

Tender Document

For

**Long Term Lease of Majhola Sugar Mill, District
Pilibhit**

of

**The Kisan Co-operative Sugar Factory Ltd., Majhola,
Distt. Pilibhit, Uttar Pradesh**

FOR DEVELOPING INTEGRATED SUGAR COMPLEX

**U.P. CO-OPERATIVE SUGAR FACTORIES FEDERATION
LTD.**

**9-A, RANA PRATAP MARG,
LUCKNOW – 226 001**

Date of Issue: 24/12/2016

Date of Submission: 25/01/2017, Upto 02:00 PM

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This Tender Document does not, and does not purport to contain all the information and data each Bidder and / or their advisors and / or their representatives may desire or require in reaching decisions as to their involvement to take over Majhola Sugar Mill for developing it into Integrated Sugar Complex under Long Term Lease arrangement of UPCSFFL/ KCSFM. Each Bidder should conduct of its own investigations and analysis and should check the accuracy, reliability and completeness of the information in this Tender Document and obtain independent advice from appropriate sources. Bidder(s) should form their own views as to what Information provided herein or separately is relevant to any decisions that they make and should make their own independent investigations in relation to any additional information that they may require.

This Tender Document may not be appropriate for all persons and it is not possible for UPCSFFL/ KCSFM, its employees to consider the investment objectives, financial situation and particular needs of each person who reads or uses this Tender Document.

The Information contained in this Tender Document or any other Information which may be provided to Bidder(s) is subject to change without notice. Further, it should not be assumed that there shall be no deviation or change in any Information provided. UPCSFFL/ KCSFM may, in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the Information including the qualification process in this Tender Document.

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residents in India should inform themselves of, and observe any applicable legal requirements.

UPCSFFL reserves the right to reject any or all applications without giving any reasons. UPCSFFL and its representatives will not entertain any claim for any expenses whatsoever.

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Definitions

In this Tender Document, unless the context otherwise requires, the following terms and expressions shall have the meanings assigned to them herein;

“Accounting year” means any 12 month’s period usually followed by the Applicant or the members of the Consortium for the purpose of reporting its / their accounts;

“Allied Industries” means different industries that may work together in some way, usually by providing raw material or services to each other industries or being directly/indirectly dependant on Sugar Cane or Sugar industry (receiving goods or a service);

“Application” includes all the annexures to be submitted with Technical Bid (Clause 2.6, 2.7, 2.8) and Financial Bid (Clause 2.9.2);

“Application Due Date” means the date appointed as the last date for the submission of the Bid as laid down in Clause 2.11 of this Tender Document;

“Applicable Laws” means the laws of India and Uttar Pradesh as may be in force from time to time, whether in force by way of statutory enactments, rules, regulations, by-laws or otherwise.

“Application Validity Period” means, 270 days from the Application Due Date as mentioned in clause 3.11 of this Tender Document (including extensions of application validity date, if any);

“Bid Amount” means One Time Amount offered in the Financial Bid by Bidder;

“Chapter” means chapter of Tender Document;

“Clause or Clauses” means clause or clauses of Tender Document;

“Commissioning Period” means the period of 3 years required for successful development of Integrated Sugar Complex and start of commercial production;

“Confidential Information Memorandum” or “(CIM)” means the Confidential Information Memorandum as provided to the Bidders;

“Consortium” is a group of companies that have executed a Memorandum of Understanding to collectively participate in the process for selection of Developer for Unit of UPSCFFL and to collectively undertake and execute the transaction, if selected;

“Current Assets” means all current assets including Loans & Advances (excluding Cash and Bank Balances, which will not be transferred to Developer) **mentioned** in the Balance Sheet.;

“Developer” means a selected bidder who will develop Integrated Sugar Complex under Long Term Lease arrangement, which will essentially comprise of a Sugar Mill with minimum capacity of 2500 TCD, Power Generation Unit of minimum 10 MW, a distillery of 30 KLPD and/or Stock Yard and/or allied industries;

“Financial Proposal” means the Financial Proposal Application as per Annexure to be submitted by the bidder in pursuant to this Tender Document;

“Financial Year” refers to the 12 month period ending March 31, i.e. from April 1 to March 31;

“GoUP” means the Government of Uttar Pradesh;

“Indian Rupees”, “Rupees” or “INR” means the currency of India;

“Information” means all information contained in this Tender Document related to this transaction or subsequently provided to the Bidder(s), in documentary form, by or on behalf of UPCSFFL or the authorized representatives of UPCSFFL or any of authorized employees;

“Intimation Date” means the date on which the Selected Bidder is intimated about its selection, as per Tender Document;

“Long Term Lease Arrangement” means an arrangement whereby the Developer undertakes to finance, develop, construct, maintain and operate an Integrated Sugar Complex and whereby Developer shall be entitled to run the Integrated Sugar Complex during Lease Period. The Developer is required to transfer the Integrated Sugar Complex to the UPCSFFL as On Going Concern after the expiry of the Lease Period.

“Lease Deed” means a deed whereby UPCSFFL leases land of Closed/Non Operating Majhola Sugar Mill to the Successful Bidder who is permitted to develop Majhola Sugar Mill as Integrated Sugar Complex, to operate it and maintain the Project during Lease Period;

“Lease Period” means the period specified in the Lease Deed which includes extended period as mentioned in Renewal Lease Deed, if executed;

“Minimum Qualifying Networth” means the Minimum networth required for an Applicant to be eligible to submit Technical Proposal application as defined in Tender document;

“Payment Due Date” means the due dates on which the Successful Bidder will deposit One Time Amount in the form of Demand Draft to UPCSFFL;

“Prequalified Applicant(s)” means Applicants who are notified as being ‘pre-qualified’ at the Technical Bid Stage on the basis, inter alia, of certain minimum prescribed criteria listed in Technical Bid (Enclosure-1);

“Project” means development of Integrated Sugar Complex, which will essentially comprise of a Sugar Mill with minimum capacity of 2500 TCD, Power Generation Unit of minimum 10

MW, a distillery of 30 KLPD and/or Stock Yard and/or allied industries under Long Term Lease arrangement.

