

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

Head Office: Sir Vitthaldas Thackersey Smruti Bhavan,
9, Maharashtra Chamber of Commerce Lane, Fort,
Mumbai- 400 001.

Reference No. MSCB/DIRR/SEC-136 /12/2026-27

Dated: 11.04.2026

**TENDER FORM
FOR
LEASE OF
Swami Samarth Sahakari Sakhar Karkhana Ltd, Dahitane, Taluka
Akkalkot, Dist-Solapur, Maharashtra-413216.
Crushing Capacity: 2500 TCD**

Regional-office: Pune.

915/2, Shivaji Nagar, Dr.Sule Road, P.O.Box No. 882,

Pune- 411004

Email-id- pune.ro@msc.bank.in

Tel No. 020-25676305/4497, 25659646,

(FOR OFFICE USE ONLY)

1) Issuing Authority

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

2) Date of Issue -

3) Name of the Tenderer-

N.B. The entire Lease Tender document should be submitted duly filled in and signed on each page

**TENDER FOR LEASE OF PROPERTY OF
Swami Samarth Sahakari Sakhar Karkhana Ltd, Dahitane, Taluka
Akkalkot, Dist-Solapur, Maharashtra- 413216.**

CONTACT PERSONS

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

Head Office- Sir Vitthaldas Thackersey Smruti Bhavan,
9, Maharashtra Chamber of Commerce Lane,
Fort, Mumbai-400001.

Tel. Nos. 91-022-22800747 / (022) 22876015 to 20
Email id: cmds@msc.bank.in; dirr@msc.bank.in

**Authorised Officer,
The Maharashtra State Co-op.Bank Ltd., Mumbai
Regional-office: Pune.**

915/2, Shivaji Nagar, Dr.Sule Road, P.O.Box No. 882,
Pune- 411004 Telephone No. Tel No. 020-25676305/4497, 25659646,

Email id: pune.ro@msc.bank.in

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

**Head Office-Sir Vitthaldas Thackersey Smruti Bhavan,
9, Maharashtra Chamber of Commerce Lane,
Fort, Mumbai-400 001.**

Email-id: cmds@msc.bank.in

Tel :- (022) 22876015 to 20 drr@msc.bank.in 022- 69801151, 1157,1172,
1178

Authorised Officer,

The Maharashtra State Co-operative Bank Ltd.,

Regional Office:- 915/2, Dr. Sule Road, Shivaji Nagar, pune, P.O. Box No.
882, Pune- 411004

Email-id- pune.ro@msc.bank.in

Tel No. 020-25654945, 25654497,25659503

TENDER FOR LEASE

OF

**Swami Samarth SahakariSakharKarkhana Ltd, Dahitane,
TalukaAkkalkot, DistSolapur, Maharashtra- 413216.**

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

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I. TENDER NOTICE FOR LEASE OF SUGAR FACTORY

Sealed Tender is invited for running the sugar factory of property of **Swami Samarth Sahakari Sakhar Karkhana Ltd, Dahitane, Taluka Akkalkot, Dist Solapur, 413216** for 5 years from 2026-27 to 2030-31 subject to conditions of Lease agreement made between THE MAHARASHTRA STATE CO-OPERATIVE BANK LTD., Sir Vitthaldas Thackersey Smruti Bhavan, 9, Maharashtra Chamber of Commerce Lane, Fort, Mumbai-400001 (the Lessor) **AND** the lessee.

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

This document is available from 11.04.2026 to 07.05.2026 during office hours 10am to 5pm.on non-refundable payment of Rs.29,500/- (Rs.25,000/- plus GST of Rs.4500/) (Rupees Twenty Nine Thousand Five Hundred only) by cash, from the Head Office of the Lessor Bank at Sir Vitthaldas Thackersey Smruti Bhavan, 9, Maharashtra Chamber of Commerce Lane, Fort, Mumbai-400001 or at Regional Office PUNE- 915/2, Shivaji Nagar, Dr. Sule Road, P.O. Box No. 882, Pune- 411004 or can be downloaded from <https://msc.bank.in>. In case of downloaded tender document, the document fees shall be paid though **RTGS (RTGS/NEFT: IFSC: MSCI 0082002, A/c. No.0002116900000010 A/c Name DIRR Head Office to “The Maharashtra State Co-operative Bank Ltd.,”** before submission of the Lease tender document.

The interested tenderer/bidder can visit for the purpose of inspection / verification at *karkhana* site from 15.04.2026 to 16.04.2026 during office hours 10.00 am to 5.00 pm. at their own costs. Tenderer can get additional information from The Authorised Officer of The Maharashtra State Co-op. Bank Ltd., Regional Office Pune / The Manager, Department for Institutional Recovery & Revival at The Maharashtra State Coop. Bank Ltd. HO, Sir Vitthaldas Thackersey Smruti Bhavan, 9-Maharashtra Chamber of Commerce Lane, Fort, Mumbai- 400 001.

1.1) Programme Schedule:-

Sr. No.	Particulars	Dates
1.	Tender Form	11.04.2026 to 07.05.2026(by 5.00p.m.)
2.	Inspection of Property	15.04.2026 to 16.04.2026 (From 10.00 a.m. to 5.00 p.m.)
3.	Pre-bid Meeting	30.04.2026 (at 11 a.m.)
4.	Last Date of Submission of bid	07.05.2026 (by 5.00 p.m.)
5.	Technical Bid opening Date and Time	08.05.2026 at 12.30 p.m.
6.	Opening of Financial Bid of eligible bidder	15.05.2026 at 12.30 p.m.

***Note: Only those bidders who have paid the tender form fee are allowed to attend the pre-bid meeting.**

1.2 The eligibility criteria for the bidder (Bidder should submit evidence of relevant documents along with the tender):-

- i) Bidder should be either individual/company/Co-op society/partnership firm/proprietary firm.
- ii) Bidder should have valid GST Registration Number.
- iii) Bidder should submit balance sheets for last 3 consecutive years showing their profits.
- iv) Bidder should not be declared as an insolvent under Indian Contract Act, 1872 or any other law in force in India.
- v) Last three consecutive years Financial Statements and Income Tax returns of Firm/Institute/Society/Company.
- vi) Firm/Society/Company/Directors C.A. certified document stating that the net worth of Firm/Society/Company/Director is positive.
- vii) The Bidder/Tenderer shall submit a Solvency Certificate issued by a Bidder/Tenderer Bank, certifying financial solvency for an amount not less than the Reserve Price or the Financial Bid offer whichever is higher.
- viii) Bidder/tenderer and/or its Directors should not have the overdue of any financial institution and should not be blacklisted from any competent authority. Bidder/tenderer should submit statutory auditors certified copy and self-declaration to that effect.
- ix) If the bidder/tenderer is a new company and the shares of its parent company should be minimum 51% in that new company, then the eligibility of such bidder/tenderer (i.e. new company) shall be considered as per the tender's criteria on the basis of documents submitted by the parent company.
- x) If the bidder/tenderer is a new company then the solvency certificate and financial statements of the parent company shall be considered.
- xi) Considering the creation of surrounding employment opportunities, Sugar Production and agro industrial development, Preference shall be given to Cooperative Institution over Private Institution/Company. In case the offer amount quoted by the Co-operative Institution is less than the offer amount quoted by other Private Institution/ Public Company/ Proprietary firm/Partnership firm/Individual, then the opportunity shall be given to Cooperative Institution to raise its offer amount at least to the extent of offer quoted by the other bidder, provided such Co-operative Institution is eligible as per the tender document.

1.3 Submission and opening of tender:-

The documents regarding eligibility criteria should be submitted by the bidder/tenderer as per the Annexure –I. Duly filled and sealed tender/bid should be dropped in the box kept at The Maharashtra State Co-op Bank Ltd., Mumbai, Head office, 2nd floor, Sir Vitthaldas Thackersey Smruti Bhavan, 9, Maharashtra Chamber of Commerce Lane, Fort, Mumbai- 400 001 during the office hours as mentioned in the schedule.

The interested tenderer/bidder may visit the above said Sakhar karkhana(leasing unit) with permission of Authorised Officer at their own cost and may obtain additional information from

the Authorised Officer, The Maharashtra State Coop.Bank Ltd., Regional Office, Pune and the Manager, Department of Institutional Recovery and Revival at The Maharashtra State Co-op Bank Ltd., Mumbai, Head office, 3rd floor, Sir Vitthaldas Thackersey Smruti Bhawan, 9, Maharashtra Chamber of Commerce Lane, Fort, Mumbai- 400 001.

The sealed Technical Bid/tender form received in time shall be opened on 08.05.2026 and Financial Bid on 15.05.2026 at 12.30 p.m. at 2nd floor, The Maharashtra State Cooperative Bank Ltd., Sir Vitthaldas Thackersey Smruti Bhavan, 9, Maharashtra Chamber of Commerce Lane, Fort, Mumbai -400 001. The parties who have submitted the tender/ bid should remain present in person or through their authorised representative at the time of opening of tender/bid with due authentication.

The interested tenderer/bidder shall be required to remit **Rs.88.33 lakhs (Rs. Eighty Eight Lakhs Thirty Three Thousand only/-)** as an EMD through RTGS/ NEFT. All eligible bids/tenders shall be placed before Bank's Hon'ble Executive Committee Meeting for finalisation. Authorised officer of The Maharashtra State Cooperative Bank Ltd. reserves the right to accept /reject any or all tenders/bids without assigning any reasons. The successful tenderer/bidder will be informed accordingly. The successful tenderer/bidder have to pay Lease Rent and tagging amount per MT of cane crushed as stipulated in the schedule of lease rent. The bi-party agreement shall be signed and registered within specified time which will be mutually decided by the Bank and the successful bidder. If the tenderer/bidder fails to adhere to the any act as specified in the Tender /bid document, the EMD deposited will be forfeited and tender/bid will be cancelled.

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

II STATUTORY LEASE NOTICE UNDER THE SARFAESI ACT, 2002

The Borrower/Guarantors are hereby noticed to pay the total outstanding dues of the MSC Bank before the opening of bid/tender. Failing which, the secured assets will be leased out for the recovery of dues and if the entire outstanding dues are not recovered from the lease amount, the balance amount, if any, will be recovered with interest and cost from you. This notice was already given wide our advertisement of previous respective lease. Hence, complied with the statutory provision.

Date: 11.04.2026

Place: Mumbai

SD/-

(Dilip N.Dighe)

Managing Director & Authorised Officer

The Maharashtra State Co-Operative Bank Ltd.,

Mumbai

The Corrigendum notice is published in following newspapers:

1. Financial Express (All over Maharashtra) dated 11.04.2026
2. Loksatta (All over Maharashtra) dated 11.04.2026

II. PROPERTY /ASSETS DESCRIPTION

Details of Land, structure and assets / machinery as per valuation report

1) Land details as per 7/12 extract:

Village	Gat no.	Area in Hector Are
Dahitane	105	0.81
	158	8.42
	159	10.09
	167	4.20
	168	4.19
	169/1	3.02
	169/2	2.52
	169/3	2.52
	169/4	2.75
	170	5.19
	171/1	2.59
	171/2	2.60
	172/1	5.37
	172/2/A	6.01
	172/2/B/1	2.60
	172/2/B/2	3.42
	172/2/C/1	2.00
	172/2/C/2	4.03
	253/1/A/2	2.20
	253/1/B/2	2.20
Total	76.73	

2) Brief specification Factory Building and other structures:

Sr. no.	Description
1.	Main Factory Building
2.	Godown No.1
3.	Godown No.2
4.	Godown No.3
5.	Godown No.4
6.	Godown No.5
7.	Agri. Office
8.	Admin Office
9.	Staff Quarters (RCC)
10.	Staff Quarters (loan bearing GI Structure)
11.	Plot development & Misc. Structures

3) Details of movable Assets and machinery:

Sr. no.	Description	Quantity
A)	Cane Milling Plant	1 Set
1.	Cane Weighbridge	3 Nos.
2.	Cane Unloader: Hoist/ CT and Complete Crane Fixed Bridge	2 Nos.
3.	Mill Crane Hoist / CT and Complete Crane. EOT	1 No
B)	Cane Preparation Plant	1 Set.
1.	Cane Kicker	1 No.
2.	Cane Leveler	1 No.
3.	Fixed Hammer Type Fiberizer	1 No.
4.	Feeder Table	2 Nos.
5.	Cane Carrier	1 No.
6.	Rake Type Cane Carrier	1 No.
7.	Rake Type Inter Carrier	3 Nos.
8.	Belt Type Bagasse Conveyor	1 No.
9.	Bagasse Elevator	1 No.
10.	Bagasse Carrier	1 No.
11.	Return Bagasse Carrier	1 No.
C)	Milling Plant	1 Set.
1.	Mill No. 1 to 4.	4 Nos
2.	Drive for Mill- High speed Red Gear Box, Slow Speed Gear Box, Master Gearing	1 Set
D)	Clarification Plant	1 Set
1.	Measurement / Weighment -Raw Juice Automatic Juice scale weighing	1 No.
2.	Imbibition	1 Set
3.	Juice Heaters	5 Nos.
4.	Vapor Bleeding System	1 Set
5.	Juice Sulphuration Tank	1 No.
6.	Eliminators	
7.	Sulphur Furnace	3 Nos.
8.	Air Compressor	4 Nos.
9.	Milk of Lime Plant	1 No.
10.	Evaporation & Boiling Plant: Double effect pre- evaporator I Body SK, Double effect IInd Body VC, I Body, II Body, III Body, Pressure & Vacuum gauges are provided to Calendria and body of each vessel, Arrangement for Drawing Condensate.	4 Nos.
11.	Syrup Treatment Plant	1 No.
12.	Syrup storage	4 Nos

13.	Molasses Storage	3 Nos.
14.	Vacuum Pans	5 Nos
15.	Condensate Plant: Evaporator, Pan No.1to 5, Evaporator Pumps, Pan No.1 to 5 Pumps, Water Cooling system Spray Pumps. Spray Pond o. 1 to 5, Evaporator Pumps, Pan No. 1 to 5 Pumps, Water Cooling system Spray Pumps, Spray Pond	1 Set
16.	Cooling Curing and Drying Plant – Crystallizers	8 Nos.
17.	Reheating Arrangement In pug mill for c M/c: Magma Mixer & Pumps Type - Rotary, For B seed, For CAW, For CFW, For Dry seed	4 Nos.
18.	Molasses Pump Capacity Used for AH, AL, BH, CL, Fn,	5 Nos.
19.	Melter Cylindrical melting tank with heating collect bottom stirrer	1 No.
20.	Centrifugal Machines (a) For A Machine (b) For B Machine (c) For C Machine (d) Air Compressor	7 Nos. 2 Nos. 2 Nos.
21.	Sugar Section: (a) Sugar Dryer (b) Sugar Grader (c) Sugar Elevator	1 No. 2 Nos. 2 Nos
E)	Boiler & Power Plant	1 Set
1.	Boilers - Make - LIPI, ID Fan, FD Fan, SA Fan, Feed Water Pump, Transfer Pump	2 Nos.
2.	Accumulator- Steam Type	1 No.
3.	Chimney - RCC Chimney, Diameter - 3 Mtr, Height - 52 Mtr	1 No.
4.	Generator/Prime Mover Make - Greave's	1 No.
5.	Turbine Make – Triveni	1No.
6.	Alternator AC Type alternator, Make - Kirloskar Electric Co. Ltd,	1 No.
7.	Overhead crane Capacity-20T SWL	1 No.
8.	Workshop Equipment's (A) Lathe Machine: bed size 20 feet, Qty: 1 No. (At end of 4 th Mill) (B) Lathe Machine: bed size 12 feet, Qty: I No. (C) Lathe Machine: bed size 4 feet, Qty: 1 No. (D) Shaping Machine: Qty: I No. (E) Power Hacksaw Machine: Qty: 1 No. (F)Radial Drilling Machine: Qty: 1 No.	1 Lot
H)	Miscellaneous Items	1 Set

1.	Steam Pressure Reducing Valve Station:	1 Set
2.	Piping, Fitting, Valves The piping along with valves & fittings such as	
	(A) Steam piping of various sizes for each steam powered mill drive (B) Condensate return line of various sizes, Air piping, D.M. water piping, Raw water piping (C) Process piping of various sizes (D) Cooling water piping of various sizes All supporting steel structure of machinery & equipment's in the entire plant consisting of beams, columns, staircase, railings; platforms etc	
3.	Effluents Treatment Plant Caoacity-400KLPD Approx	
4.	Control Equipment(s) Mill Section - Semi-Automatic Cane Feeding Devices Boiler Section & Centrifugal Section	1 Set
5.	Electrical installation & Cables: - HT - XLPE Cables from HT Panel to Converter & Distribution; Transformers; LT - XLPE Cables for sugar plant & machinery; Earthling for TO & Transformers	1 Set
	Inventory of Sugar Plant & Machinery (Outside of Premises) Owned by M/s Swami Samarth Sahakari Sakhar Karkhana Ltd. At Dahitane, Tal Akkalkot, Dist Solapur.	
		Quantity
1.	Tractors	3 Nos.
2.	O-2 Gas Cylinders	22 Nos.
3.	LPG Gas Cylinders	4 Nos.
4.	6 Inch Clay Sewer Pipe	30 Nos.

IV. OUTSTANDING DUES

- 1) As per SARFAESI Act, MSC Bank is defined as “secured creditor” as its total Outstanding as on 31.03.2026 is given as under -

Sr. No.	Name of Secured Lender	Amount (Rs. In lakh)
1.	The Maharashtra State Co-Operative Bank Ltd.	1360.74
	TOTAL in Rs.	1360.74

[Plus further interest from 01.04.2026 upto entire repayment of outstanding loan & interest.]

- 2) Consortium Bank Dues as on 31.03.2026

Sr. No.	Name of Secured Lender	Amount (Rs. In lakh)
1.	Solapur DCC bank	20.00

- 3) **The Known dues as per our knowledge as on are as follows:**

Sr. No.	Name of Secured Lender	Amount (Rs. In lakh)
1	Employee Provident Fund (As per RRC dt.30.6.22 & 03.05.23)	188.28
2	Government Dues (As on 31.03.16)	1060.53
3	Other Dues (As on 31.03.16)	3120.27
4	Deposits (As on 31.03.16)	676.72
	Total	5045.8

The movable and immovable assets/properties are put to lease on “AS IS WHERE IS AND WHATEVER THERE IS BASIS,” along with all known and unknown liabilities. It will be the duty of the bidder to conduct a due diligence and satisfy himself about the liabilities.

Note- The above list of dues is indicative. If the bidder has submitted the bid/tender, it shall be presumed that the bidder has ensured and accepted to borne all the dues & liabilities of the sugar factory and thereafter no complaint would be entertained

V. TERMS & CONDITIONS OF TENDER

Name & Address of Sugar Factory:-Swami Samarth Sahakari Sakhar Karkhana Ltd, Dahitane,
Taluka Akkalkot, Dist Solapur, Maharashtra- 413216

A. COMMON CONDITIONS FOR LEASE OF SUGAR FACTORY

- 1) The interested parties/firms shall submit their "Information and Declaration" of Tenderer giving details as per ANNEXURE-I attached hereto in envelope super scribed as "Technical bid.
- 2) The details submitted by the interested parties as per ANNEXURE-I will be scrutinized and parties which are found eligible as per the terms and conditions of the tender documents will be allowed to participate further in the proceedings.
- 3) The interested tenderer shall be required to remit EMD **Rs.88.33 lakhs (Rs. Eighty Eight Lakhs Thirty Three Thousand only/-)** amount through RTGS/ NEFT, IFSC- MSCI 0082002 A/C NO. **0002116900000010** A/C name: DIRR Dept. **The Maharashtra State Co-op. Bank Ltd., Fort Head Office Mumbai, on or before submission of tender.**
The successful tenderer should pay 1st years rent in advance.
- 4) The successful bidder has to bear the required charges/expenses for taking the assets of the Sugar factory on lease such as stamp duty, registration charges and other charges incidental to making the factory run, if any.
- 5) The tender form should be duly complete in all respect. The offer rent amount should be clearly indicated both in figures as well as in words.
- 6) In case, the tender is not accepted, the amount of EMD shall be refunded without interest.
- 7) The submission of tender shall mean and imply that the tenderer has unconditionally agreed to and accepted all the terms and conditions of the tender.
- 8) The offer must be submitted in original. The Tender Form is Non-transferable.
- 9) Any dispute arising out of this tender/ deal shall be subject to jurisdiction of city of Mumbai Courts only.
- 10) The tenderor cannot claim on account of any cost , expenses or other compensation for their having inspected the factory and its premises and attended, participated in the further proceeding.
- 11) Authorised Officer reserves the right to adjourn and/ or postpone the date/ place/ time of opening of Tenders/bids/finalisation of Tenders /bids without citing any reason.

- 12) The tenderer shall submit two sealed envelope separately superscribed as 'Technical Bid' (The documents as per Annexure-I) and other as 'Financial Bid' (The documents as per Annexure-II) and it should specify condition No. 1 to 11 above and should be intact together in a big envelope superscribed as "Lease Tender for Swami Samarth Sahakari Sakhar Karkhana Ltd, Dahitane, Taluka Akkalkot, Dist-Solapur, Maharashtra- 413216.
- 13) Tenders/bids received after the expiry of due date of submission will not be considered.
- 14) The sealed Technical Bid/tender form received in time shall be opened on 08.05.2026 and Financial Bid on 15.05.2026 at 12.30 p.m. in presence of all tenderers or their authorised representative at The Maharashtra State Coop. Bank Ltd., Head office Sir Vitthaldas Thackersey Smruti Bhavan, 9, Maharashtra Chamber of Commerce Lane, Fort, Mumbai- 400001 and further to note that there will be no negotiations after opening of the bid/tender document.
- 15) The bid tender shall contain full address / telephone no./e-mail id of authorised person of the bidders/tenderer for communication.
- 16) The documents attached to the bid/ tender forms shall not be detached from one another and no alteration or mutilations (other than filling in the blank space) shall be made in any of documents attached thereto.
- 17) The bidder should quote tender lease rent per year as minimum fixed rent plus tagging rent per MT of cane crushed. The rent to be quoted must not be less than that mentioned in table below (Exclusive of GST).

Crushing capacity	Minimum Fixed Rent Per Year			(Plus) Minimum Tagging per M.T. Per Year on actual crushing
	For 1st To 2 Years	3 rd to 4th Year	For 5 th Year	
2500 TCD	Rs.40.00 Lakh per year	Rs.150 Lakh per year	Rs.300 Lakh per year	Rs.100/- Per MT per year

(Rs in Lakh)

Year	Fix Rent	Minimum Tagging	Total Rent Amount
1	40.00	225.00	265.00
2	40.00	225.00	265.00
3	150.00	225.00	375.00
4	150.00	225.00	375.00
5	300.00	225.00	525.00
Total	680.00	1125.00	1805.00

- 18) The interested bidder shall carry out due diligence at their own costs before the bids are submitted.
If the bidder has submitted the bid tender, it shall be presumed that the bidder has ensured all the dues & liabilities of the sugar factory and thereafter no complaint would be entertained.
- 19) The successful bidder (Lessee) has to enter into bi-party agreement with all the terms & conditions and if any additional terms & conditions mutually agreed between them.
- 20) The tender/bid document can be obtained from the undersigned during 11.04.2026 to 07.05.2026 on any working day between 10.00 a.m. to 5.00 p.m. on payment of non-refundable fee of Rs.25,000/- plus (+) 18% GST Rs.4500/- Total Rs.29,500/- (Rupees Twenty Nine Thousand Five Hundred only). The document fee shall be paid through RTGS/NEFT IFSC MSCI 0082002, A/c. No. 0002116900000010 (DIRR, Head Office) to “The Maharashtra State Co-operative Bank Ltd.,” before submission of the bid/tender.”
- 21) Tender submission shall be on or before 07.05.2026 up to 5.00 p.m. at H.O. 3rd floor, Sir Vithaldas Thackersey Smruti Bhavan, 9, Maharashtra Chamber of Commerce Lane, Fort, Mumbai- 400001.
- 22) The possession of the property will be handed over to successful bidder only on fulfilment of all conditions mentioned in the bid document and after completion of legal formalities.
- 23) The Bank intends to lease the assets on “AS IS WHERE IS, AS IS WHAT IS AND WHATEVER THERE IS BASIS,” All known and unknown statutory liabilities, encumbrances of any authority established by law including workers dues or any other dues along with the interest thereon, if any, will have to be borne/paid by the purchaser.
- 24) Preference shall be given to tender for sale, if bank receives tender for both sale and lease.
- 25) However, a tender for lease is invited subject to decision of Hon“ble DRT Pune in SA no. 490/2025.**

B) BID OPENING PROCESS:-

- 1) The Bidders/Tenderers their representative should be present for bid opening process at the MSC Bank, Head Office, 2nd floor, Sir Vithaldas Thackersey Smruti Bhavan, 9, Maharashtra Chamber of Commerce Lane, Fort, Mumbai- 400 001 on date & time as per program schedule mentioned above in table no. I (1.1). In case, the bidder/tenderer remain absent on the scheduled date & time of opening of bid, their tenders shall not be opened.
- 2) The duly authorized representative of the Bidder/Tenderer & one person (total two persons only) are allowed to remain present during bid opening process.
- 3) Technical Bid shall be opened first. While opening of the Technical Bid in presence of the Bidder/Tenderer, the Bank will ensure that Bidder/Tenderer has submitted all the required documents as per the point No. IX (Part II).

- 4) The Bidder/Tenderers who have submitted all the required documents as mentioned above along with their tender and who have complied all parameters of the tender shall be qualified for opening of Financial Bid. The tenders with incomplete documents and not complying the parameters shall be disqualified.
- 5) Bank shall inform to the qualified Bidder/Tenderers to be present on the date of opening of the Financial Bid. Moreover, the Bank shall also inform to the disqualified Bidder/Tenderers with reasons.
- 6) The Financial Bid of the disqualified Bidder/Tenderer shall not be opened by the Bank. In addition, the disqualified Bidder/Tenderers shall not be allowed to participate in Financial Bid.
- 7) Bank's Scrutiny Committee shall reserves the entire right regarding the bid opening process and any objection from any Bidder/Tenderer shall not be entertained.
- 8) The amount of offer quoted in the Financial Bid shall be subject to negotiation. During the opening of the Financial Bid, if more than five tenders are received, then first three eligible and highest bidders shall be given an opportunity for negotiation & resubmission of maximum amount of quote/offer. The Bidder/Tenderer should raise the offer/bid amount at least by Rs.10.00 Lakh or in its multiple. And if less than five tenders are received, then all received eligible Bidders/Tenderers shall be given the opportunity for negotiation & resubmission of maximum amount of quote/offer on the spot. In any case, the Bidders/Tenderers are not allowed to reduce their quote/offers/bid.
- 9) The Bank shall not entertain any further demand for change in quotes/offers/terms & conditions of tender document. Else the submitted bid of Bidder/Tenderer shall be rejected and their EMD amount shall be forfeited. Please note that the tender offer should not be less than the Reserve Price mentioned above.
- 10) The information regarding qualified/disqualified tenders and eligible/successful highest tender/bid shall be placed before the Bank's Hon'ble Executive Committee Meeting for finalization. The successful bidder shall be communicated accordingly.
- 11) The possession of the asset/property shall be handed over to the successful bidder only after fulfilment of all terms & conditions mentioned in the tender document and after completion of all legal formalities.

V. Specific Terms & Conditions

The Lease of the said Sugar factory shall be for the period from crushing season 2026-27 to 2031-33 (6 years). It would commence from the date of the Agreement till the end of the season _____.

1) Interest Free Security Deposit :-

The lessee shall submit Interest Free Security Deposit in the form of revocable Bank Guarantee or FD as following:

(Amt. In Lakhs)

Security Deposit
326.00

The Security deposit will be refunded only after expiry of the Lease period. But if lessee decides to breach the lease agreement before the expiry of lease period, the security deposit paid by lessee will be forfeited.

2) Lease Amount:-

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

Installment	Due date
Amount of first years Fixed Rent in Advance	within 30 days from the date of approval letter and prior to execution of Lease Agreement & tagging amount as per due date shown in point 2.2 below.

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

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

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

- 2.3) Interest @18% p.a. will be charged on the Lease rent amount paid after due date. If outstanding amount along with interest is not paid within stipulated period i.e. 3 months from the due date, the Lease agreement will terminate automatically & the lessee shall handover the assets of the *karkhana* to The Maharashtra State Co-operative Bank Ltd. (Lessor) without any complaint and give peaceful possession. In such case the outstanding Lease Rent amount shall be recovered from the security deposit / post dated cheques kept by Lessee with bank.
- 2.4) If for any reason, other than breach of any obligations and covenants of the Lessor as herein provided, the Lessee terminates this Lease or vacates the said *karkhana* premises during the Lease period, the Lessee shall be liable to pay the lease amount atleast for that season and all other sums and taxes payable till that year. The Lessor shall be entitled to recover such amount from the security deposit/post dated cheques provided by the Lessee.
- 2.5) The lease rent as mentioned above in the table is exclusive of all taxes. All type of taxes (excluding Income tax) should be paid by the lessee.
- 2.6) **GST/** All applicable tax (If applicable) will be charged separately. The lessee has to pay the said amount in addition to the lease rent amount. Interest @18% p.a. will be charged on the **GST/** All applicable tax amount paid after due date.
- 2.7) The lease rent & conversion charges amount should be appropriated towards the loan outstanding dues of the *karkhana* maintained with The Maharashtra State Co-operative Bank Ltd. only.
- 2.8) The Lessee shall have to pay Fixed Rent irrespective of the crushing season taken or not for that year.

3) **Lease period:-**

The lease year shall be from 1stJune to 31thMay. The lease period under this agreement shall be from 2026 to 2031 (5 Years).The lessee shall handover the possession to lessor (Bank) on expiry of the term or before 31thMay. If the lessee fails to do so, the penalty @ Rs.4.00 Lakhs per day will be levied w.e.f. 1stJune till the date of handover the possession. The recovery of the said amount should be recovered from the Security deposit amount.

4. Maintenance of Machinery:-

The lessee with whom the lease agreement is executed by The Maharashtra State Co-operative Bank Ltd. is responsible for keeping the machinery and other equipment in good working condition during the period of lease.

5. Insurance:-

The lessee will ensure that an entire movable and immovable asset under the lease agreement is insured for the appropriate value during the tenure of the lease & should keep the insurance live at all the time. The insurance to be taken by the Lessee should be in joint name of Lessee & The Maharashtra State Co-Operative Bank Ltd. and should cover the assets from fire, earthquake, storm, War, Civil disturbances or beyond the control of human being/ act of god and burglary. Notwithstanding anything contained herein whereas the Lessor shall not be responsible to any loss or damage to the assets, belongings and personnel of the Lessee resulting from the aforesaid happenings lessee will be responsible for such loss, damages occurred if any.

6. Shifting & Replacement of Machinery :-

The lessee is strictly prohibited from shifting the existing machinery and equipment's from the premises. If any machinery or part is required to be replaced which costs more than Rs. 2.00 Lakhs it should be done with prior written permission of the bank (lessor) and the replaced part shall be stored collectively in the premises of SSK by intimating to the Bank.

The stores and spares which are already owned and in possession by the said Swami Samarth Sahakari Sakhar Karkhana Ltd, Dahitane, Taluka Akkalkot, Dist-Solapur, Maharashtra- 413216 shall be made available to the Lessee for day to day running of the factory but the Lessee will pay to The Maharashtra State Co-operative Bank Ltd. the amount outstanding in the loan account of stores before signing the agreement.

7. The Lessee is not authorized to carry out any alteration/additional construction in the premises, handed over to him for operation without specific prior written permission from Authorized officer of The Maharashtra State Co-operative Bank Ltd. But it is the duty of the lessee to maintain the building, Plant & Machinery and the land in proper condition.

8. Licenses.

Lessee on behalf of *Karkhana* has the responsibility to obtain necessary Crushing License, Certificate of pollution, statutory permissions from competent/concern/local bodies/state government/ Central Government and requisite statutory authorities. Non-receipt or delay in permission shall not be considered as ground for non-fulfillment of any of the terms and conditions of the tender. The Maharashtra State Co-operative Bank Ltd. is not responsible for such delay. Such delay will not affect payment schedule.

The crushing license and permission fees etc. required to be paid by the lessee at its own cost during the tenure of the lease agreement.

9. The lessee may install the new machinery of the appropriate technology at their own cost for diversification and enhancing the production level of the plant with prior written permission of the Bank. For doing so whatever arrangements are required to be made are to be arranged by the lessee. The Maharashtra State Co-operative Bank Ltd. is not responsible for effecting any payment to the Lessee for such installation/ alterations/changes etc. The Lessee will have to submit detailed list of machinery to be installed for approval from The Maharashtra State Co-operative Bank Ltd. At the expiry or termination of the lease period, the Lessee will not remove machineries or equipment bought and installed by them and the same shall be handed over to the Maharashtra State Co-operative Bank Ltd. Lessee will not demand any reward under capital investment made by him either from the Bank or from the *Karkhana*.
10. The Lessee will make use of the new installations for the enhancing the production capacity and also can earn profit from the new machinery installed by the Lessee.

11 Charge on the Assets:-

The lessee is not allowed to create any charge on the existing movables/immovable assets of *karkhana*. But If requested by the borrower *Karkhana* and as per their consent, the Bank will allow to create second charge on the existing assets to Lessee.

If the Bank takes decision to lease out the said sugar factory, the said decision will only be effective after the expiry of the running crushing season. In such circumstances Bank (lessor) should issue a one month prior written notice to the lessee.

- 11.A) If the lessee has availed loan for enhancing capacity or for new plant e.g. Ethanol, Co-gen etc., from any other financial institution/Bank the second charge of The Maharashtra State Co-operative Bank Ltd. along with the charge of the said financing Bank, will be noted on newly created assets. It is the responsibility of the lessee to create the second charge of the MSC bank.
12. This lease agreement will have lock-in period of 24 months from the date of this agreement. Within Lock-in period of 24 months Lessee can not terminate/ cancel the lease agreement. Else the security deposit amount kept with lesser (Bank) will be forfeited. Bank reserves its right to terminate/ cancel the lease agreement. Though the outstanding of MSC bank has recovered fully, then also this agreement will remain in force till the expiry of tenure of Lease. Borrower karkhana have no right to terminate or cancel the said lease agreement.
13. At the expiry or termination of the lease period, the Lessee will handover the possession of the assets on "As it is where it is and whatsoever it is" basis to The Maharashtra State Co-operative Bank Ltd.
14. If The Maharashtra State Co-operative Bank Ltd. takes decision to lease out the assets of the factory, the Lessee is bound to handover the unconditional Possession of the assets peacefully to the Bank.
15. It is expected that the lessee should lease out the sugar stock within 3 months from the end of lease period. It is bound that the lessee should handover the possession of empty godowns to the lessor at the end of the lease period on or before 30th August. If the possession of the godowns of *karkhana* is not handed on or before 30th August to lessor, then the lessee has to pay penalty charges of Rs.10/ per MT per month up to the storage capacity of the godown. If the storage capacity of godown is one lakh bags, it means the rent will be charged Rs.10 lakhs per month. Incase the stock of sugar bags is less than Rs.1 lakh, the minimum rent to be paid will be Rs.10 lakhs per month.
16. The lessee shall shift sugar, Molasses and bagasse produced by the lessee during the tenure of the agreement, within two months after expiry of the lease period. After this date, if lessee fails to shift the product so produced during the period of the agreement the lessee shall pay to the lessor an amount of Rs.10 per quintal of sugar bag per month, Rs.100/- per M.T. of Molasses per month and Rs.50/- per M.T. of bagasse per month till 12 months after

end of above grace period of two months after the end of lease period. If the lessee fails to shift the above products within 15 months after end of lease period, the lessee shall have no right on such products. The lessee shall have to shift these products in any case, before the starting of the next crushing season failing which the same will become the absolute property of the lessor free of cost.

17. During the crushing season of 2026-27 and upto the end of the lease period, the lessee shall crush the sugarcane and manufacture the sugar and other by-products. The activity shall be carried on by the lessee on Lease basis for the period of 2030-31 (Minimum 5 years). THE AGREEMENT OF LEASE shall be automatically be treated as terminated and the property leased out shall be considered automatically transferred to the Bank

18. Existing Stocks:-

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

19. Crushing License:-

The lessee shall utilize the full crushing capacity of the *karkhana* and crush the sugarcane during the season 2026-27 and upto the end of lease period, in accordance with the crushing license that would be granted by the Commissioner of Sugar, M.S. Pune/ competent authority. Lessee has the responsibility to obtain necessary crushing Licenses from the competent authorities at his own cost.

20. FRP Payment:-

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

21. Any grievances of the sugarcane suppliers during the period of the agreement shall be looked in to by the lessee and the lessee shall be liable to pay to the cane growers as regards the legitimate dues and the demands of the cane growers who have supplied the sugarcane to the lessee/ *karkhana* during the period of lease agreement.

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

23. **Staff:-**

The lessee has liberty to engage the staff as per the requirement. The salaries, allowances and other monetary benefits payable to the staff employed by the lessee from date of agreement till the expiry of this agreement shall be paid by the lessee.

The Provident Fund Contribution and Labor welfare contribution of entire staff employed by the lessee during the period or tenure of the lease agreement shall be borne and paid by the lessee as per applicable law. The Bank (lessor) under no circumstances will be liable for the same. At the end of expiry of the Lease period lessee should submit the receipts of the paid PF.

24. 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.

25. **Damage & Loss of Machinery:-**

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

26 **Payment of Taxes, Dues:-**

26A) All types of payments i.e F.R.P., wages/ workmen dues/salaries of workmen / employees Provident contribution, Labour welfare contribution / Statutory and allied dues, GST, VAT, CENVAT, taxes and any other contribution from time to time which would be applicable to entire staff **prior to the lease agreement and during the period of this Agreement shall be borne and paid by the Lessee as per law applicable. Bank will not responsible for any payment.**

26B) Further, all the statutory dues and accrued claim as demanded by the government, semi-government and /or concern authorities within the period of these presents, the same shall be paid by the Lessee and it shall not be responsibility of the Lessor Bank at any time during the continuation of the Lease period.

26C) The security deposit kept with the bank will be repaid to lessee upon expiry of lease period on only after submission of all receipt of all such payment made by lessee.

- 26D) During the period of the lease agreement, any liabilities created by Lessee while undertaking the manufacturing of sugar and allied By-products shall be the responsibility of the lessee and such liabilities shall be discharged only by the lessee out of its owned funds.
- 26 E) The Maharashtra State Co-operative Bank Ltd. (“The Bank”) being secured creditor under SARFAESI Act, the payment received to the Bank shall be free from all statutory liabilities and shall be adjusted towards the outstanding dues of the borrower. TDS, GST, Statutory dues, Labour wages, Other outstanding dues of the financial Institutions, all the dues & Liabilities prior to this lease agreement and during the period of the lease agreement is the responsibility of the Lessee & Borrower and the rent amount will not be utilize towards the payment of these dues. The lease rent amount will be only appropriated towards the outstanding dues along with interest of the karkhana with the bank. The borrower karkhana will cooperate for complying of all the required documents. If it is found that the said statutory dues & any other dues has not been paid by the lessee, the bank will take possession of Karkhana and in that case, the lessee has no right to demand for the investment made by him. Borrower and / or lessee (as the case may be) shall pay all the statutory taxes arising from this transaction from time to time and furnish all such returns to the Government as required under the statute.
- 27 Apart from the existing godowns and stores, building of the *karkhana*, if any other temporary godown or shed is required to be installed, the same shall be installed or erected on temporary basis by the lessee at its own costs with the prior written permission of bank. The lessee shall not claim any compensation from the *Karkhana* / bank (Lessor) towards erection of such temporary shed or stores etc.
- 28 The Plant and Machinery, other allied equipment’s and assets of the *karkhana* cannot be mortgaged or given as security to any financial institutions.
- 29 During the period of the lease agreement, if any death or disability is caused to the staff members due to accident, occupational decease or negligence of the lessee, the compensation by way of medical expenses payable in such an event shall be paid by the lessee as per law.
- 30 The lessee shall be liable for all criminal and civil liabilities arising due to activities of the lessee under the agreement. The lessee and their officers shall alone be liable for such criminal and civil actions.

- 31 The internal roads, staff quarters, Jack wells, rising main, reservoir, spray pond, machinery foundation E.T.P., Borewell and pipeline, sump well pipe line, diesel pump and the buildings and assets of the *karkhana* shall be maintained in good condition by the lessee.
32. The lessee shall be responsible for making arrangements of contractors and sub-contractors for the purpose of cutting and harvesting of sugarcane during the lease period. However, while making such arrangements, the lessee shall give preference to such contractors, vehicles owners who are doing such work with the *karkhana* from the area of operation of the *karkhana* on merits.
33. The lessee shall not be liable to any consequences, liabilities and benefits arising out of the various suits, disputes and other legal actions initiated by the *karkhana* for recovery of its dues, loans, compensation and other amounts. The *karkhana* is entitled to proceed further with the said suits, disputes, legal actions on its own.
- 34 The lessee shall not be liable to the demands and liabilities made against the *karkhana* in any Hon'ble Courts prior to the execution of the agreement. Also the lessee shall not be liable for any loans of the *karkhana* which are payable since prior to the execution of the agreement. The sugar and other bye-products produced by the lessee during the period of the agreement shall not be liable towards the liabilities of *karkhana* which are required to be discharged by the *karkhana*. Bank will not be responsible for any payment.
- 35 The lessee shall maintain the accounts of its transactions pertaining to crushing of sugarcane and bye-product separately and give the said reports to lessor (Bank) at the end of every fortnight.
- 36 The *Karkhana* shall not create any obstacles and/or hindrances in the work of the lessee during the period under the agreement.
- 37. Disputes:-**
Any Dispute between the parties with regards to the agreement shall be referred to the Managing Director, The Maharashtra State Coop. Bank Ltd., Mumbai for arbitration who shall act as the sole arbitrator.

38. Indemnity:-

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

39. The lessee shall perform its part of the assignment under this agreement with degree of high professional skills and sound practices and judgment which is normally exercised by recognized professional undertakings with respect to assignments of similar nature and the lessee shall endeavour to use its professional skills to the best of its ability and do such and other acts incidental thereto which will further the business interest of the Lessor.
40. The Lessee / karkhana will be liable & responsible to pay all the dues & liabilities of the karkhana prior to the execution of this lease agreement.
41. The lessee shall be nominal member (B Class) of the Lessor (Bank).

42. FORCE MAJEURE:-

Both the parties to the agreement understand, acknowledge and agree that for the purpose of present agreement, The Force Majeure clause shall not be applicable for purpose of this Agreement, Force Majeure shall mean and include any cause or event that is not reasonably foreseeable or otherwise caused by or under the control of the party claiming Force Majeure, including acts of God, fires, droughts, floods, explosions, riots, wars, hurricane, sabotage, terrorism, vandalism, accident, the situation like lockdown, Covid-19, any other epidemic or even Pandemic situation restraint from government, governmental acts, injunctions, labor strikes, non-availability of cane (raw material) and other like events that are beyond the reasonable anticipation and control of the party affected thereby, despite such party's reasonable efforts to prevent, avoid, delay, or the effects thereof are not attributable to a party's failure to perform its obligations. Even under such an event, lessee shall not be able to invoke Force Majeure clause. Under any circumstances, the lessee will have to pay complete lease rent amount as per agreed terms and conditions to the lessor.

This lease agreement should have been a locking period of 24 Months/2 years from the date of this agreement. Though the outstanding of MSC bank has recovered fully then also this agreement will remain in force. Borrower karkhana / Lessee have no right to terminate or cancel the said lease agreement.

- 43 The lessee has to enter into a **bi-party/** agreement with all above terms & conditions, other conditions of approved lease policy and additional terms & conditions as mutually agreed.
- 44 The lessee is not allowed to breach the agreement till the expiry of the lease period. If lessee decides to break the lease agreement before lock in period of 24 Months or the expiry of lease period, the security deposit paid by lessee will be forfeited.
- 45 If the event occurs, which are beyond the control of the Lessor Bank and if Board of Administrator(s) of the Bank deems fit and proper, Bank reserve its right and may terminate this Lease Agreement with the consent of the lessee.
- 46 If the lessee violates & do not comply any terms & conditions of the lease agreement, the lease agreement will be terminated by giving one month's written notice. The bank reserves the right to take possession of entire property of *Karkhana* under SARFAESI ACT 2002 for which lessee & *karkhana* hereby accord their unconditional consent & accordingly will submit their Board resolution along with Indemnity Bond to that effect.
- 47 **Payment of lease rent:-**
- 47a) The Lease rent shall be paid by the Lessee by way of **RTGS/NEFT: IFSC: MSCI 0082002, A/c. No.0002116900000010 A/c Name DIRR Head Office to “The Maharashtra State Co-operative Bank Ltd.,”** with MSC Bank., Regional office, Pune Branch. The bank will receive receipts net of tax (after deducting TDS), accordingly No TDS to be deposited in the name of the Bank on these receipts. The bank therefore does not hold responsibility of any taxes arising out of this transaction.
- 47b) Borrower (*Karkhana*) shall have the responsibility to issue GST Invoice of lease amount as applicable. Remittance of GST liability shall be borne by the borrower. The bank, in any case, shall not be held liable to pay any taxes on the recovery receipts towards the outstanding dues.
- 47c) The Maharashtra State Co-operative Bank Ltd will not sanction any type of loan to the lessee during the tenure of the lease period.
48. The Bank reserves all rights to change/amend any terms & conditions of this agreement time to time.
49. The Annexure-I and II part and parcel of this Tender Document.

SIGNATURE OF AUTHORISED PERSON
(NAME IN BLOCK LETTER)

ANNEXURE-I

(TO BE PUT IN ENVELOPE-I)

TECHNICAL BID

Information & Declaration of Tenderer-

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

VII. FORMAT FOR SUBMISSION OF PROFILE OF THE BIDDER

TECHNICAL BID ON LETTER HEAD

ANNEXURE-I (PART- I)

1.	Name of the Bidder/Tenderer	
2.	Brief Particulars of the business	
3.	Correspondence Address in full with PIN Code No. Copy of the Registration certificate in case of Firm/Society	
	Telephone No. with STD Code	
	Fax Nos.	
	E-mail ID	
	Web site address if any	
	Registered Address of Unit.	
4.	Date of Incorporation	
5.	Constitution of Entity (Company/Co-operative Society/Firm/Proprietorship)	

6.	Document in evidence of constitution of the entity.(Self attested)	
7.	Name of the Chairman	
8.	Name of the Managing Directors/Partners/Proprietor	
9.	Board of the Directors (Names & Addresses)	
10.	Income Tax and Pan Card No. of firm/company/individual/ cooperative society/proprietorship firm.	
11.	GST Registration Number of Bidder	
12.	Name and Address of bidder Bankers	
13.	Details of Parent Company (If applicable)	

Note: If any information furnished by the bidder is found incorrect at the later stage, the tenderer shall be liable to be debarred for the tendering, MSC bank reserves right to verify the particulars furnished by the tenderer independently.

Place:

Date:

Signature:

Name of the Authorised Person:

Designation:

Seal

Encl:

Eligibility Criteria for the bidders: (Please see the details at clause no. 1.2 & submit the documents as mentioned in Annexure Part-II)

DECLARATION

I/We have gone through the details of tender documents and also visited the site of properties to be Leased & study the details thereof. The information submitted along with the tender documents by me is true and correct to the best of my/ our knowledge. I hereby declare to abide by the terms and conditions of the tender documents.

Date :-

Signature of the Authorized person

Place:-

of the Bidding form

(TO BE PUT IN ENVELOPE-II)

PART-II**(Bidder should submit evidence of following relevant documents)**

Sr. No.	Particulars	Page No
1	Receipt of NEFT/RTGS Form Fee Rs.29500/- (25000+ 4500 GST)	
2	Receipt of NEFT/RTGS EMD Fee Rs.88.33Lakhs	
3	Tender document with seal & signature along with the name of the Authorised person of Bidder/Tenderer affixed on each page	
4	Authority letter of Bidder/Tenderer in the name of their representative to represent the Bidder/Tenderer	
5	Self-declaration of Bidder/Tenderer stating that the tender/bid is submitted by them unconditionally	
6	Copy of Memorandum & Articles of Association with Registration/Incorporation Certificate for Company (if applicable)	
7	Copy of Deed of Partnership with Registration Certificate for Partnership Firm (if applicable)	
8	Copy of Registration Certificate for Proprietorship Firm (if applicable)	
9	Copy of Bye-laws of the Co-op Society along with Registration Certificate (if applicable)	
10	Copy of Pan Card of Firm/Partners/Company/Directors/Individual	
11	Copy of G.S.T. Registration of bidder	
12	Copy of Resolution of Bidder/Tenderer institution	
13	Self-declaration of Bidder/Tenderer on their letter head stating that there is no overdue of loans and advances of any financial institution against them	
14	Self-declaration of Bidder/Tenderer on their letter head stating that the Bidder/Tenderer is not a blacklisted entity from any competent authority	
15	Solvency certificate from Bidder/Tenderer's Banker for the amount which shall be more than their final offer, certifying financial solvency for an amount not less than the reserve price or the financial bid offer whichever is higher.	
16	Self-declaration of Bidder/Tenderer stating that the Bidder/Tenderer is not declared as an insolvent under Indian Contract Act, 1872 or any other law in force in India	
17	Self-declaration of Bidder/Tenderer regarding non proxy of any institute	
18	Self-declaration of Bidder/Tenderer stating that the Bidder/Tenderer is neither a director or ex-director of borrower nor in relation with any of the director or ex-director of the borrower	
19	Last Three year Audited Balance sheet Years 1) 2023-24 2) 2024-25 3) 2025-26	

20	Last Three years Profit & Annual Turnover per year (Should have consecutively net Profit) from last 3 Years certified by C.A. Years 1) 2023-24 2) 2024-25 3) 2025-26	
21	Last Three years Income Tax Returns Years 1) 2023-24 2) 2024-25 3) 2025-26	
22	Net worth of Firm/Society/Company/Directors certified by C.A. (must not be negative) 1) 2023-24 2) 2024-25 3) 2025-26	
23	If interested bidder is a New Company /Institute /Proprietor /Partnership firm, then following documents of Parent company will be accepted. A) Document evidencing 51% shareholding of Parent Company in Bidder's Company B) Last Three year Audited Balance sheet Years 2023-24 2024-25 2025-26 C) Last Three years Income Tax Returns Years 2023-24 2024-25 2025-26 D) Net worth of Parent Company/Directors certified by C.A. (must not be negative) 2023-24 2024-25 2025-26 E) Solvency certificate of Parent Company from Parent Company's Banker for the amount which shall be more than their final offer. F) G.S.T. Registration certificate of Parent Company G) Pan Card copy of Parent Company / Directors (KYC Document)	
24	Indemnity Bond/undertaking on Rs.500/- stamp paper stating that the documents submitted/presented by the Bidder/Tenderer in its personal capacity are true and correct.	
25	APPENDIX (PART-III) on letter head of the Bidder/Tenderer.	

***Note: Document should be submitted along with the tender only in Physical Form.**

DECLARATION -

I/We have gone through the details of tender documents and also visited the site of properties to be sold & studied the details thereof. The above information submitted along with the tender documents by me is true and correct to the best of my/ our knowledge. I hereby declare to abide by the terms and conditions of the tender documents. In case any information is found to be incorrect /incomplete, I/we shall not hold the Authorised officer or secured creditors responsible for the same and shall not have any claim whatsoever against either of them.

Date :-

Signature of the Authorized person

Place:-

of the Tender form

VIII. FORM OF APPENDIX OF THE BID/OFFER (DECLARATION BY THE BIDDER) ON LETTER HEAD

(Note: This Appendix forms part of Bid/Offer)

To,
Authorised Officer,
Head Office Sir Vithaldas Thackersey Smruti Bhavan,
9, Chamber of Commerce Lane,
Fort, Mumbai-400001 Maharashtra

Sir,

LEASE OF SECURED ASSETS/PROPERTY OF SWAMI SAMARTH SAHAKARI SAKHAR KARKHANA LTD.,

DAHITANE, TAL. AKKALKOT, DIST. SOLAPUR. Having fully examined and understood the terms and conditions of the Bid/tender Document and condition and status of the Secured Asset/Property, I/We offer to purchase the said Secured Assets strictly in conformity with the terms and conditions of this Bid/Offer Document.

1. I/We, agree if any of the statement/information revealed by me/us is found incorrect, my/our tender is liable to be cancelled and in such case Earnest Money Deposit (EMD) paid by me/us is liable to be forfeited by the Bank and Bank is at liberty to annul the offer made to me/us at any point of time.
2. I/We understand that if my/our Bid/Offer is accepted, I/We shall be responsible for due observance and performance of the terms and conditions of the Bid/Offer and acquire the Secured Assets/Property. If I/ We fail to execute and perform the terms and conditions when called upon to do so, the Earnest Money Deposit (EMD) shall be forfeited.
3. I/We further understand that if my/our Bid/Offer is accepted, after making full payment of the lease price within 30 day of confirmation of the lease by the AO or such extended period as may be granted by AO at his sole and absolute discretion, I/We, understand that once the Lease Certificate is issued by the AO, the AO shall not be held responsible for security and safe-keeping of the secured assets. I/We further understands that in the event I/We fail to take possession of the Secured Assets as stated above, the AO reserves the right to revoke the lease confirmed in my/our favour and forfeit the entire amount paid by me/us and I/we shall have no claims on the secured assets or to any amount/s for which it may be subsequently sold.
4. I/We clearly understand and accept that the AO or the Secured creditors do not take or assume any responsibility for any prior or existing dues, statutory or otherwise, of **SWAMI SAMARTH SAHAKARI SAKHAR KARKHANA LTD., DAHITANE, TAL. AKKALKOT, DIST-SOLAPUR. (Borrower Karkhana)**, including such dues that may affect transfer of the assets in the name of the successful bidder and such dues, if any, will have to be borne/paid by me/us in case my/our Bid/Offer is accepted.

5. I/We understand that you are not bound to accept the highest bid/offer you may receive. Further, I/We will not raise any objection in case the AO goes for re-tendering or lease the assets by any of the modes as prescribed in the SARFAESI Act.
6. I/We understand that time is the essence for completing the acquisition formalities of the Secured Asset/property and I/We agree and undertake to abide by it.
7. I/We have remitted EMD of Rs.88.73 lakh to **“The Maharashtra State Co-Operative Bank Ltd., Mumbai”**, through RTGS (RTGS/NEFT: IFSC: MSCI 0082002) A/c. No. **0002116900000010** of **“The Maharashtra State Co-operative Bank Ltd., DIRR HEAD OFFICE Mumbai”**. I/We understand that the EMD will not carry any interest.
8. I/We understand that the Bid/Offer should be unconditional and Bid/Offer having conditions contrary to the terms and conditions of the Bid/Offer document can be summarily rejected.

Dated _____ day of _____ 2026

Seal and Signature _____ in the capacity of _____ duly authorised to sign the Bid/Offer for and on behalf of _____.

Name and Address of the Bidder/Offerer
(IN BLOCK CAPITALS) WITNESS:

Name:

Address:

Occupation:

FINANCIAL BID FORM

- 1) Name & address of co-op. Sugar Factory :-Swami Samarth Sahakari Sakhar Karkhana Ltd, Dahitane, Taluka Akkalkot, Dist Solapur, Maharashtra- 413216.
- 2) Crushing Capacity 2500 TCD
- 3) Name of address of the bidder :
- 4) Quoted Amount for rental charges :
and charges for per M.T. crushing
of sugarcane.

Sr. No.	Year	Minimum Fixed Rent per year (Rs.in lacs)	Plus Minimum tagging Charges per year per M.T. of Crushing of Sugarcane (In Rs.)	Offer rent per year (Rs.in lacs)	
				Fixed	Tagging per MT.
1)					
2)					
3)					
4)					

Note:-Total amount of annual rent will be Fixed Rent as mentioned above plus charges per M.T. of cane crushed in that year as quoted by the bidder for respective years.

Place:-
Date:-

Signature of Authorized person
(Name in Block letters)

XII DEED OF UNDERTAKING CUM INDEMNITY

(On Stamp paper OF Rs 500/-/franking as applicable) (This forms part of the terms and conditions of Tender of lease) (to be submitted before signing of lease certificate)

This DEED OF INDEMNITY executed at on this day of

By:

and (Hereinafter referred to as “the Purchaser”, which expression shall include its successors and assigns). In favour of:

The Maharashtra State Co-Operative Bank Ltd., Mumbai., (Incorporating The Vidarbha Co-Op Bank Ltd.), having its registered head office at 2nd Floor, Sir Vithaldas Thackersey Smruti Bhavan., 9, Maharashtra Chamber of Commerce Lane, Fort, Mumbai – 400 001, Post Box No. 472 and Regional Office: Tilak Putla Mahal Pune, which is hereinafter referred to as the “MSC Bank” (**SECURED CREDITOR**) which expression shall, unless it be repugnant to the subject or context thereof, includes its successors and assigns and whether acting as such in respect of financial assets pertaining to **SWAMI SAMARTH SAHAKARI SAKHAR KARKHANA LTD., DAHITANE, TAL. AKKALKOT, DIST. SOLAPUR., MAHARASHTRA.**

A) Whereas MSC Bank, has pursuant to the measures taken under Section 13 (4) of the Securitization Act taken possession of the immovable & movable assets of the Borrower being **SWAMI SAMARTH SAHAKARI SAKHAR KARKHANA LTD., DAHITANE, TAL. AKKALKOT, DIST. SOLAPUR. MAHARASHTRA.**

B) Whereas the Authorised Officer confirmed offer on behalf of MSC Bank in favour of

and subject to terms and condition contained in the Tender Document/

C) Whereas as covenants of the documents of terms and conditions of lease and ‘lease certificate’ state that “The successful bidder will be required to bear all the necessary expenses like stamp duty, registration expenses etc., for the transfer of assets in his/her/their name. it is expressly stipulated that there are no implied obligation on the part of AO or the secured creditors and it shall be solely the obligations of the Successful bidder, at his/her/their cost, to do all acts, things and deeds whatsoever for the completion of the lease including the payment of dues, if any, to get the assets transferred in the name of the Successful bidder. “

D) Whereas the lease certificate further state that "The Bank intends to lease the assets on “AS IS WHERE IS, AS IS WHAT IS AND WHATEVER THERE IS BASIS”. All known and unknown statutory liabilities encumbrances of any authority established by law including workers dues or any other dues along with the interest thereon, if any, will have

to be borne/paid by the purchaser. In pursuance thereof, the Purchaser indemnifies MSC Bank to save from all liabilities incurred by MSC Bank on account of any suits, claims, (including any expenses incurred by MSC Bank for the enforcements of this indemnity) which MSC Bank shall suffer as a result of any failure on the part of the Purchaser to meet and clear any above said dues.

E) MSC Bank has accepted the offer upon execution of the following indemnity.

NOW THIS DEED WITNESSETH AS FOLLOWS:

In consideration of the movable & immovable properties, the leasee viz ___ and their successors, nominees, heirs as stated above hereby unconditionally, absolutely and irrevocably agree to indemnify and keep MSC Bank indemnified and save harmless, against any and all losses, damages, liabilities, Suits, claims, counterclaims, actions, penalties, expenses (including attorney's fees and court costs and any expenses incurred by MSC Bank for the enforcement of this indemnity), which MSC Bank shall suffer as a result of any failure on the part of the Purchaser to meet and clear any such liabilities, encumbrances and dues as mentioned in the recital's above more specifically C, D, or any claim made by any authority person, entity, firm. In respect of such liabilities, encumbrances and dues as mentioned above.

And it is declared that this indemnity is without prejudice to and is in addition to any other rights of MSC Bank.

IN WITNESS whereof the Purchaser has put their hands the day and year first hereinabove written.

Signed and delivered by:

Purchaser Address:

Place:

Date: