

E-Tender

To Lease Out

Shirpur Shetkari Sahakari Sakhar Karkhana Ltd.

Located at Shivajinagar, At Post Dahiwad, Taluka Shirpur, and
District Dhule - 425405 Maharashtra.

**On "AS IS WHERE IS, AS IS WHAT IS AND
WHATEVER THERE IS" BASIS**

INDEX

Sr. No.	Particulars	Page No.
01	E-Tender Notice	3 to 5
02	E-Tender Terms & Conditions	6 to 29
03	Secured Creditors & Govt. dues	30 to 31
04	Dates of Tender Process & Additional Information	40

ANNEXURES

Sr. No.	Particulars	Page No.
01	ANNEXURE – A - Details of Documents	32 to 35
02	ANNEXURE – B - Price Bid Form	36
03	ANNEXURE – C - Details of Properties	37 to 39

Shirpur Shetkari Sahakari Sakhar Karkhana Ltd

Located at Shivajinagar, At Post Dahiwad, Taluka Shirpur, District
Dhule - 425405, Maharashtra

E TENDER NOTICE FOR LEASE OF SUGAR FACTORY

E- Tenders are invited in respect of the grant of the lease of the assets of **Shirpur Shetkari Sahakari Sakhar Karkhana Ltd is located at Shivajinagar, At Post Dahiwad, Tal.Shirpur, District Dhule - 425405, Maharashtra, India.** [Hereinafter, for the sake of brevity may kindly be referred to as the “**Karkhana**”] for a period of **20Years**. The interested parties may download the Tender Form available on the website <https://eprocurement.synise.com>.

Tender Forms will be made available on website <https://eprocurement.synise.com> from 17/11/2022 to 16/12/2022 upto 05.00 PM after paying Tender Form Fee (Non-Refundable) of **Rs.50,000/- (Rs. Fifty Thousand only)** Including GST. Earnest Money Deposit **Rs.50,00,000/- (Rs. Fifty Lakhs Only)** by separate demand drafts in the name of “**Joint Committee of Shirpur Shetkari Sahakari Sakhar Karkhana Ltd.**” payable at Shirpur maintained in Dhule & Nandurbar District Central Co-operative Bank Ltd. Dhule. The Demand Drafts shall be submitted in the office of the karkhana at post Dahiwad on or before 16/12/2022, on working days between 10.30 AM to 05.00 PM. Only after the submission of demand drafts OR RTGS/NEFT Clearance (Account Number 047350200000059 IFSC Code No.IBKL0483DND) in the Market Yard Branch Shirpur of DNDCC Bank the bidder will be allowed to participate in the tender.

Sr. No.	Name of the Karkhana and Capacity	Lease Period
1	Shirpur Shetkari Sahakari Sakhar Karkhana Ltd is located at Shivajinagar, At Post Dahiwad, Tal.Shirpur, District Dhule-425405, Maharashtra Crushing Capacity 2500 TCD.	20 years (2022-23 to 2042-43)

Date: 17/11/2022

Place: Shirpur, Dhule.

(Madhavrao A. Patil)

Chairman,

Shirpur Shetkari Sahakari Sakhar Karkhana Ltd.,
Shivajinagar, At Post Dahiwad, Tal.Shirpur, Dist. Dhule

Shirpur Shetkari Sahakari Sakhar Karkhana Ltd
Located at Shivajinagar, At Post Dahiwad, Taluka Shirpur, District
Dhule - 425405, Maharashtra

E- Tender Notice for Lease of Assets of Sugar factory

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 Shirpur Shetkari Sahakari Sakhar Karkhana Ltd., Shivajinagar, At Post Dahiwad, Taluka Shirpur, District Dhule, Maharashtra to crush the sugarcane and to take by-product with the help of the Plant and Machinery in the existing state, for the Period 20 years i.e. 2022-23 to 2042-43.

Tender Forms will be available on the website <https://eprocurement.synise.com> from 17/11/2022 to 16/12/2022 upto 05.00 PM after paying Tender Form fee Rs.50,000/- (Rs. Fifty Thousand only) and Earnest Money Deposit Rs.50,00,000/- (Rs. Fifty Lakh Only) by two separate demand drafts or RTGS/NEFT (Account Number 047350200000059 IFSC Code No.IBKL00484DND) in the name of "Joint Committee of Shirpur Shetkari Sahakari Sakhar Karkhana Ltd is located at Shivajinagar, At Post Dahiwad, Taluka Shirpur, District Dhule - 425405, Maharashtra" payable at Shirpur, Tal. Shirpur, Dist. Dhule, Maharashtra maintained in Dhule & Nandurbar District Central Co-operative Bank Ltd. Dhule.

The Demand Drafts shall be submitted in the office of the Karkhana at Post Dahiwad or before 16/12/2022, on working days during 10.30 AM to 05.00 PM. Only after the submission of demand drafts & RTGS & NEFT Clearance, the bidder will be allowed to upload the tender.

The Pre-bid meeting of bidders will be held at the office of the Nagarpalika- Mukesh Patel Town Hall, Near Recreation Garden, Shirpur Chopada Road, Shirpur on 01/12/2022 at 12.00 PM. The parties who has interested to submit the tender/ Bid should remain present in person or through there authorised representative at the time of opening of Tender or Bid with due authentication.

Digitally signed and duly filled tender forms to be uploaded on website <https://eprocurement.synise.com> or before 17/12/2022, upto 05.00 PM only.

Shirpur Shetkari Sahakari Sakhar Karkhana Ltd

Located at Shivajinagar, At Post Dahiwad, Taluka Shirpur, District
Dhule - 425405, Maharashtra

The Digitally signed and uploaded forms of technical bids will be opened on 18/12/2022, at 11:00 AM and financial bids on 18/12/2022 at 4:00 PM at the Office of the Nagarpalikas- Mukesh Patel Town Hall, Near Recreation Garden, Shirpur-Chopada Road, Shirpur.

The interested Co-operative sugar factory/ Private or Public Ltd Company/ Partnership Firms or Khandsari Udyog only having experience of running sugar factory, i.e. production of sugar and all other allied by-products, may visit the above said Karkhana and may obtain additional information from Shri. Madhavrao Patil Chairman 9130179902/9423888720 & Shri. Dilipbhai Patel, Vice Chairman (Contact No.9503999980/7972521140) of said Karkhana during working hours.

The Chairman & Vice Chairman of Karkhana and the Joint Committee (Shirpur Shetkari Sahakari Sakhar Karkhana Shirpur & District Central Co.-operative Bank Dhule) of Sugar Factory i.e. Joint Committee reserves all right to reject or accept any or all tenders without assigning reasons which may be noted.

Date: 17/11/2022

Place: Shirpur, Dhule.

Madhavrao A. Patil

Chairman,

Shirpur Shetkari Sahakari Sakhar Karkhana Ltd.,
Shivajinagar, At Post. Dahiwad, Taluka
Shirpur, District Dhule

Shirpur Shetkari Sahakari Sakhar Karkhana Ltd
Located at Shivajinagar, At Post Dahiwad, Taluka Shirpur, District
Dhule - 425405, Maharashtra

Terms & Conditions of E-tender for Lease of Sugar Factory

1. The interested bidders / parties i. e. Co-operative sugar factory/ Private or Public Ltd Company / Partnership Firm or Khandsari Udyog only having experience of running sugar factory, i.e. production of sugar and all other allied by products, shall submit their information giving details as per Financial Bid **Annexure 'B'** attached herewith. Experience in any other field will not be considered.
2. The details submitted by the interested parties as per **Annexure 'A' (Technical Bid Form)** 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. E-Tender Forms will be available on website <https://eprocurement.synise.com> from 17/11/2022 to 16/12/2022 upto 05.00 PM after paying Tender Form fee (Non-Refundable) Rs.50,000/- (Rs. Fifty Thousand Only) and Earnest Money Deposit Rs.50,00,000/- (Rs. Fifty Lakhs Only) by two separate DemandDrafts or RTGS/NEFT in (Account Number 047350200000059 IFSC Code No.IBKL00484DND)the name of **“Joint Committee Shirpur Shetkari Sahakari Sakhar Karkhana Ltd is located at Shivajinagar, Dahiwad, Tal.Shirpur, Dist.Dhule - 425405, Maharashtra”** payable at Shirpur, Tal. Shirpur, Dist. Dhule, Maharashtra maintained in Dhule &

Shirpur Shetkari Sahakari Sakhar Karkhana Ltd

Located at Shivajinagar, At Post Dahiwad, Taluka Shirpur, District
Dhule - 425405, Maharashtra

Nandurbar District Central Co-operative Bank Ltd. Dhule.

4. The Demand Drafts shall be submitted in the office of the karkhana at Dahiwad, Taluka, Shirpur, District Dhule on or before 16/12/2022 on working days during 10.30 AM to 05.00 PM. Only after the submission of Demand Drafts and Clearance of RTGS/NEFT, the bidder will be allowed to upload the tender.
5. Other Terms & Conditions are as below.
 - (i) The interested parties shall upload Tender documents as per **Annexure 'A' (Technical Bid Form)** and price bid as per **Annexure 'B'** on their letter head duly signed by the bidder or their Authorized Representatives on or before 17/12/2022 upto 5.00 PM.
 - (ii) Duly filled Technical bids will be opened on 18/12/2022 in the office of Nagarpalikas- Mukesh Patel Town Hall, Near Recreation Garden, Shirpur Chopada Road, Shirpur 11.00 AM.
 - (iii) All rights are reserved by Chairman & Vice Chairman of Sugar Factory & Joint committee of Karkhana to accept or reject any or all tenders without assigning any reasons.
 - (iv) The successful bidder whose tender is accepted, shall pay within 15 (Fifteen) days from receipt of the Confirmation Letter, the One Time Security Deposit of **Rs.3,00,00,000/- (Rs.Three Crore only)** to **Joint Committee of Shirpur Shetkari Sahakari Sakhar Karkhana Ltd is located at Shivajinagar, Dahiwad, Taluka Shirpur, District Dhule - 425405, Maharashtra** If the bidder fails to pay Security Deposit i.e. Rs.3,00,00,000/- (Rs. Three Crore only), its tender shall be cancelled and amount of Earnest Money Deposit shall be

Shirpur Shetkari Sahakari Sakhar Karkhana Ltd

Located at Shivajinagar, At Post Dahiwad, Taluka Shirpur, District
Dhule - 425405, Maharashtra

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 Chairman and Vice Chairman of the **Shirpur Shetkari Sahakari Sakhar Karkhana Ltd** and shall seek required information from the Karkhana.
- (vi) The lease agreement is a Tri Party Agreement made between the said Karkhana & District Central Co-operative Bank Dhule & the Lessee.

(Madhavrao A. Patil)

Chairman,

Shirpur Shetkari Sahakari Sakhar Karkhana Ltd.,
Shivajinagar, At Post. Dahiwad, Taluka Shirpur,
District Dhule

Date : 17/11/2022

Place : Shirpur, Dhule

Shirpur Shetkari Sahakari Sakhar Karkhana Ltd

Located at Shivajinagar, At Post Dahiwad, Taluka Shirpur, District
Dhule - 425405, Maharashtra

Terms & Conditions for Lease of Assets

1. Including the Crushing Season 2022-23, which starts around October 2023 and up to the end of the Lease Period (i.e. June 2043), the Lessee shall crush the sugarcane and manufacture the sugar and all other by-products with the help of the plant and machinery and supplementary equipment and other ancillary assets which are installed in Shirpur Shetkari Sahakari Sakhar Karkhana At Post Dahiwad Tal. Shirpur [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’** (the details of Immovable property) and other new assets, if any, of the Lessee, from the said Karkhana, for the Lease Period of 20 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 2022-23 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 all other required raw material from any other sources, but subject to laws prevailing at that time.
3. The sugar and allied by-products (molasses, press mud, bagasse etc.) manufactured by the Lessee during the Lease Period shall be of the ownership of the Lessee only and as such the Lessee

Shirpur Shetkari Sahakari Sakhar Karkhana Ltd

Located at Shivajinagar, At Post Dahiwad, Taluka Shirpur, District
Dhule - 425405, Maharashtra

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 per tones fix charges to Karkhana and other goods and services, Income Tax and/ or all other eligible taxes, of Central Govt. and State Govt. 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, and scraps materials 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 and scrap Materials 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 and scrap Materials 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 2022-2023 and up to the end of lease period i.e. (June 2043) 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

Shirpur Shetkari Sahakari Sakhar Karkhana Ltd

Located at Shivajinagar, At Post Dahiwad, Taluka Shirpur, District
Dhule - 425405, Maharashtra

- Deed shall be subject to the existings laws and 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 and Revenue sharing price as per the relevant act.
 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.

Shirpur Shetkari Sahakari Sakhar Karkhana Ltd

Located at Shivajinagar, At Post Dahiwad, Taluka Shirpur, District
Dhule - 425405, Maharashtra

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.

Shirpur Shetkari Sahakari Sakhar Karkhana Ltd

Located at Shivajinagar, At Post Dahiwad, Taluka Shirpur, District
Dhule - 425405, Maharashtra

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 all 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.

Shirpur Shetkari Sahakari Sakhar Karkhana Ltd

Located at Shivajinagar, At Post Dahiwad, Taluka Shirpur, District
Dhule - 425405, Maharashtra

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 and time to time decision taken by Government of Maharashtra
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., Bore well and pipeline, sump well pipeline, diesel pump and the buildings of the Karkhana etc. as per **Annexure 'C'** 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

Shirpur Shetkari Sahakari Sakhar Karkhana Ltd

Located at Shivajinagar, At Post Dahiwad, Taluka Shirpur, District
Dhule - 425405, Maharashtra

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

Shirpur Shetkari Sahakari Sakhar Karkhana Ltd

Located at Shivajinagar, At Post Dahiwad, Taluka Shirpur, District
Dhule - 425405, Maharashtra

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-products/ distillery products 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. (1) The Lessee shall pay to the Karkhana the amount of fixed charges / rent per yearend crushing charges per metric ton of Sugarcane crushed as quoted in the offer.

Annual Fix Rent / Fixed Charges

Sr. No.	Years	Amt. Rs.
01	First Two Years (per year).	75,00,000/-
02	Third Years.	1,50,00,000/-
03	Fourth & Fifth Years.	3,00,00,000/- (Per Year)
04	Sixth Years and remaining All years upto Lease Period (Per Years is).	4,00,00,000/- (Per Year)

- (a) 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

Shirpur Shetkari Sahakari Sakhar Karkhana Ltd

Located at Shivajinagar, At Post Dahiwad, Taluka Shirpur, District
Dhule - 425405, Maharashtra

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.

(b) The Crushing Charges should be paid by Lessee to the Karkhana as follows:

Sr. No.	Crushing Period	Date of Payment
1.	1 st October to 30 th 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:

- (i) Crushing charges for the first 3 years will remain fixed as per the final bid amount.
- (ii) 10% increase in the Crushing charges on Final Bid amount should be paid for the next 3 years i.e. Lease Year 04 to 06.
- (iii) 20% increase in the crushing charges on Final Bid amount should be paid for the next 4 years i.e. Lease Year 07 to 10.
- (iv) 30% increase in the crushing charges on Final Bid amount should be paid for the next 5 years i.e. Lease Year

Shirpur Shetkari Sahakari Sakhar Karkhana Ltd

Located at Shivajinagar, At Post Dahiwad, Taluka Shirpur, District
Dhule - 425405, Maharashtra

11 to 15.

- (v) 40% increase in the crushing charges on Final Bid amount should be paid for next 5 years i.e. Lease Year 16 to 20.
- (2) The Lessee shall give Rs.3,00,00,000/- (Rs. Three Crores Only) as One-time Security Deposit, which shall be refunded to the Lessee, without any Interest, after expiry/ termination of Lease Deed.
- (3) 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.
- (4) 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.
- (5) If the lessee / Bidder wants to go expand/increase the Sugar Factory crushing capacity (TCD) or to form the Distillery Units or to form the Ethanol Production Units or all other new byproducts units is chargeable as time to time and it needs the prior permission of the Board of Directors of Sugar Factory i.e.

Shirpur Shetkari Sahakari Sakhar Karkhana Ltd

Located at Shivajinagar, At Post Dahiwad, Taluka Shirpur, District
Dhule - 425405, Maharashtra

Shirpur Shetkari Sahakari Sakhar Karkhana Ltd., Dahiwad,
Shirpur & the agreement between the lessee & the lessor is
must and should be performed.

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

Shirpur Shetkari Sahakari Sakhar Karkhana Ltd

Located at Shivajinagar, At Post Dahiwad, Taluka Shirpur, District
Dhule - 425405, Maharashtra

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 20 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

Shirpur Shetkari Sahakari Sakhar Karkhana Ltd

Located at Shivajinagar, At Post Dahiwad, Taluka Shirpur, District
Dhule - 425405, Maharashtra

(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 District Central Co-op. Banks Dhule 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 with the prior Approval of Karkhana and DCC Banks above Rs.2,00,00,000/- (Rs. Two crore only) 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 Tri party Lease Deed /

Shirpur Shetkari Sahakari Sakhar Karkhana Ltd

Located at Shivajinagar, At Post Dahiwad, Taluka Shirpur, District
Dhule - 425405, Maharashtra

Agreement with the above said co- operative Karkhana i.e. Shirpur Shetkari Sahakari Sakhar Karkhana Ltd. At Post Dahiwad, Tal. Shirpur, Dist. Dhule and District Central Co-operative Bank Dhule the same shall comprise the Terms and Conditions as described in the present E-Tender and may include any other all additional terms & conditions as agreed by the Karkhana and District Central Co.-operative Bank Dhule 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 endeavour 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

Shirpur Shetkari Sahakari Sakhar Karkhana Ltd

Located at Shivajinagar, At Post Dahiwad, Taluka Shirpur, District
Dhule - 425405, Maharashtra

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 for last three years each. There should be no default of FRP payment.

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

- 1) The bidder should have positive (+) net worth for last three years each.
- 2) The annual turnover must be above Rs.10,00,00,000/- (Rs. Ten Crore Only) for last three year each.
- 3) The interested Bidder (lessee) is a new private or public ltd. company or partnership firms, then last 3 years balance sheet & last 3 years I.T. returns of its subsidiary companies or original companies will be accepted.
- 4) Solvency certificate of Bidder/Tenders from their bankers.
- 5) In the event that, the bid offer submitted by the Private or Public Ltd Company/ Partnership Firm/ Khandsari Udyog is higher than offer submitted by Co-Operative Sugar Factory, then the Co-Operative Sugar Factory shall be given an opportunity to match/ submit an equivalent bid offer to that of highest private/ public ltd company/ partnership firm/ Khandsari Udyog and preference will

Shirpur Shetkari Sahakari Sakhar Karkhana Ltd

Located at Shivajinagar, At Post Dahiwad, Taluka Shirpur, District
Dhule - 425405, Maharashtra

be given to Co-Operative Sugar Factory.

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 -

- i) Certificate of Incorporation/ Registration of Private or Public Ltd Company / Partnership Firm/Khandsari Udyog engaged in Sugar Industry
- ii) Articles of Association/ Memorandum of Association/ Partnership Deed, as applicable.
- iii) Annual Income Tax Returns for last 3 years i.e. F.Y 2019-20, 2020-21 and 2021-22.
- iv) Earnest Money Deposit Receipt of Rs.50,00,000/- (Rs. Fifty Lac Only) by Demand Draft or RTGS Details.
- v) Audited Balance Sheets and Profit and Loss Account for last 3 years i.e. F.Y 2019-20, 2020-21 and 2021-22
- vi) Annual turnover certified by Chartered Accountant for the last 3 years F. Y. 2019-20, 2020-21 and 2021-22
- vii) Documents pertaining to experience of running sugar factory e.g. crushing license, RT 8-C etc. for the last 03yrs. i.e.19-20, 20-21 & 21-22
- viii) All K.Y.C. Compliance papers
- ix) 100% FRP paid certificate by Chartered Accountants of last 3 years
- x) Tenderers/Bidders have consecutively having net profits of

Shirpur Shetkari Sahakari Sakhar Karkhana Ltd

Located at Shivajinagar, At Post Dahiwad, Taluka Shirpur, District
Dhule - 425405, Maharashtra

last 3 years

xi) Bidders/Tenderers & its Directors should not be black listed
from any competent authority.

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 Central Registrar, Ministry of Cooperation, Central Govt., Krishi Bhavan, New Delhi 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/ distillery 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, Rs.200/- (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

Shirpur Shetkari Sahakari Sakhar Karkhana Ltd

Located at Shivajinagar, At Post Dahiwad, Taluka Shirpur, District
Dhule - 425405, Maharashtra

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.
50. The Successful bidder has to bear the required charges/ expenses for taking the assets of sugar factory only such as stamp duty & registrar charges, other charges, incidental to making the factory run if any.
51. The submission of tender shall mean and implied that the tenderer has read & unconditionally agreed to and accepted all the terms and conditions of the tender. After submission of the tender by the bidder, thereafter if the bidder requested to amend/cancel any of the terms & conditions of the tender then their submitted Bid will be rejected and the EMD amount will be forfeited.
52. 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.
53. The offer must be submitted in original. The Tender Form is Non-transferable.
54. Any dispute arising out of this tender/deal shall be subject to jurisdiction of city of Dhule Courts only.
55. Joint Committee of Sugar Factory are reserves the right to adjourn and / or postponed the date / place/time of opening of tenders

Shirpur Shetkari Sahakari Sakhar Karkhana Ltd

Located at Shivajinagar, At Post Dahiwad, Taluka Shirpur, District
Dhule - 425405, Maharashtra

/Bids/finalization of Tender's/bids without citing any reason.

56. The tenderer shall submit "Two sealed envelope" separately superscribed as Technical bid & Financial Bid should be intact together in a big envelope superscribed as "Lease Tender for Shirpur Shetkari Sahakari Sakhar Karkhana Ltd is located at Shivajinagar, Dahiwad, Taluka Shirpur, District Dhule.
57. Tenders/bids received after the expiry of due date of submission of tender, will not be considered.
58. The amount mentioned in the bid shall be considered as final quote and subject to the negotiation. During the tender opening, if more than five tenders are received, then first three Technical eligible and highest bidders will be given the opportunity for negotiation for resubmission of maximum amount of quote/offer. And if less than five tenders are received, then all received eligible bidder shall not be entitled to reduce its original submitted quote/offers. On the date of opening of the tender, the tenders will be opened in the presence of all bidders/their representatives.
- The said Karkhana will not entertain any further demand for change in quotes/offers/terms & conditions of tender document. Else their submitted Bid will be rejected and the EMD amount will be forfeited.
- 59) The bid tender shall contain full address / telephone no. /e-mail id of authorized person of the bidders/tenderer for communication.
- 60) The documents attached to the bid/tender forms shall not be detached from one another and no alternation or mutilations

Shirpur Shetkari Sahakari Sakhar Karkhana Ltd

Located at Shivajinagar, At Post Dahiwad, Taluka Shirpur, District
Dhule - 425405, Maharashtra

(other than filling in the blank space) shall be made in any of documents attached thereto.

- 61) The interested bidder shall carry out due diligence at their own costs before the bid is 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.
- 62) The successful bidder (Lessee) has to enter into tri-party agreement (The said Karkhana, District Central Co-op. Bank & the Lessee) with all the terms & conditions as per Lease policy and if any additional terms & conditions mutually agreed between them.
- 63) The possession of the property will be handed over to successful bidder only on fulfillment of all conditions mentioned in the bid document and after completion of legal formalities.
- 64) The lessee with who the lease agreement is executed by The Karkhana is responsible for keeping the machinery and other equipment in good working condition during the period of lease.
- 65) 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 Karkhana 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

Shirpur Shetkari Sahakari Sakhar Karkhana Ltd

Located at Shivajinagar, At Post Dahiwad, Taluka Shirpur, District
Dhule - 425405, Maharashtra

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.

- 66) 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 Karkhana (lessor) and the replaced part shall be stored collectively in the premises of SSK by intimating to the Karkhana.

The stores and spares which are already owned and in possession by the said Shirpur Shetkari Sahakari Sakhar Karkhana Ltd., Shivajinagar, Dahiwad, Tal. Shirpur, Dist. Dhule shall be made available to the Lessee for day to day running of the factory.

- 67) 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 of the Karkhana.

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/recovery from lessee.

- 68) 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 The District Central Co-op. Bank as per their consent, the Karkhana& the Bank will allowed to create second charge on the existing assets to Lessee.

Shirpur Shetkari Sahakari Sakhar Karkhana Ltd

Located at Shivajinagar, At Post Dahiwad, Taluka Shirpur, District
Dhule - 425405, Maharashtra

69) The said Karkhana the Front side land is acquitted by the National Highway No.3 the acquisition matter any amount of compensation which is pending at Government is the totally owned by the Karkhana and the Legal matters regarding to this is continued by the Karkhana due to legal owner of the Karkhana.

Date:

Signature of the Authorized Person

Place:

of the Bidding Firm

Shirpur Shetkari Sahakari Sakhar Karkhana Ltd
 Located at Shivajinagar, At Post Dahiwad, Taluka Shirpur, District
 Dhule - 425405, Maharashtra

**OUTSTANDING DUES OF THE SECURED CREDITORS & OTHER
 GOVT.DUES**

The known dues as per the knowledge of Karkhana (Unaudited Figures) are as follows

Sr. No.	Name of Secured Lender Or Other Parties Or Government Dues	Amount Rs. in Lacs
1.	Dhule & Nandurbar District Central Cooperative Bank Ltd., Dhule	Principle Amt. 2665.66 Interest Up to 30/09/2022 10468.19
2.	Govt. Dues Assistant Commissioner of Sales Tax (Vat) & Related all taxes	2235.51
3.	Central Excise Office Dondaicha	23 Lacs
4.	Provident Fund Commissioner & Employees other dues (Amount is disputed & stayed by the competent Court authority)	3227.75
5.	Bank of Baroda Outstanding Loan Amt.	2.87 Crore + Interest
6.	Shri. Bhila Motiram Patpedhi Shirpur Outstanding Loan Amt.	41 lakh + Interest

Shirpur Shetkari Sahakari Sakhar Karkhana Ltd

Located at Shivajinagar, At Post Dahiwad, Taluka Shirpur, District
Dhule - 425405, Maharashtra

Notes:

- I) All the time of Prebid meetings or before Lease Agreement the Karkhana and DCC Bank and the Lessee decided about the one time Payments or Settlements of Banks and all other dues.
- II) The Bidder should conduct latest due diligence at their own Cost.

Shirpur Shetkari Sahakari Sakhar Karkhana Ltd
Located at Shivajinagar, At Post Dahiwad, Taluka Shirpur, District
Dhule - 425405, Maharashtra

ANNEXURE 'A'

(TECHNICAL BID FORM)

**Name of the Karkhana: Shirpur Shetkari Sahakari Sakhar
Karkhana Ltd is located at Shivajinagar,
Dahiwad, Taluka Shirpur, Dhule – 425405
Maharashtra**

Crushing Capacity: 2,500 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. No.	Description
1.	Name of Co-operative Sugar Society / Public or Private Company Partnership Firm/Khandsari Udyog :
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. 2019-20, 2020-21 and 2021-22 – To be enclosed

Shirpur Shetkari Sahakari Sakhar Karkhana Ltd

Located at Shivajinagar, At Post Dahiwad, Taluka Shirpur, District
Dhule - 425405, Maharashtra

Sr. No.	Description
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 & Manufacturing Account for last 3 years i.e. F.Y 2019-20, 2020-21 and 2021-22 (to be enclosed)
8.	Annual turnover for the last 3 years Certified by C.A. F.Y 2019-20, 2020-21 and 2021-22 (to be enclosed)
9.	Documents pertaining to experience of running sugar factory e.g. crushing license, RT 8-C etc.
10	Net worth Certificate duly certified by C.A. for Last 3 Year i.e.2019-20, 2020-21 & 2021-22.
11	Name of Directors of Co-op. Sugar Factory/Public or Private Company/Partnership Firms/Khandsari Udyog and their CIBIL Ratings.
12	Solvency Certificates of Bidder/Tenderer's from their Banker.

Shirpur Shetkari Sahakari Sakhar Karkhana Ltd

Located at Shivajinagar, At Post Dahiwad, Taluka Shirpur, District
Dhule - 425405, Maharashtra

Sr. No.	Description
13	If interested bidder (Lessee) is new company/ Institute/Proprietor/Partnership Firms/ Khandsari Udyog, then Last three years. Balance-Sheet and Last three years. I.T. Returns of it's subsidiary's Company's/ Original company's will be accepted.
14	The bidder should not have overdue outstandings Loans (NPA) of any financial Institutions/Banks.
15	No FRP Pending Certificate duly certified by C.A. of Last 3 Years i.e.2019-20, 2020-21 & 2021-22.
16	Any by product productions please specify.

Shirpur Shetkari Sahakari Sakhar Karkhana Ltd
Located at Shivajinagar, At Post Dahiwad, Taluka Shirpur, District
Dhule - 425405, Maharashtra

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 & Seal of the Authorized
Person of the Bidding Firm**

Shirpur Shetkari Sahakari Sakhar Karkhana Ltd
 Located at Shivajinagar, At Post Dahiwad, Taluka Shirpur, District
 Dhule - 425405, Maharashtra

ANNEXURE-B

PRICE BID FORM

1. **Name of the Karkhana :** Shirpur Shetkari Sahakari Sakhar Karkhana Ltd is located at Shivajinagar, Dahiwad, Taluka Shirpur, District Dhule - 425405, Maharashtra
2. **Crushing Capacity:** 2,500 TCD
3. **Name &Address of the Bidder:**

4. Quoted Period of Lease-
5. Quoted Amount of Rental Charges & Charges per M.T. of Sugar Crushing.
6. We are offering our best rates for fixed rental charges &charges for per MT crushing of sugarcane.

Sr. No.	Crushing Period 20 Years	FIXED RENTAL CHARGES PER YEARS As detailed mentioned in Tender should not be less than (Rs. 75 Lakhs for First Year)	CHARGES or Minimum Tagging PER METRIC TON OF SUGARCANE Actually CRUSHED Years (SHOULD NOT BE LESS THAN RS.117/-for First years) (As detailed mentioned in tender)	Charges/T agging Per M.T.	Offer of Fixed Rent & Tagging Rent Per Year (Rs. in Lakh) exclusive of GST	
					Fixed Rent or Charges	Tagging or Charges Rent Per M.T.
1.	2022-23 to 2023-24	Rs. 75,00,000/- (Per Year)	Years- 1 st 3 Years	117 Per M.T.		
2	2024-25	Rs.1,50,00,000/- (Per Year)	Years – 4 to 6 (10% Increase)	128 Per M.T.		
3	2025-26 to 2026-27	Rs.3,00,00,000/- (Per Year)	Years – 7 to 10 (20% Increase)	140 Per M.T.		
4	2027-2028 to 2042-43	Rs.4,00,00,000/- (Per Year)	Years- 11 to 15 (30% Increase)	152 Per M.T.		
5			Years – 16 to 20 (40% Increase)	163 Per M.T.		

(N.B.-The bidder should quote Fixed or Annual Rent &rate for sugarcane charges per metric ton of sugarcane crushed)

Date: -

Place: -

Signature of the Authorized Person of the Bidding Firm

Shirpur Shetkari Sahakari Sakhar Karkhana Ltd
Located at Shivajinagar, At Post Dahiwad, Taluka Shirpur, District
Dhule - 425405, Maharashtra

ANNEXURE - C

(1) **DETAILS OF IMMOVABLE PROPERTY/ ASSETS OF** Shirpur Shetkari Sahakari Sakhar Karkhana Ltd is located at Shivajinagar, Dahiwad, Taluka Shirpur, District Dhule -425405, Maharashtra

A) Land: Approx. 91 Hectors (227 Acers) at **Shirpur Shetkari Sahakari Sakhar Karkhana Ltd** belongs to factory. However land required for running of sugar factory can be mutually decided by Liquidator and successful bidder before agreement. In agriculture Land there is some Encroachment of Farmer's for Agriculture purpose should be vacated combinely tries by the lessee and the Karkhana.

B) Machinery, buildings and other property:

1	Main Sugar Factory
2	Workshop
3	All sugar godown
4	Main store, Sub store & Open space
5	Gunny bags godown
6	Lime & Sulphur godown
7	Chief Engineer's office, Chief Chemist's office, Laboratory
8	Main Gate
9	Toilet block
10	Canteen
11	Cane yard office and weighbridge offices with area
12	Electric Substation
13	Spray pond, Pump House,

Shirpur Shetkari Sahakari Sakhar Karkhana Ltd

Located at Shivajinagar, At Post Dahiwad, Taluka Shirpur, District
Dhule - 425405, Maharashtra

14	Sugar Plant ETP
15	Molasses Tank (Capacity 20 MT) (15 Tanks)
16	Main reservoir with pump house
17	Service reserve with pump house
18	Distillery ETP/ Compost yard/ Press Mud composting yard
19	A type Quarter
20	B type Quarter
21	C type Quarter
22	D type Quarter
23	Office- security, cane account, agriculture, time office, purchase, civil
24	Main approach road, internal road,
25	Complete water supply scheme to the factory with tubewell, jackwell etc.
26	Chimney
27	In Column No.19 to 22 about Staff & other quarters the first quarter of Chairman's Official Cabin & the Consumer Stores should be reserved for the existing Board of Directors of Sugar Factory.
28	The Staff quarters are now residing by the Karkhana Staff or otherwise sub tenant keep by the Karkhana Employee should trying to be vacated by the Karkhana and the lessee combinely as per legal norms.

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Shirpur Shetkari Sahakari Sakhar Karkhana Ltd

Located at Shivajinagar, At Post Dahiwad, Taluka Shirpur, District
Dhule - 425405, Maharashtra

DETAILS OF MOVABLE PROPERTY/ ASSETS OF

All existing Plant and Machinery, Equipment which are installed and/ or constructed and/ or located upon the aforesaid immovable property of Shirpur Shetkari Sahakari Sakhar Karkhana Ltd., Shivajinagar, Dahiwad, Tal.Shirpur, Dist. Dhule including but not limited to:

1. Cane Milling Machineries (Tandem 32 x 60)
 2. Evaporation, clarification, Boiling machineries
 3. Cooling, Curing & Sugar Drying Weighing, packaging and transportation to godown machineries
 4. Molasses Handling machineries
 5. Steam Generation Plant
 6. Power Generation & distribution Plant
 7. Effluent Treatment Plant
 8. Cooling/ condensation, spray pond plant
 9. Furnitures, Fixtures, Fittings, computers etc.
 10. Weigh Bridges
-

Shirpur Shetkari Sahakari Sakhar Karkhana Ltd
Located at Shivajinagar, At Post Dahiwad, Taluka Shirpur, District
Dhule - 425405, Maharashtra

Dates of Tender (Additional Information)

1	Tender Publish Date	17/11/2022
2	Mode of Payment	RTGS/NEFT, Demand Draft
3	Tender Form Sale Period	17/11/2022 To 16/12/2022
4	Tender Submission Period	17/11/2022 To 17/12/2022
5	Karkhana Site Visits	17/11/2022 To 15/12/2022.
6	Pre Bid Meeting Date	01/12/2022
7	Pre-Bid Meeting Place	Nagarpalikas- Mukesh Patel Town Hall, Near Recreation Garden, Shirpur Chopada Road, Shirpur
8	Technical Bid Opening Date	18/12/2022 at 11:00 AM
9	Technical Bid Opening Place	Nagarpalikas- Mukesh Patel Town Hall, Near Recreation Garden, Shirpur Chopada Road, Shirpur
10	Financial Bid Open Date	18/12/2022 at 4:00 PM
11	Financial Bid Opening Place	Nagarpalikas- Mukesh Patel Town Hall, Near Recreation Garden, Shirpur Chopada Road, Shirpur
12	Final Decision Date	19/12/2022
13	Award's Date	20/12/2022