“**PIM**” means Preliminary Information Memorandum as mentioned in Annexure to this Tender Document;

“**RBI**” means Reserve Bank of India;

“**Shortlisted Applicant(s)/ Bidder(s)**” means the Applicant(s) qualified at the Technical Bid stage;

“**Signing Date**” means the date on which the Lease Deed, Asset Transfer Agreement and other documents is executed between UPCSFFL and Successful Bidder after depositing Rs. 9.00 crores as Security Deposit;

“**Stake/Interest**” means proposed shareholding percentages of the Consortium members in the Special Purpose Vehicle (“SPV”) to be formed for the purpose of the Transaction;

“**Successful Bidder**” means the Applicant/Bidder selected for transferring assets of the Unit on Long Term Lease arrangement;

“**Technical Proposal**” means the Application submitted by Applicant/Bidder pursuant to Technical Bid in pursuant to this Tender Document;

“**Tender Document**” means ‘Tender document’, issued by UPCSFFL to the interested bidders, together with its enclosures to provide information to the Bidders about the process of transferring Unit of UPCSFFL on Long Term Lease Arrangements. Tender Document may be amended/ modified from time to time. Tender Document consists of Draft Lease Deed and Draft Asset Transfer Agreement too;

“**Transactions Documents**” means all the documents which are to be executed to effect the transfer of assets on Long Term Lease Arrangement, inclusive but not limited to the Lease Deed;

“**Transfer Date**” means the date on which assets of Unit of UPCSFFL will be transferred to Successful Bidder;

“**Unit**” means Majhola sugar mill, which assets are to be transferred under Long Term Lease arrangement;

“**Union Government**” means the Government of India;

“**UPCSFFL**” means Uttar Pradesh Co-operative Sugar Factories Federation Limited having its Registered Office at 9A, Rana Pratap Marg, Lucknow-226001 (Uttar Pradesh);

“**Yearly Lease Rent**” shall mean the yearly lease rent that will be paid by Developer to UPCSFFL on yearly basis as per clause no. 21.7 of this Tender Document;

IMPORTANT INFORMATION

Non refundable Bid Document Cost	Demand draft for INR 50,000/- (Rupees Fifty Thousand) only plus VAT only drawn in favour of 'U P Co-operative Sugar Factories Federation Limited' payable at Lucknow or the receipt from UPCSFFL confirming the payment of Rs. Fifty Thousand only to UPCSFFL towards bid document cost. (non-refundable)
Sale of TENDER DOCUMENT	Tender Document containing details of scope of work, eligibility criteria and other terms & conditions may be downloaded from the UPCSFFL website www.upsugarfed.org and amount towards tender document fess of Rs. 50,000/- plus VAT in form of Demand Draft in favour of 'U P Co-operative Sugar Factories Federation Limited' payable at Lucknow will be submitted along with technical and Financial Bid in a separate envelope.
Bidder	The Bidder may be a Company or a Consortium or an individual or Proprietary Firm or a Partnership Firm or a Trust or a Society.
Net Worth	Net worth of not less than INR 20 Crores (Rs. Twenty Crores) as per the last audited accounts for the Accounting year which should not have ended before 30 th June 2015. (Clause 2.4.2)
Due Diligence facility	The Data Rooms have been established as per details provided in this Tender Document. Bidder(s) can start due diligence including site visits, Data Rooms visits, etc. after furnishing documents as per clause 2.18
Pre Bid Conference	Pre Bid Conference will be held on 10/01/2017 at 03:00 PM
Details of Majhola Sugar Mill	Kindly refer Preliminary Information Memorandum (PIM).
Address for Correspondence and Clarifications	Managing Director, U P Co-operative Sugar Factories Federation Limited, 9A, Rana Pratap Marg, Lucknow-226001 Phone: (0522) 2200183 Fax (0522) 2627994 (0522)2628310 Website – www.upsugarfed.org Email ID – upsugarfed@yahoo.co.in

Section I – Transaction Process

1. The Transfer under Long Term Lease Arrangement

1.1 About the Process of Long Term Lease

Uttar Pradesh Co-operative Sugar Factories Federation Limited (UPCSFFL), vide its advertisement dated 24/12/2016 invites proposals (Technical Bid and Financial Bid) through an open competitive bidding process for transfer of Majhola Sugar Mill of Kisan Co-operative Sugar factory Ltd., Majhola, Pilibhit on “as is where is” basis via Long Term Lease Arrangement to revive/rehabilitate the Unit(s) for developing Integrated Sugar Complex.

UPCSFFL intends to transfer of Majhola Sugar Mill on “as is where is” basis for developing an Integrated Sugar Complex which will essentially comprise of a Sugar Mill with minimum capacity of 2500 TCD, Power Generation Unit of minimum 10 MW, a distillery of minimum 30 KLPD and/or Stock Yard and/or allied industries on Long Term Lease Arrangement. He will commission the Integrated Sugar Complex as per the Detailed Project Report (DPR) submitted by him within 36 months of execution of Lease Deed and will operate it during the entire Lease Period.

The Unit will be transferred to the Successful Bidder at the highest One Time Amount price for Buildings, Plant & Machinery, Trees and other assets et cetera (subject to minimum of the Reserve Price as envisaged in this Tender Documents for the Unit) and intended proposed investment for implementation of the Project after signing of Lease Deed. The Integrated Sugar Complex developed and operated with all the assets (as on Lease Period end day) will be transferred back to UPCSFFL at the end of the lease term as On Going Concern in the event the Lease Deed is not renewed for a further period.

The Long Term Lease shall be offered for a period of thirty years (30) from the date of the award, at the end of which Integrated Sugar Complex shall revert to the UPCSFFL as On Going Concern. If the operation of Integrated Sugar Complex is found satisfactory, UPCSFFL may, recommend for extension of Lease Period and after approval of Registrar, UP extend the period of Lease for further period of 30 years on the same terms and conditions as are contained in the Lease Deed. In case of such extension of period of lease, Renewal Lease Deed shall be executed between UPCSFFL and Developer. In that event the Integrated Sugar Complex shall revert back to UPCSFFL on the last date of Lease Period as On Going Concern.

Hence, UPCSFFL wishes to invite Technical Bid and Financial Bid for transfer of Majhola Sugar Mill on “as is where is” basis, details of which are mentioned in the Annexure (PIM) via Long Term Lease Arrangement (without UPCSFFL creating and/or conferring any rights or expectations whatsoever on those so invited and UPCSFFL hereby disclaims all such rights and expectations, if any) subject to the terms and conditions contained in Lease Deed, Asset Transfer Agreement and other relevant documents referred to herein.

UPCSFFL proposes to transfer all the assets of the Unit on Long Term Lease Arrangement on “as is where is” basis as per the Unit’s balance sheet to the Successful Bidder who would be expected to develop the Unit into Integrated Sugar Complex within a period of 36 months.

1.2 The Advertisement

This Tender Document is released with the formats of Technical Bid, Statement of Legal Capacity, and along with other supporting documents pursuant to the Advertisement by UPCSFFL.

The interested Bidders are expected to submit their Applications, 02:00 PM (IST) on 25/01/2017. The Applications shall be submitted to and at the following address:

Managing Director,
 U P Co-operative Sugar Factories Federation Limited
 9A, Rana Pratap Marg, Lucknow-226001
 Phone: (0522) 2200183 Fax (0522) 2627994 (0522)2628310
 Website – www.upsugarfed.org
 Email ID – upsugarfed@yahoo.co.in

1.3 The Process

Post the submission of the Technical Bid, UPCSFFL will evaluate the Applications/Bids based on technical and financial parameters described in this Technical Bid and will prepare a list of short-listed Applicants. These shortlisted Applicants will be considered eligible for Financial Bid stage.

The Data Rooms have been established as per details provided in this Tender Document. Applicants can start due diligence including site visits, Data Rooms visits, etc. after furnishing following documents,

1. Confidentiality Agreement as per Annexure-11;
2. Authorization Letter as per Annexure-14;
3. Eligibility/Qualification certificate from Statutory Auditors/Chartered Accountant certifying the Net worth of the Applicant evidencing that the Applicant possess the eligibility criteria as mentioned in Clause 2.4.2 of this Tender Document;

It shall be noted that, permission to carryout due diligence should not be construed as qualifying at the Technical Bid stage.

1.4 Time Schedule

The indicative timeline is as follows:

Activity	Estimated Date
Publication of Advertisement for inviting tenders through competitive bidding process.	Advertisement Date 24/12/2016
Issue of Tender document along with Draft Lease Deed and Draft Asset Transfer Agreement to the interested Applicants/Bidders.	24/12/2016
Initiation of Due Diligence and Site Visits	24/12/2016

Activity	Estimated Date
Pre Bid Meeting	10/01/2017 at 03:00 PM Venue: UPCSFFL, 9-A, Rana Pratap Marg, Lucknow – 226001
Issue of final Tender document along with Technical Bid, Financial Bid, Draft Lease Deed and Draft Asset Transfer Agreement to the interested Applicants/Bidders.	11/01/2017
Date for submission of Technical Bid and Financial Bid	25/01/2017 upto 02:00 PM
Opening of Envelope Technical Bid (Envelope – 1)	25/01/2017 at 03:00 PM
Declaration of Shortlisted Applicants/Bidders	25/01/2017 (If date is extended It will be intimated to bidders)
Opening of Financial Bids (Envelope – 2) of Shortlisted Applicants/Bidders	25/01/2017. If date is extended It will be intimated to bidders.
Intimation and issue of LOI to Highest Bidder (H1)	Intimation Date (to be intimated)
Deposit of 25% amount of One Time Amount in form of Demand Draft to UPCSFFL	15 days from the date of intimation
<ol style="list-style-type: none"> 1. Submission of Detailed Project Report (DPR) and In-principle Approval letter issued by Banks/FIs in support of investment to be made. 2. Deposit of balance 75% amount of One Time Amount in form of Demand Draft to UPCSFFL. 	90 days from the date of intimation
<ol style="list-style-type: none"> 1. Submission of Final Sanction Letter issued by Banks/FIs in support of investment to be made. 2. Submission of Rs. 9.00 Crores as Security Deposit in the form of Demand Draft or Bank Guarantee to UPCSFFL. 	180 days from the date of intimation
Signing of the Lease Deed, Asset Transfer Agreement and other related documents with the Successful Bidder after Receipt of Bank Guarantee/Demand Draft of Rs. 10.00 crores (9.00 crores + 1.00 crores earnest money) as Security Deposit, Performance Guarantee of Rs. 1.00 crores, DPR and Final Sanction Letter issued by Banks/FIs.	Will be executed after final decision.
Handing over of possession of the assets of the Unit.	After execution of documents

1.5 Liabilities and Employees

- 1.5.1 Majhola Sugar Mill on “as is where is basis” will be transferred to the Developer free from all liabilities (Cane Price, Society Commission, Bank’s Dues, Suppliers Dues, Contractor Dues, Taxes and Duties of Central and State Government, Labour Dues etc.) & pending legal cases and free from all Encumbrances accrued till the Signing Date.
- 1.5.2 Services of existing Permanent/seasonal wage board employees will not be transferred to the Developer.

2. Instructions to Applicants/Bidders

2.1 One Application per Applicant/Bidder

Each Applicant/Bidder is entitled to submit only one Application (Technical and Financial Bid) individually by itself or through a Consortium which intends to bid for the Unit. An Applicant is entitled to submit only one bid and cannot be a party to more than one bid, whether by itself or as a part of a Consortium. Any Applicant found having made more than one Application by itself or as a part of a Consortium shall be liable to be disqualified and will also lead to disqualification of the Consortium(s) of which it is a member.

2.2 Language

The Application and all related correspondence and documents should be written in the English language. Supporting documents and printed literature furnished by the Applicant with the Application may be in any other language provided that they are accompanied by true translations thereof in English language. Supporting materials, which are not translated into English, may not be considered. For the purpose of interpretation and evaluation of the Application, the English language translation shall prevail.

2.3 Currency

The currency for the purpose of the Application shall be the Indian Rupee (INR).

2.4 Eligible Applicants/Bidder

2.4.1 Applicant/Bidder

The Applicant may be a Company or a Consortium or an individual or a Proprietary Firm or a Partnership Firm or a Trust or a Society for taking over the Unit owned by UPCSFFL on “as is where is” basis on Long Term Lease Arrangement. In computing the eligibility criteria of the Applicant/ Consortium Members, the Net Worth of their respective Associates/Group Companies may also be taken into consideration provided that the Applicant/Consortium Member and their Associates or Group Companies shall agree and undertake to be jointly and severally responsible for taking over of the Unit for developing it into Integrated Sugar Complex on Long Term Lease Arrangement and furnishing undertakings for fulfillment of any and all such obligations of the Applicant / Consortium Member as may be required for the Transaction.

In case the Successful Bidder is Consortium it shall form an SPV Company for the transaction before submission of Bids or after declaration as Successful Bidder. The Lease Deed and Asset Transfer Agreement relating to Unit shall be executed in favour of the SPV. In case the Successful Bidder is other than a Consortium, it may also form an SPV and in such case too, Lease Deed and Asset Transfer Agreement shall be executed.

2.4.2 The Applicant/Bidder shall meet the following criteria regarding Net Worth:

Net worth of not less than INR 20 Crores (Rs. Twenty Crores) as per the last audited accounts for the Accounting year which should not have ended before 30th June 2015. For this purpose:

- a. “**Net Worth**” shall be filled in as described as per Annexure-10 and certified by a chartered accountant.
- b. Net Worth shall be calculated according to following formula

(i) In case of Company

Net Worth = (Paid up equity + Reserves) - (Revaluation Reserves + Accumulated Losses + Miscellaneous Expenditure not Written Off)

(i) In case of Consortium

For Company Members Net Worth = (Paid up equity + Reserves) - (Revaluation Reserves + Accumulated Losses + Miscellaneous Expenditure not Written Off)

(iii) In case of Proprietary Firm/Partnership Firm/Society/Trust

Net Worth = (Book value of Tangible Fixed Assets + Investments + Current Assets) – (Secured Loans + Unsecured Loans + Current Liabilities & Provisions)

(iv) In case of an Individual

Solvency Certificate with a minimum value (Assets – Liabilities) of Rs. 20.00 Crores (Rs. Twenty Crores) to be issued by the concerned District Collector or ADM as on the date of certificate

- c. In case of a Consortium the net-worth shall be the weighted average of the net-worth of its members (based on their proposed equity stake i.e. contributions to the equity of Special Purpose Vehicle (SPV) Company formed or to be formed for the Transaction) and each member shall submit information in the form of **Annexure 10** as a proof of its Net-Worth. The Lead Member of the Consortium should satisfy the proportionate net-worth criteria as mentioned in clause 2.4.7 (i.e. the must held a minimum of 26% interest/stake in Consortium and SPV).
- d. In case Applicant is individual, he is not required to fill Net-Worth in **Annexure-10**. However the individual has to append with his Bid a Solvency Certificate in place of **Annexure-10**.
- e. In case the Successful Bidder is other than a Consortium, it may also form an SPV Company before submission of Bid or after declaration as Successful

Bidder for execution of Lease Deed and Asset Transfer Agreement. In case any Successful Bidder other than a Consortium of companies intends to form an SPV, then he would be required to submit a Deed of Undertaking cum Indemnity (as per the format to provided in Annexure-16) prior to execution of Lease Deed and Asset Transfer Agreement.

2.4.3 Financial and Legal Capability

The Financial and legal capability of Applicant/Bidder shall be evaluated based on the detailed information provided by the Successful Bidder as per clause of this Tender Document.

The Applicants are required to certify that all statements made by them and information provided by them is complete, true and accurate to the best of their knowledge and belief. If at a subsequent date it is discovered that the Applicant or any Consortium member did not either possess the requisite qualification or that any part of the information provided in the Application was not accurate or complete in any material respect, the UPCSFFL reserves the right to disqualify any such Applicant from the process of the Transaction.

2.4.4 Foreign Direct Investment (FDI) Norms

The Applicant and/or each member of a Consortium will have to comply with the FDI norms, as applicable for the sugar sector, and will be required to provide satisfactory credentials along with Financial Bid. Non-submission or non-satisfactory submission of credentials may lead to disqualification.

2.4.5 Integrity of the Bidder

The undertaking provided by the Applicant for qualification in terms of integrity of bidders should be in accordance with Annexure-4.

2.4.6 Security Consideration

The Applicants and/or each member of a Consortium which have been charge sheeted or convicted on any matters including matters relating to national security or integrity under the provisions of Indian Penal Code, or Officials Secrets Act, or other relevant legislations shall be disqualified from the bidding process. The Applicant shall be required to submit an undertaking as per **Annexure-4**.

2.4.7 Additional Criteria for Consortium Members

1. In addition to the above mentioned criteria, in case of a Consortium following criteria should also be satisfied by the Applicant/Bidder;
 - a) Members of the Consortium can be a Company.
 - b) The Consortium would need to specify a Lead Member of the Consortium.

- c) The Lead Member would be required to commit to hold a minimum 26% Interest / Stake in the Consortium till the end of three calendar year from the date of Lease Deed.
 - d) The minimum stake of member other than Lead Member in a Consortium should neither be less than 10% Interest/Stake in the Consortium nor higher than the stake of Lead Member.
 - e) The total number of members in a Consortium shall not exceed five (05) members.
 - f) No change in Consortium composition is permitted after submission of the Application/Bid.
 - g) All Applicants are expected to conform to all the regulatory approvals for their respective sectors in India / Uttar Pradesh.
 - h) In case Consortium is Successful Bidder, the following conditions shall apply:
 - i. Lock in period of three year from the date of signing of Lease Agreement.
 - ii. The Lead member of the Consortium shall be required to maintain at least 26% of the interest in the Consortium for initial three year from the date of execution of Lease Deed. However inter se change in shareholding among members is allowed subject to the Lead Member maintaining minimum 26% stake.
2. Each Applicant should have ascertained the applicability as well as complied with the laws of its home country as well as Indian laws and regulations including but not limited to Foreign Direct Investment Guidelines. Any Application not found complying with these guidelines shall be rejected at any stage of the Transaction.

2.4.8 Share Holding in SPV

Each Consortium Member shall hold the same percentage of shareholding in the proposed SPV as it holds in Consortium.

2.4.9 Tender Document

Tender Document containing details of scope of work, eligibility criteria and other terms & conditions may be downloaded from the UPCSFFL website www.upsugarfed.org.

If, Tender Document is downloaded from website of UPCSFFL then an amount towards tender document fess of Rs. 50,000/- plus **12.5% trade Tax or as applicable** in form of Demand Draft in favour of 'U P Co-operative Sugar Factories Federation Limited' payable at Lucknow will be submitted by the Bidder along with technical and Financial Bid in a separate sealed envelope.

2.5 Bid Security and Forfeiture of Bid Security

2.5.1 Applicant/Bidder shall submit **Bid Security for an amount of INR 1,00,00,000 (Rupees One Crore) only**, in the form of Bank Draft in favour of “U P Co-operative Sugar Factories Federation Limited” payable at Lucknow issued by any Schedule Commercial Bank. The Bank Draft shall be valid for a period of 180 days and may be released without interest, earlier in the following situations:

- a) For the Successful Bidder (H1): It will be adjusted in Security amount required for 42 months. On completion of development and start of smooth operation Rs. 1.00 crores bid security along with Rs. 9.00 crores Bank Guarantee or Demand Draft will be refunded by UPCSFFL
- b) For the Second Highest Bidder(H2): After depositing of One Time Amount and In-principle Approval Letter for financial capability by the Highest Bidder (H1) (as detailed in Clause 2.3.4)
- c) For Other Bidders: within 07 days from the date of intimation of selection of First and Second Highest Bidders (H1 and H2)

2.5.2 The entire Bid Security shall be forfeited in any of the following cases:

1. In case a Successful Bidder fails to deposit 25% of One Time Amount within 15 days from the Intimation Date, or
2. In case any Short Listed Bidder withdraws its Financial Bid ,
3. If the Bidder is disqualified for any reason mentioned in this Tender Document after opening of the Financial Bid

2.6 Technical Bid to be Submitted by Applicants - Single Company (separate application for each Unit)

The APPLICATION shall comprise:

1. Application as per the format enclosed as **Annexure-1;**
2. Proposed Investment to be done in three years for development of Integrated Sugar Complex with detailed investment plan in **Annexure-1** and Project Report;
3. Statement of Legal Capacity as per **Annexure-2;**
4. Details of applicant/Bidder as per **Annexure-3;**
5. Undertaking (Security & Integrity) as per **Annexure-4;**

6. Board Resolution giving authority to the Applicant to submit Technical and Financial Bid w.r.t. transfer of assets of the Unit of UPCSFFL on Long Term Lease arrangement. The format for the Board Resolution is provided at **Annexure-5**.
7. A power of attorney as per the format enclosed at **Annexure-6**.
8. Eligibility criteria as per **Annexure-10**.
9. An undertaking (in the format provided in **Annexure-12**) from Group Company/ Associate, if included in the eligibility criteria of Applicant.
10. A Demand draft for INR 1,00,00,000/- (Rupees One crore) only drawn in favour of 'U P Co-operative Sugar Factories Federation Limited' payable at Lucknow towards Bid Security.
11. A certified true copy of the Memorandum of Association and Articles of Association of the Applicant.
12. Audited Financial Statements (Balance Sheet) of last 03 accounting years (latest year not earlier than June, 2015).
13. Last three financial years Income tax returns (AY 2016-17, 2015-16 and 2014-15).
14. Photocopy of receipt of fees deposited for purchasing Tender Document.

2.7 Technical Bid to be Submitted by Applicants - Consortium
(separate application for each Unit)

The APPLICATION shall comprise:

1. Application as per the format enclosed as **Annexure-1**;
2. Proposed Investment to be done in three years for development of Integrated Sugar Complex with detailed investment plan in **Annexure-1** and Project Report;
3. Statement of Legal Capacity with respect to all members of the Consortium as per **Annexure-2**;
4. Details of Applicant/Bidder as per **Annexure-3**;
5. Undertaking (Security & Integrity) as per **Annexure-4**;
6. Power of Attorney, as per **Annexure-7**, by the members of the Consortium to nominate one member as the 'Lead Member';
7. Board Resolution and Power of Attorney by each member of Consortium as per the format enclosed at **Annexure-5** and **Annexure-6**;

8. Memorandum of Understanding (MoU) from the members of the Consortium as per **Annexure-8**;
9. Board Resolutions of each member of Consortium, giving authority to enter into MoU with other members for transfer of assets of the Unit of UPCSFFL on Long Term Lease arrangement as per format provided in **Annexure-9**;
10. Eligibility criteria as per **Annexure-10**;
11. An undertaking (in the format provided in **Annexure-12**) from Group Company/ Associate, if included in the eligibility criteria of any member of Consortium.
12. A Demand draft for INR 1,00,00,000/- (Rupees One crore) only drawn in favour of 'U P Co-operative Sugar Factories Federation Limited' payable at Lucknow towards bid security.
13. A certified true copy of the Memorandum of Association and Articles of Association of all members of the Consortium.
14. Audited Financial Statements (Balance Sheet) of last 3 accounting years (latest year not ending before June, 2015 with respect to each of the members of the consortium).
15. Last three financial years Income tax returns (AY 2016-17, 2015-16 and 2014-15).
16. Photocopy of receipt of fees deposited for purchasing Tender Document.

2.8 Technical Bid to be Submitted by Applicants – Proprietary Firm, Partnership Firm, Society, Trust and Individual
(separate application for each Unit)

The APPLICATION shall comprise:

1. Application as per the format enclosed as **Annexure-1**;
2. Proposed Investment to be done in three years for development of Integrated Sugar Complex with detailed investment plan in **Annexure-1** and Project Report;
3. Statement of Legal Capacity as per **Annexure-2**;
4. Details of Applicant/Bidder as per **Annexure-3**;
5. Undertaking (Security & Integrity) as per **Annexure-4**;
6. In case of proprietary firm or partnership firm or society or trust, a power of attorney as per the format enclosed at **Annexure-6**. An individual cannot grant power of attorney for the purpose of execution/signing of documents in respect

of the Project. However an individual may authorize representatives for representation before the authorities during the meetings, conferences and discussions in respect of the Project.

7. Eligibility criteria as per **Annexure-10**. In case of an individual, the individual is required to submit a Solvency Certificate to be issued by the concerned District Collector or ADM as on the date of certificate, adequately mentioning the net worth for the satisfaction of the eligibility criteria.
8. A Demand draft for INR 1,00,00,000/- (Rupees One crore) only drawn in favour of 'U P Co-operative Sugar Factories Federation Limited' payable at Lucknow towards bid security.
9. A certified true copy the documents of incorporation/formation of such Applicant/Bidder.
10. Audited Financial Statements (Balance Sheet) of last 03 accounting years (latest year not earlier than the year ending on 30th June, 2015).
11. Last three financial years Income tax returns (AY 2016-17, 2015-16 and 2014-15).
12. Photocopy of receipt of fees deposited for purchasing Tender Document.

2.9 Instructions for Submitting Financial Bid

2.9.1 Bid variable

The Bid Variable shall be the Bid Amount. The Bidders shall quote the Bid Amount i.e. amount they are willing to pay as One Time Amount and the amount he is proposing to be invest for development of Integrated Sugar Complex in three years.

- 2.9.2** The Application shall be typed or written in indelible ink and each page shall be signed by the Applicant (Signed in original, not scanned). All the alterations, omissions, additions, or amendments made to the Application shall be initialed by the person (s) signing the Application.

The Applicant would provide all the information as per this Financial Bid. UPCSFFL may evaluate only those Applications that are received in the required format and complete in all respects.

2.10 Format and Signing of Application

The cover envelope containing the Technical Bid, Financial Bid and Annexures thereof shall be clearly identified and addressed to:

Managing Director,
U P Co-operative Sugar Factories Federation Limited
9A, Rana Pratap Marg,
Lucknow-226001

Applicants who have purchased Tender Document on payment of Tender Document fees before the Application Due Date are eligible to submit the Applications. The Applicant should provide all the information along with Annexures as per this Tender Document. UPCSFFL would evaluate only those Applications that are received in the required format and complete in all respects along with all the attachments.

The Application shall be typed / computer printed or written in indelible ink and each page shall be signed by the Applicant. All the alterations, omissions, additions, or amendments made to the Application shall be initialed by the person (s) signing the Application.

Further, two (2) copies of every Application must be submitted in a hard-bound form or a spiral-bound form, with all pages numbered serially, along with an index of submissions. Applicants are required to submit all details only on prescribed format. In the event, any of the instructions mentioned herein have not been adhered to the Application is liable to be rejected.

2.11 Sealing and Marking of Applications

2.11.1 Technical Bid to be Submitted by Applicants

The Application should be submitted in a separate sealed envelope marked **“PRIVATE AND CONFIDENTIAL – TECHNICAL BID FOR QUALIFICATION FOR TRANSFER ON LONG TERM LEASE ARRANGEMENT OF MAJHOLA SUGAR MILL, DISTRICT PILIBHIT OWNED BY UPCSFFL”**

The envelope shall be clearly marked **“TECHNICAL BID - Envelope-1”**.

The Cover should contain the name of authorized representative along with his Mobile, email, Phone and fax number.

2.11.2 Financial Bid to be Submitted by Applicants

The Financial Bid shall be submitted in separate sealed cover for the Unit. The envelope shall be clearly marked **“FINANCIAL BID - Envelope-2”**. It will be containing following sealed envelopes:

Envelope 2-A:

Titled **“PRIVATE AND CONFIDENTIAL – FINANCIAL BID FOR LONG TERM LEASE OF THE MAJHOLA SUGAR MILL (INSERT THE NAME OF UNIT)**

(The envelope shall contain Financial Bid as per the format enclosed as Annexure -17 & 18)

Envelope 2-B:

1. A copy of the “Lease Deed and Asset Transfer Agreement” signed by the authorized signatory of the Applicant (to confirm the acceptance of the final draft of the Lease Deed and Asset Transfer Agreement)
2. FIPB/SIA application, if required

2.12 Application Due Date

The Application should be submitted on the Application Due Date **upto 02.00 PM**. Applications submitted by either **e-mail, facsimile transmission or telex** would **not be acceptable**. Applications submitted after the time stated above will be rejected. UPCSFFL will not be responsible for any delay, loss or non-receipt of Technical Bid along with other documents sent by post / courier. Further, UPCSFFL shall not be responsible for any delay in receiving the Application and reserves the right to reject any or all Applications without assigning any reason thereof. UPCSFFL may, at its sole discretion, extend the **Application Due Date** by issuing an Addendum.

2.13 Modifications / substitution of Applications

No Application shall be modified or substituted or withdrawn by the Applicant after its submission to the UPCSFFL.

2.14 Application Preparation Cost

The Applicant shall be responsible for all of the costs associated with the preparation of its Application as described in this Tender Document, including, without limitation, any and all costs, direct or indirect incurred in verifying, gathering and collating material, information and data, whether included in the Information or not, or on securing the services of advisors and/or consultant, etc. UPCSFFL will not be responsible or in any way liable for such costs.

2.15 Applicant Warranty and UPCSFFL Presumption

It would be deemed that by submitting the Application, the Applicant warrants that it has:

1. Made a complete and careful examination of the Tender Document; and
2. Independently verified all Information mentioned in the Tender Document including PIM as part of this Tender Document.

It shall be further deemed that by submitting the Application to UPCSFFL, UPCSFFL is entitled to presume the existence of and rely on the aforesaid Applicant warranty.

UPCSFFL shall not be liable for any wrongful presumption, mistake or error on the part of the Applicant in respect of the above or in respect of the selection process or the transaction relating to Project generally.

2.16 Amendments to Tender Document

At any time prior to the deadline for submission of Application, UPCSFFL may, for any reason, whether at its own initiative or in response to clarifications requested by an Applicant, modify the Tender Document by the issuance of addenda (the “Addenda or Addendum”, as the case may be) and also on website www.upsugarfed.org and/or published in the print media.

2.17 Validity/ Extension of Validity of Application

Applications shall be valid for a period of 270 days from the **Application Due Date** (the “**Application Validity Period**”). UPCSFFL reserves the right to reject any Application, which does not meet this requirement. In exceptional circumstances, 15 days prior to expiry of the original Application Validity Period, UPCSFFL may request Applicants to extend the Application Validity Period for a specified additional period subject to maximum period of 180 days. If for whatsoever reason, any Applicant does not convey consent, to the extension of the Application Validity Period; its Application will not be considered by UPCSFFL. Such consent shall be required to be communicated in writing before the expiry of the original Application Validity Period.

2.18 Data Room Facility For Due Diligence

The Data Room has been set up by UPCSFFL and the Applicants will be provided access to the Data Room facility to carry out due diligence of the Unit subject to rules and conditions as mentioned in **Annexure-15**.

2.19 Pre-bid Conference

A Pre-bid conference meeting will be held with interested parties on the date mentioned in the Clause 1.4 (Time Schedule) at Lucknow to answer prospective bidder’s queries and any suggestions relating to the Project. Prospective bidders can participate in the pre-bid conference.

Applicants can give any other offer/proposal to be the Project viable and profitable.

After Pre-bid conference State Government/UPCSFFL may consider amending Tender Document based on the suggestions/proposals/demands of Applicants amendment to this Tender Document may be issued.

2.20 Clarifications

Requests for clarifications relating to this Tender Document may be submitted to the following at least 7 days before the Application Due Date and with a mandatory copy to the UPCSFFL as mentioned below. However, UPCSFFL retains the right not to answer any or all of the requests for clarifications:

Managing Director,
U P Co-operative Sugar Factories Federation Limited
9A, Rana Pratap Marg, Lucknow-226001

Phone: (0522) 2200183 Fax (0522) 2627994 (0522)2628310

Website – www.upsugarfed.org

Email ID – upsugarfed@yahoo.co.in

UPCSFFL reserves the right to reject any or all applications without giving any reasons. UPCSFFL and its representatives will not entertain any claim for any expenses whatsoever.

2.21 Right to Accept or Reject Any or All Applications

1. Notwithstanding anything contained in this Technical Bid, UPCSFFL reserves the right to accept or reject any Application and to annul the process of short listing of Applicants and reject all Applications/proposals, at any time, at any stage without any liability or any obligation for such acceptance, rejection or annulment, without assigning any reasons.
2. UPCSFFL reserves the right to reject any Application, if at any time, the Applicant does not respond promptly and thoroughly to requests for supplemental information required for the evaluation of the Application.

2.22 Confidentiality

2.21.1 The Applicants shall be required to sign a Confidentiality Agreement as per Annexure-11 before entry in the Data Room.

2.21.2 Information relating to the examination, clarification, evaluation, and recommendation in relation to the qualified Applicants shall not be disclosed to any person not officially concerned with the process. UPCSFFL will treat all information submitted as part of Application in confidence and would require all those who have access to such information to treat the same in confidence. UPCSFFL will not divulge any such information unless it is ordered to do so by any authority that has power under any provision of law to require its disclosure. UPCSFFL however reserves the right to make public disclosure of the names of the Applicants and short listed Applicants.

2.23 Governing Law/ Jurisdiction

This Transaction shall be governed by the laws of India. All disputes arising out of the process shall be subject to the exclusive jurisdiction of the courts at Lucknow, India.

2.24 Notification of Shortlisted Bidders

The shortlisted bidders would be intimated through email. In addition, all further correspondences thereafter shall also take place through email.

3 General Terms and Conditions

3.1 Terms & Conditions of Transfer of Assets

UPCSFFL shall execute Lease Deed and Asset Transfer Agreement with the Selected Bidder(s) to transfer the assets of Majhola Sugar Mill on Long Term Lease Arrangement. In case the Successful Bidder is a Consortium, the consortium members have to incorporate an SPV in the form of a Company with their respective stake in the Consortium before submission of bid or before signing date for execution of Lease Deed and Asset Transfer Agreement. In case the Successful Bidder is other than a Consortium, it may also form an SPV for execution of Lease Deed and Asset Transfer Agreement. In case any Successful Bidder other than a Consortium intends to form an SPV for execution of Lease Deed and Asset Transfer Agreement, then he would be required to provide a Deed of Undertaking cum Indemnity (as per the format provided in Annexure 16) prior to execution of Lease Deed and Asset Transfer Agreement.

The Lease Deed and Asset Transfer Agreement will be executed in favour of SPV or Successful Bidder, as the case may be. It is made clear to the Bidders that the transfer of assets of Unit shall be in respect of all rights, title and interest of UPCSFFL in and to the Unit, together with all assets on an “as is where is basis”. The transfer of assets will be done under following terms & Conditions;

- 3.1.1 UPCSFFL intends to transfer assets of Majhola Sugar Mill (Unit) on “as is where is” basis for developing a Integrated Sugar Complex, which will essentially comprise of a Sugar Mill with minimum capacity of 2500 TCD, Power Generation Unit of minimum capacity of 10 MW and a distillery of minimum capacity of 30 KLPD. Apart from this Developer can establish and operate stock yard and/or allied industries under Long Term Lease Arrangement for 30 years. The Unit will be transferred on Lease free from all encumbrances. For ensuring availability of sufficient cane for operations Developer will undertake Cane Development program in his command area.
- 3.1.2 As per the Project Report submitted by the Developer, the Project will be developed and operated by the Developer on his own costs or from the funds raised by him from Banks/Financial Institutions. GoUP will not give any financial assistance in development of the Project.
- 3.1.3 Developer has to complete the Project of development of complex within 36 (thirty six) months and during the Lease Period he will operate the Projects continuously.
- 3.1.4 After completion of Lease period the Developer will return the entire Project which will include Land, Building, Plant & Machinery etc. to UPCSFFL on “as is where is” basis as On Going Concern.

3.1.5 The Unit shall be given under Long Term Lease Arrangement for a period of thirty years (30) from the date of the award, at the end of which the developed Integrated Sugar Complex shall be reverted to the UPCSFFL by the Developer. If the operation of Integrated Sugar Complex is found satisfactory, UPCSFFL may, recommend for extension of Lease Period and after approval of Registrar, UP extend the period of Lease for further period of 30 years on the same terms and conditions as are contained in the Lease Deed. In case of such extension of period of lease, Renewal Lease Deed shall be executed between UPCSFFL and Developer. In that event the Integrated Sugar Complex shall revert back to UPCSFFL on the last date of Lease Period as On Going Concern.

3.1.6 Under Long Term Lease Arrangement the Developer has to pay One Time Amount in lieu of existing buildings, plant & machinery, trees etc. and yearly lease rent for the land being given on lease for a period of 30 years.

3.1.7 The Developer has to pay yearly lease rent in lieu of land being given on long term lease which will be revised on completion of every 10 year i.e. from 11th year and from 21st year on following rates;

Unit	From 1 st Year	From 11 th Year	From 21 st Year
Majhola	Rs. 60.00 lakhs	Rs. 90.00 lakhs	Rs. 120.00 lakhs

The lease rent will be payable from the first year of lease period onwards.

Successful Bidder has to submit Bank Guarantee equivalent to the amount of Lease Rent (valid for 18 months) in favour of UP Co-operative Sugar Factories Federation Ltd. Bank Guarantee will be renewed every year during the entire Lease Period. In case Developer fails to pay yearly Lease Rent in stipulated period, UPCSFFL shall have right to invoke the Bank Guarantee and realised the yearly Lease Rent Developer shall replenish the Bank Guarantee within 7 days thereafter.

3.1.8 In case of renewal of Lease for further period of 30 (thirty) years, yearly Lease Rent shall be payable in the following manner;

Unit	From 31 st Year	From 41 st Year	From 51 st Year
Majhola	Rs. 240.00 lakhs	Rs. 360.00 lakhs	Rs. 480.00 lakhs

3.1.9 Assets of Majhola Sugar Mill will be transferred to the Developer free from all liabilities (Cane Price, Society Commission, Bank's/FI's Dues, Suppliers Dues, Contractor Dues, Taxes and Duties of Central and State Government, Labour Dues etc.) & pending legal cases and free from all Encumbrances accrued till the Signing Date. In the same way the liabilities and pending legal cases on transfer date will not be transferred back to UPCSFFL on completion of Lease Period.

- 3.1.10 Developer will be given right to mortgage the assets of UPSSFLL transferred to them and/or developed by them to raise term loans/working capital loans from Banks/Financial Institutions. For mortgaging the assets of the Unit Developer has to take prior NOC from UPSSFLL and Registrar, UP. Developer has to ensure that repayment of principle & interest of loan is scheduled in such a way that all the repayments are completed prior to 05 years of end of original lease period (i.e. before 26th year from Signing Date). If Developer is not able to get the land mortgage free as per above conditions, he will be given chance of hearing that why the assets not be taken over by UPPSCL. If, after hearing UPSSFLL is not satisfied then the assets of the Integrated Sugar Complex shall be taken over by UPSSFLL without prejudice to other legal remedy available to it.
- 3.1.11 Services of existing Permanent/seasonal wage board employees will not be transferred to the Developer. They will remain employees of UPSSFLL.
- 3.1.12 Developer will provide a Security Deposit of total value of Rs. 10.00 crores in shape of Demand Draft or Bank Guarantee in favour of UPSSFLL for a period of 42 months. He is expected to develop and operate smoothly the Integrated Sugar Complex within 36 months. On completion of development and start of smooth operation Rs. 10.00 crores of Security Deposit shall be released by UPSSFLL. The amount will be interest free.
- 3.1.13 Following Exemptions & Re-imburements will be applicable for 05 years as per terms of Sugar Promotion Policy, 2013 to the Developer of the Project
1. Re-imburement of 5% interest on loan from Banks & Financial Institutions for plant & machinery.
 2. Exemption from reservation of molasses for country liquor.
- Developer will be entitled for above mentioned exemptions & re-imburements after start of commercial production of Sugar Mill, Cogen Plant, Distillery and other allied industries. If date of start of commercial production is different for each plant, then Developer will be entitled for above mentioned exemptions & re-imburements related to that particular plant from start of commercial production for that particular plant i.e. start of exemptions & re-imburements will be different for each plant in case date of commercial production is different. Apart from this rest other terms and conditions of Sugar Promotion Policy, 2013 will remain same.
- 3.1.14 The land will not be used for any other purpose except for development of Integrated Sugar Complex and land will not be damaged and diverted for any other purpose except as mentioned in clause 3.1.1.

- 3.1.15 The land and the developed Integrated Sugar Complex will not be sub-let or sub-leased to any other third party. Land use of the land being given on lease will not be changed.
- 3.1.16 Developer will provide In-principal Approval Letter and Final Sanction letter of loan from bankers/FIs for developing Integrated Sugar Complex and will also submit banker/FIs approved detailed Project report to prove that he is financially capable to invest the amount required for developing Integrated Sugar Complex.
- 3.1.17 If Developer is not taking loan, then he will provide financial certificate from banker/FI that he is financially capable to invest the amount required for developing integrated complex.
- 3.1.18 After the satisfaction of UPCSFFL that the Developer is financially capable of developing Integrated Sugar Complex in prescribed period and depositing Rs. 10.00 crores as Security Deposit in form of Demand Draft or Bank Guarantee, Lease Deed and Asset Transfer Agreement and other transaction documents will be executed and the possession of Unit will be given.
- 3.1.19 The Developer shall be responsible for obtaining all the necessary IEM/clearances/approvals/permits/licenses etc. required for completion and operation of the Project during the term of Lease. The GoUP will facilitate for obtaining them.
- 3.1.20 The Developer shall, to the extent it is feasible to do so, utilize all existing and usable building, plant and machinery, trees etc for developing Integrated Sugar Complex. However, there shall be no restriction on demolition and disposal of any building, plant and machinery, trees etc. which are not usable/feasible.

3.2 Governing Law/ Jurisdiction

This Transaction shall be governed by the laws of India. All disputes arising relating to the process for transfer of assets of Unit shall be subject to the exclusive jurisdiction of the courts at Lucknow, Uttar Pradesh, India.

3.3 Offer and Payment Schedule

3.3.1 The Shortlisted Applicants are required to submit an offer (Financial Bid) is as under;

1. One time Amount for Assets i.e. Buildings, Plant & Machinery, trees etc. being transferred of the said Unit of UPCSFFL under Long Term Lease Arrangement.
2. Proposed Investment to be done by Developer in three years for development of Integrated Sugar Complex.

3. Assurance of paying yearly lease rent as per clause 3.1.7 of this Tender Document. The yearly rent will be payable in advance

3.3.2 Payment of One Time Amount

One Time Amount will be paid by the successful bidder to UPCSFFL in two installments after declaration of Successful Bidder in the form of a Bank Draft issued by any Scheduled Commercial Bank in favour of "UP Co-operative Sugar Factories Federation Limited" payable at Lucknow as under;

- a) 25% of One Time Amount within 15 days of declaration of Successful Bidder.
- b) Balance 75% of One Time Amount along with In-principle Approval letter of Banks/ Financial Institutions.

3.3.3 Proposed Investment

Applicant has to inform in Annexure-18 that what is proposed investment to be done in 36 months for development of Integrated Sugar Complex. The Minimum Investment criteria is Rs. 220.00 crores. Applicant has to submit proposed investment plan with Project report. Proposed investment will be given weightage as per clause of Tender Document for financing of Bid.

3.3.4 Security Deposit

Successful Bidder has to provide Rs. 10.00 crores as Security Deposit for a period of 42 months to UPCSFFL along with Final Sanction Letter of bankers/FIs. The amount will be interest free. