. No.	Name of the Karkhana and Capacity	Lease Period
1	Aadiwasi Sahakari Sakhar Karkhana Navapur - Nandurbar Vibhag Ltd., Surupsing Naik nagar ; Dokare , Tal. Navapur,Dist. Nandurbar - 425418 Crushing Capacity- 1250 TCD.	15 years (2021 to 2036)

Date: 03/09/2021

Place: Navapur

Shirishkumar Naik
Chairman

Vijayanand Kushare
Managing Director

E- Tender Notice for lease of assets of Karkhana

E-Tenders are invited for the grant of the lease of the assets which are more particularly mentioned in Annexure C herein, in the existing state, of **Aadiwasi Sahakari Sakhar Karkhana Navapur - Nandurbar Vibhag Ltd., Surupsing Naik nagar, Dokare, Tal. Navapur, Dist. Nandurbar - 425418**, to crush the sugarcane and to take by-product with the help of the Plant and Machinery in the existing state, for 15 years i.e. 2021 to 2036.

Tender Forms will be available on the website - www.synise.com from 04/09/2021 to 17/09/2021 up to 5.00 PM. The interested bidders will have to submit a Non-Refundable Tender Form fee **Rs 30,000/- (Rs. Thirty Thousand only)** and Earnest Money Deposit **Rs. 5,00,000/- (Rs. Five Lakh Only)** by two separate demand drafts in the name of **"Aadiwasi Sahakari Sakhar Karkhana Navapur - Nandurbar Vibhag Ltd., Surupsing Naik nagar, Dokare, Tal. Navapur, Dist. Nandurbar 425418"** or by RTGS in following Account Number: : 324101010035310 in the name of **"Aadiwasi Sahakari Sakhar Karkhana Navapur – Nandurbar Vibhag Ltd."** maintained in Union Bank of India, Navapur Branch, Navapur , Maharashtra and having IFSC Code: UBINO532410.

The Demand Drafts shall be submitted in the office of **Aadiwasi Sahakari Sakhar Karkhana Navapur-Nandurbar Vibhag Ltd., Surupsing Naik nagar, Dokare , Tal. Navapur, Dist. Nandurbar - 425418** or payment shall be made by RTGS on or before 17/09/2021, on working days during 10.30 AM to 5.00 PM. Only after the submission of demand drafts and payment by RTGS in aforesaid account, the bidder will be allowed to upload the tender.

The Pre-bid meeting of bidders will be held at the office of the

Karkhana on 13/09/2021 at 12.00 A.M.

Digitally signed and duly filled tender forms to be uploaded on website: www.synise.com on or before 17/09/2021, up to 5.00 PM only.

The Digitally signed and uploaded forms of technical bids will be opened on 20/09/2021, at 2:30 PM and financial bids on 20/09/2021 at 4:00 PM in the Office of the Commissioner of Sugar, Maharashtra State, Sakhar Sankul, Shivaji nagar, Pune-411005.

The interested Co-operative Society / Private or Public Ltd Company / Partnership Firm engaged in Sugar Industry may visit the abovesaid Karkhana and may obtain additional information from Shri. V. E. Kushare, Managing Director of Karkhana during working hours (Contact No.9822682049)

The Government of Maharashtra/ Commissioner of Sugar/ Karkhana reserves all right to reject or accept any or all tenders without assigning reasons which may be noted.

Date: 03/09/2021

Place: **Navapur Tal, Navapur .**

V. E. Kushare.
Managing Director

Aadiwasi Sahakari Sakhar Karkhana Navapur - Nandurbar

Vibhag Ltd., Surupsing Naik nagar ; Dokare , Tal.

Navapur, Dist. Nandurbar - 425418

TERMS & CONDITIONS OF E-TENDER

1. The interested bidders / parties / i.e. Co-operative Society / Private or Public Ltd Company / Partnership Firm engaged in Sugar Industry shall submit their information giving details as per **Annexure 'B'** attached herewith.
2. The details submitted by the interested parties as per Annexure 'B' will be scrutinized by the Competent Authority and only parties which are found eligible by the Competent Authority as per Terms & Conditions of the tenders documents shall be allowed to participate in the further tender proceedings.
3. The interested bidders / parties i.e. Co-operative Society / Private or Public Ltd Company / Partnership Firm engaged in Sugar Industry shall submit an Undertaking confirming availability of Seed Money i.e. Funds in their own name.
4. E- Tender Forms will be available on www.synise.com from --/09/2021 to 17/09/2021 up to 5.00 PM. The interested bidders will have to submit Non-Refundable Tender Form fee **Rs 30,000/- (Rs. Thirty Thousand Only)** and **Earnest Money Deposit Rs. 5,00,000/- (Rs. Five Lakh Only)** by two separate Demand Drafts in the name of **"Aadiwasi Sahakari Sakhar Karkhana Navapur - Nandurbar Vibhag Ltd., Surupsing Naik nagar, Dokare , Tal. Navapur,Dist. Nandurbar 425418"** OR by RTGS in following Account Number: 324101010035310 in the name of **"Aadiwasi Sahakari Sakhar Karkhana Navapur - Nandurbar Vibhag Ltd"** maintained in Union Bank of India, Navapur Branch, Maharashtra and having IFSC Code : UBINO532410.

5. The Demand Drafts shall be submitted in the office of **Aadiwasi Sahakari Sakhar Karkhana Navapur - Nandurbar Vibhag Ltd., Surupsing Naik nagar ; Dokare , Tal. Navapur,Dist. Nandurbar - 425418** OR the payment shall be made by RTGS on or before 17/09/2021 on working days during 10.30 AM to 5.00 PM. Only after the submission of Demand Drafts OR the payment by RTGS, the bidder will be allowed to upload the tender.

6. Other Terms & Conditions are as below.

- i. The interested parties shall upload Tender documents and price bid as per Annexure A and B on their letter head duly signed by the bidder or their Authorized Representatives on or before 17/09/2021 up to 5.00 PM.
- ii. Duly filled Technical bids will be opened on 20/09/2021 in the office of the Commissioner of Sugar, Maharashtra State, Pune, at 2:30 PM. and financial bids on 20/09/2021 at 4:00 PM.
- iii. All rights are reserved by Government of Maharashtra / Commissioner of Sugar/ Karkhana to accept or reject any or all tenders without assigning reasons.
- iv. The successful bidder whose tender is accepted, shall pay within ten days from receipt of the Confirmation Letter, a Bank Guarantee for **Rs. 50,00,000/- (Rupees Fifty Lakhs only)** Or the One Time Security Deposit of **Rs. 50,00,000/- (Rupees Fifty Lakhs only)** to **Aadiwasi Sahakari Sakhar Karkhana Navapur - Nandurbar Vibhag** Limited. If the bidder fails to pay Security Deposit or give the Bank guarantee of One-Year fixed charges i.e. Rs.50,00,000/- (Rupees Fifty Lakhs only), its tender shall be cancelled and amount of Earnest Money Deposit shall be forfeited. The Amount of Earnest Money paid by the successful bidder, shall be adjusted against the part of the variable rent to be paid by successful bidder for 1st Crushing Season to the

Karkhana.

- v. The interested party may visit on its own cost, the site of the said Karkhana with prior permission of the Managing Director of the **Aadiwasi Sahakari Sahakar Karkhana Navapur - Nandurbar Vibhag** Limited and shall seek required information from the Karkhana.

V. E. Kushare
Managing Director

TERMS AND CONDITIONS FOR LEASE OF ASSETS OF

**Aadiwasi Sahakari Sakhar Karkhana Navapur - Nandurbar
Vibhag Limited.**

1. Including the Crushing Season 2021, which starts around October 2021 and up to the end of the Lease Period (i.e. June 2036), the Lessee shall crush the sugarcane and manufacture the sugar and other by-products with the help of the plant and machinery and supplementary equipment and other ancillary assets which are installed in the Aadiwasi Sahakari Sakhar Karkhana [Hereinafter, for the sake of brevity may kindly be referred to as the “**Karkhana**”]. The Lessee shall be allowed to carry out all the activities relating to Karkhana with the help of leased assets which are more particularly described in **Annexure C** and other new assets, if any, of the Lessee, from the said Karkhana, for the Lease Period of 15 Years.
2. It shall be obligatory on the part of the Lessee to procure and crush the sugarcane of members of the Karkhana during the Crushing Season 2021 and up to the end of the lease period, as per prevailing laws. The Lessee is entitled to procure the sugarcane and / or other required raw material available within the area of operation which is covered by the byelaws 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 and / or other required raw material from any other sources, but subject to laws prevailing at that time.
3. The sugar and allied by-products (molasses, pressmud, bagasse, etc.) manufactured by the Lessee during the Lease Period shall be of the ownership of the Lessee only and as such the Lessee would be entitled to dispose of said sugar and other allied by-products during the period covered by Lease Deed subject to statutory

compliances as required. The liabilities such as G. S. T. on rent and other goods and services, Income Tax and / or all other eligible taxes, applicable to the Lessee in respect of subject matter Lease, for the Lease Period, shall be required to be discharged by the lessee on its own. The Karkhana shall not have any right or interest over the sugar and by-products manufactured by the lessee during the Lease period.

4. The existing stock of sugar and other by-products, if any, belonging to the Karkhana shall be property of Karkhana and as such the Karkhana is at liberty to dispose of the said sugar and by-products as they desire in accordance with law. However, the said Karkhana shall be required to dispose of / sell the said existing stock of sugar and other by-products before the execution of the Lease Deed and further required to empty the Godowns and other storage spaces of the Karkhana before execution of Lease Deed in favour of the Lessee.
5. The lessee shall utilize the maximum crushing capacity of the Karkhana and crush the sugarcane from the crushing season 2021 and up to the end of lease period i.e. (June 2036) in accordance with the crushing license that would be granted by the Commissioner of Sugar, Maharashtra State, Pune.
6. The sale and export of the sugar and / or other allied by-products manufactured by the lessee during the period of Lease Deed shall be subject to the required permissions from the respective Government Authorities, if any.
7. For any relief package, subsidy, assistance etc. due to drought condition, if it is declared in relation to the period prior to the Lease Period then only the Karkhana shall be entitled to get the benefit of the same. For any such relief subsidy, assistance etc. during the Lease Period, Lessee alone shall be entitled to claim the

benefit.

8. The lessee shall be bound to pay Fair and Remunerative Price (FRP) as required by the Sugarcane Control Order, 1966 or as directed by the Govt. of Maharashtra for the sugarcane supplied during the Lease Period.
9. The Lessee shall observe the provisions of Sugarcane Control Order, 1966 applicable to the State of Maharashtra.
10. The Lessee has liberty and authority to engage the staff as per the requirement and as per its own employment terms and policies. However, the Lessee shall also try to engage or employ any of the existing staff on best efforts basis and priority basis. The Salaries, allowances and other monetary benefits payable to the staff employed by the Lessee from the date of Lease Deed till the expiry of the Lease Deed shall be required to be paid by the Lessee. The Provident Fund and Gratuity Contribution and other employment benefits of the Employees employed by the Lessee during the tenure of Lease Deed shall be borne and paid by the Lessee and the Karkhana shall not be responsible for the same. However, any such dues relating to period prior to the Lease Period shall be the liability of the Karkhana only.
11. 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, during the tenure of the Lease Deed. The insurance of plant & machinery and other property in the Karkhana shall be kept alive by the lessee for the Lease Period, at its own cost.
12. Any grievances of the sugarcane suppliers, for the Sugarcane supplied to the Lessee during the Lease Period, shall be looked into by the lessee.
13. The lessee shall not be liable for any damages or loss to the plant

and machinery and allied equipment of the Karkhana, unless the same are caused as direct result of any act / omission by the Lessee. If any such damage or loss is found, the same shall be compensated and reimbursed by the lessee to the Karkhana. However, normal wear and tear in relation to the plant and machinery and allied equipment shall not be considered as any damage or loss.

14. The payments towards the electricity and water bills received by the Karkhana / Lessee from the respective departments which are payable for the period of the Lease Deed only, shall be paid by the Lessee. However, any dues / outstanding amounts relating to the period prior to the Lease Period shall be the liability of the Karkhana only.
15. Apart from the existing godowns and store building(s) 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. The Lessee shall not claim any compensation from the Karkhana toward erection of such temporary shed or stores. However, the Lessee shall be entitled to remove the said temporary godowns installed by the Lessee, after the expiry of the Lease Period.
16. The Lessee shall be required to pay the Land revenue, Non-agriculture tax, Land cess, property tax or any taxes, duty or cess levied under the applicable law in respect of leased property / assets of the Karkhana which are payable for the Lease Period only.
17. The license and permission fees, deposits etc. required to be paid in relation to the business of the Lessee, payable for the tenure of the Lease Deed, shall be paid by the Lessee at its own cost.
18. During the period of the Lease Deed only, 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 or funds borrowed by the Lessee.

19. The existing plant & machinery, other allied equipment and assets of the Karkhana shall not be mortgaged or given as a security to any financial institution or others by the Lessee, without the prior consent of the Karkhana and / or its secured creditors.
20. The Lessee shall not be liable to pay the arrears of payment of sugarcane suppliers of the Karkhana, which are related to the period prior to the execution of the Lease Deed and it shall be the responsibility of the Karkhana to pay the same. The Fair and Remunerative Price (FRP) of the sugarcane supplied by the cane growers to the Lessee, during the tenure of the Lease Deed shall be paid as per the timeline prescribed under the provisions of Sugarcane (Control) Order , 1966. The Fair and Remunerative Price (FRP) of the Karkhana which is outstanding, as on date, is required to be paid by the Karkhana prior to the start of the Crushing Season of 2021-2022.
21. The Lessee shall be liable for all criminal and civil liabilities arising due any acts and / or omissions of the Lessee during the Lease Period. The Lessee and their Directors and Officers shall alone be liable for such criminal and civil actions.
22. The internal roads, staff quarters, jack wells, rising main, reservoir, spray pond, machinery foundation, E.T.P., Borewell and pipeline, sump well pipeline, diesel pump and the buildings of the Karkhana shall be maintained by the Lessee during the Lease Period, at its own cost.
23. The Lessee shall not be liable for any consequences or liabilities arising out of any suits, disputes and other legal actions, which may have been already initiated by and / or against the Karkhana, or which may be initiated in the future for any past activity and/or

liability, for recovery of any outstanding dues, loans, taxes, compensation and other amounts or liabilities. The Karkhana is entitled to and shall be responsible to proceed further with or defend any such suits, disputes, legal actions at its own costs and efforts, without affecting the interest of the Lessee.

24. The annual contributions payable to the C.M. Relief Fund, Sakhar Sankul Nidhi, Sakhar Sangh Fund, National Sugar Federation fund, V.S.I. Fund and other contributions, for the period of the Lease Deed shall be paid by the Lessee. The Crushing License fees and all other required fees and deposits for the commencement of production, for activity during lease tenure, shall be borne and paid by the Lessee.
25. The Lessee shall not be liable to any claims, demands and liabilities made against the Karkhana in any courts and / or any other quasi-judicial authorities, for the period prior to the execution of the Lease Deed, whether same are made known prior to lease period and/or during lease period. Also, the Lessee shall not be liable for any outstanding or unpaid Loans of the Karkhana. The sugar and other by-product and any of its allied products, manufactured or produced by the Lessee during the lease period shall not be liable for attachment towards any liabilities of Karkhana which are required to be discharged by the Karkhana.
26. The stores and spares, if any, which are already owned and possessed by the Karkhana shall be made available to the Lessee for its use during the day to day running of the Karkhana. However, the Lessee shall have discretion to use the same for which Lessee shall be liable to pay separately.
27. The Lessee shall maintain the accounts of its transactions pertaining to crushing of sugarcane and by-product separately and give the said reports to Karkhana at the end of every month.

28. The Karkhana shall not create / cause, any obstacle or hindrances in the work of the Lessee during the period under the Lease Deed.
29. The Lessee shall pay to the Karkhana the amount of fixed charges / rent per year and crushing charges per metric ton of Sugarcane crushed as quoted in the offer.

A) Sugar mill:

- 1) The lessee shall pay 50 % of fixed charges/ annual rent amount at the start of every crushing season and remaining 50 % amount should be paid within three months from the start of every crushing season. Even if the crushing season of the Karkhana is not possible or not taken, the Lessee shall be bound to pay the fixed charges / annual rent to the Karkhana and such amount should be paid on or before 31st December of the said crushing season.
- 2) The Crushing Charges should be paid by Lessee to the Karkhana as follows:

Sr. No.	Crushing Period	Date of Payment
1.	1 October to 30 st November	31 st December
2.	1 st December to 31 st January	28 th February
3.	1 st February till end of Crushing Season	Within 30 days from the end of the Crushing Season.

The Lessee shall pay crushing charges (per MT) as per the following schedule:

- a) Crushing charges for the first 5 years will remain fixed as per the final bid amount.
- b) 10% increase in the Crushing charges on Final Bid amount should be paid for the next 5 years i.e. Lease Year 6 to 10.

- c) 20% increase in the crushing charges on Final Bid amount should be paid for the next 5 years i.e. Lease Year 11 to 15.
- 3) The Lessee shall provide a Bank Guarantee for each year OR an amount of Rs. 50,00,000/- (Rupees Fifty Lakhs Only) as One-time Security Deposit, which shall be refunded to the Lessee, without any Interest, after expiry/termination of Lease Deed.
- 4) It shall be responsibility of Lessee to inform all terms and conditions of the present E-Tender to the Financing Institution / Institutions of the Lessee.
- 5) It will be obligatory on the part of the Lessee to make all the payments pertaining to the respective financial years and payable for the Lease Period, on or before its due date, such as Cane payment, Cane cutting and Transportation charges, GST, Contribution to Sugar Federation and National Federation, Taxes on sugar purchases, Contribution of Chief Minister Relief Funds etc. and any other such payments which the Government may decide and direct to pay within the lease tenure. The Lessee will be responsible for any legal disputes and arbitrations that may arise as a consequence for not adhering to the above terms and conditions.
30. Karkhana or Lessee shall not be able to terminate the Lease without giving notice of clear 90 days and in such case, the Lessee shall be liable to pay only fixed rent of that season/year. Karkhana and Lessee shall be at liberty to decide the Lock-In period for the Lease Deed, at the time of execution of Lease Deed which shall not be less than 5 (Five) Years.
31. Except the activities to be carried out by the Lessee with the Karkhana, the lessee has no concern whatsoever with the management of the Karkhana / the board of directors/ liquidator/ administrator of the Karkhana. Karkhana and Lessee shall be

independent undertakings / organizations / entities for all purposes. The lessee shall have no objection to undertake various development programs by the Karkhana so as to have maximum cultivation of sugarcane within the area of operation of the Karkhana to safeguard its future interest, at their own.

32. After the expiry of the Lease Period, the Karkhana shall not be entitled to further renew further the said Lease Period.
33. Any claims, disputes, differences arising between the parties in respect of Lease Deed and/or interpretation thereof shall be referred to and adjudicated by a Panel of 3 (Three) Arbitrators, for which each party shall be entitled to appoint 1 (One) Arbitrator, and these 2 (Two) Arbitrators in turn shall then appoint Third Arbitrator and the same shall be in accordance with the Arbitration and Conciliation Act.1996, as amended till date. Any Award passed by the aforesaid Panel of Arbitrators shall be final and binding on the Karkhana as well as the Lessee. The Place / Venue of Arbitration shall be Pune and the Language of the Arbitral Proceedings shall be English or Marathi.
34. Before starting First crushing season, any kind of scrap which comes out or any kind of scrap material removed during the overhauling of machinery, equipment shall be the property of Karkhana. In the subsequent years i.e. after the first crushing season, any kind of scrap material removed during the overhauling of machinery, equipment shall be the property of the Lessee.
35. Since the entire machinery is being handed over to Lessee for the period of 15 years, all revenue expenditure (i.e. expenses incurred in the normal course of business viz. expenses of administration, manufacturing and selling products, replacements for maintaining the existing permanent assets, cost of stores consumed in the course of manufacturing etc.) charged against operations and maintenance

of existing mill should be borne by Lessee. No compensation of any kind will be allowed against the items of revenue expenditure. In case of dispute about classification of expenditure, the prevailing Income Tax Act provisions should be adhered to.

36. Any major modification, alteration, modernization or enhancement of plant and/or setting up of any new distillery/ethanol or cogeneration plant etc. which is Capital Expenditure (i.e. an amount spent to acquire or significantly improve the capacity or capabilities of a long-term asset such as machinery/ equipment or buildings etc.) will get depreciated as per the prevailing provisions of the Income Tax Act. The Lessee will be entitled for receipt of depreciated value of machinery or the prevailing market value of machinery and equipment which is finally being used in the mill and installed by lessee, as decided by approved valuer whichever is higher. The Lessee shall take prior permission of Karkhana and Commissioner of Sugar /Govt. of Maharashtra or Concerned Authorities, as the case may be, for such modification, alteration, modernization, setting up of new or enhancement of plant/ distillery etc.

37. Whatever capital expenditure made by Lessee above Rs 2 crore for enhancement / modernization / modification etc. of the capacity of Karkhana, boilers, distillery or erection of new cogeneration or ethanol or distillery facility, shall be made within first seven years of the Lease Period.

38. Depreciation will be charged as per provisions of the Income Tax Act on the assets generated through capital expenditure, from the date of installation of such assets, up to the end of the Lease Period. The Lessee can claim for depreciation deductible upon the price of the aforesaid assets at the end of Lease Period and the same assets shall be retained with the Karkhana after expiry of the Lease

Period.

39. The Lessee shall enter into and execute a Lease Deed / Agreement with the above said co- operative Karkhana i.e. Aadiwasi Sahakari Sahakar Karkhana Navapur - Nandurbar Vibhag Limited, and the same shall comprise the Terms and Conditions as described in the present E-Tender and may include any other additional terms & conditions as agreed by the Karkhana and the Lessee.
40. The Lessee shall perform its part of the assignment under the Lease Deed with degree of high professional skill and sound practices and judgment which is normally exercised by recognized professional undertaking with respect to assignment of similar nature and the Lessee shall endeavor to use its professional skill to its ability and do such and other acts incidental there to which will further the business interest to the Karkhana.
41. If the Lessee takes the decision during the Lease period to processes raw sugar for manufacturing white sugar, the lessee shall not be entitled for any Government loan, government guarantee from the state of Maharashtra, except which is permitted by the prevailing laws.
42. The lessee shall be nominal member (C-Class) of the Karkhana.
43. The Lessee shall not sub-let or sub-lease the Karkhana further under any circumstances.
44. The Lessee shall make arrangements of contractors and subcontractors for the purpose of cutting and harvesting of sugarcane during the Lease Period. However, while making such arrangements, the Lessee shall try to give preference to such contractors, vehicles owners, who are doing such work with the Karkhana from the area of operation of the Karkhana as per policy, terms and conditions of the Lessee.
- 45. The eligibility criteria for the bidders are as follows:**

(A.) Co-operative Sugar Factory

For a Co-operative Sugar Factory, the net worth of the sugar factory should be positive. There should be no default of cane payment

(B.) Private or Public Ltd Company / Partnership Firm engaged in Sugar Industry

- 1) The bidder should have positive (+) net worth
 - 2) The annual turnover must be above Rs. 5,00,00,000/- (Rupees Five Crore Only), for last three year each.
 - 3) In the event that, the bid offer submitted by the Private or Public Ltd Company / Partnership Firm engaged in Sugar Industry is higher than any Bidder Co-Operative Sugar Factory, then the said Bidder Co-Operative Sugar shall be given an opportunity to match / submit an equivalent bid offer.
46. The Bidder should upload copies of the following information/document along with Annexure A and B and also bring hard copies at the time of Bid Opening -
- 1) Certificate of Incorporation/ Registration of Private or Public Ltd Company / Partnership Firm engaged in Sugar Industry
 - 2) Articles of Association / Memorandum of Association/Partnership Deed, as applicable.
 - 3) Annual Income Tax Returns for last 3 years i.e. F.Y 2017-18, 2018-19 and 2019-20.
 - 4) Earnest Money Deposit Receipt by Demand Draft or RTGS Details
 - 5) Audited Balance Sheets and Profit and Loss Account for last 3 years i.e. F.Y 2017-18, 2018-19 and 2019-20
 - 6) Annual turnover for the last 3 years F. Y.2017-18,2018-19 and 2019-20
47. In case of unavoidable circumstances like obstruction to take in

possession the assets of the Karkhana by the Staff member of the Karkhana, shareholders, farmers or any other entity / institute or persons, the Chairman / Acting Managing Director / Board of director / Liquidator / Administrator shall be responsible to resolve any such obstruction / problems and if the circumstances are beyond their capacity or control and the said facts are brought to the notice of the Commissioner for Sugar, Pune, and if the said obstruction are not resolved / cleared within three months, the amount deposited by the bidder shall be returned to him without any interest. It does not include any loss in the business to the Lessee in any manner. Karkhana would not be responsible for the same.

48. The Lessee shall shift sugar, molasses, bagasse or any of the allied by-products produced by the Lessee during the tenure of the Lease Deed, within two months from the expiry of the Lease Deed. After this date if Lessee fails to shift the product so produced during the period of the Lease Deed the lessee shall pay to the lessor an amount Rs.20/- (Rs. Twenty only) per quintal of sugar per month, Rs200/- (Rs. Two Hundred only) per MT of molasses per month and Rs.100/- (Rs. Hundred only) per MT of bagasse per month. The Lessee shall have to shift this product in any case, before the starting of next crushing season failing which the same will become the absolute property of the Karkhana free of cost.

49. The Lessee shall pay Stamp Duty, Registration Charges and other allied expenses for execution and registration of Lease Deed from Karkhana in its favour.

Date:

Signature of the Authorized Person

Place:

of the Bidding Firm

ANNEXURE 'B'

(TECHNICAL BID FORM)

Name of the Karkhana : Aadiwasi Sahakari Sakhar Karakhana

Navapur - Nandurbar Vibhag Ltd., Surupsing

Naik nagar , Dokare , Tal. Navapur, Dist.

Nandurbar - 425418

Crushing Capacity: - 1,250 TCD

The following details/ documents are to be uploaded by the bidder on his letterhead duly digitally signed by the bidder or his authorized representatives and submit the following documents.

Sr.	Description
1.	Name of Co-operative Sugar Society / Public or Private Company Partnership Firm :
2.	Address of Registered Office of the Bidder :
3.	Registration No. and Date of Registration :
4.	Articles of Association/ Memorandum of Association/ Partnership Deed etc. as applicable – To be enclosed
5.	Annual Income Tax Returns for last 3 years i.e. F.Y 2017-18, 2018-19 and 2019-20 - to be Enclosed
6.	Details of Earnest Money Deposit: Demand Draft No. and Bank's name OR RTGS details :
7.	Audited Balance Sheets and Profit and Loss Account for last 3 years i.e. F.Y 2017-18, 2018-19 and 2019-20 - to be enclosed
8.	Annual turnover for the last 3 years F. Y.2017-18, 2018-19 and 2019-20 - to be enclosed

DECLARATION

I / We have gone through the details of the E-tender documents and also visited the site of Karkhana and inspected the properties to be leased and 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 & conditions of the Tender documents.

Date: -

Place: -

**Signature of the Authorized
Person of the Bidding Firm**

ANNEXURE-A

PRICE BID FORM

1. Name of the Karkhana: Aadiwasi Sahakari Sakhar Karkhana

Navapur - Nandurbar Vibhag Ltd.,
Surupsing Naik nagar ; Dokare , Tal.
Navapur,Dist. Nandurbar - 425418

Crushing Capacity: -1250 TCD

3. Name & Address of the Bidder:

5. We are offering our best rates for fixed rental charges & charges for per MT crushing of sugarcane.

Sr. no.	Crushing Period	FIXED RENTAL CHARGES PER YEAR (RS.IN LAKH)	CHARGES PER METRIC TON OF SUGARCANE CRUSHED
1.	15 years (2021 to 2036)	Sugar mill- Rs.50 lakhs.	

(N.B.-The bidder should quote only rate for sugarcane charges per metric ton of sugarcane crushed)

Date: -

Place: -

**Signature of the Authorized
Person of the Bidding Firm**

ANNEXURE – C

IMMOVABLE PROPERTY/ ASSETS OF AADIWASI SAHAKARI SAKHAR KARAKHANA NAVAPUR-NANDURBAR VIBHAG LTD.

Land / Immoveable Property bearing Gat Numbers:
Pachamba village : 6/1, 6/2, 8/1, 8/2, 12, 29/3, 29/4 .
Dokare village : 26/1, 26/2, 27/1, 29/1, 29/2, 30/2a/b

FACTORY BUILDINGS:

Main Factory Building
Spray Pond
Molasses Tank (No.3)
Water Reservoir
Sugar Go-downs (4Nos)
Store/Sub Store
Machine Shop
Toilet Block
Gunny Bag Go-down
Lime and Sulphur Go-down
Canteen
Laboratory and Chief engineer, Chief Chemist Office.
Entrance Cubical
Weigh House
Electric Sub Station
Effluent Treatment Plant
Chimney

Administrative Buildings:

Administrative Building
Semi-Permanent Office
Shetaki Office, Main Office

Residential Buildings:

A Type Quarters
B Type Quarters
C Type Quarters
Mandir

**MOVABLE PROPERTY / ASSETS OF AADIWASI SAHAKARI
SAKHAR KARAKHANA NAVAPUR-NANDURBAR VIBHAG
LTD**

All existing Plant and Machinery, Equipment which are installed and/ or constructed and/ or located upon the aforesaid immovable property of **Aadiwasi Sahakari SaKHAR Karkhana Navapur - Nandurbar**

Vibhag Limited including but not limited to:

1. Cane Milling Plant
2. Clarification Plant
3. Evaporation & Boiling Plant
4. Cooling, Curing & Drying Plant
5. Molasses Handling Plant
6. Steam Generating Plant
7. Power Generating & Electrification Plant
8. Miscellaneous Plant and Machineries

9. Effluent Treatment Plant
10. Cooling Towers
11. Vehicles, Tractors, Agri Equipment
12. Furnitures, Fixtures & Fittings
13. Weigh Bridges

Water Supply Equipment:

Water Supply Equipments
Water supply from Dayata pump house intake well and storeroom
Well No.1
Well No.2 near Kharkhana Gate
Colony Water Supply ESR 3.00 Lakh Litre Capacity

- Marshalling Yard
- Press-mud Composting Plant
- Sheds
- Area for Roads
- Open spaces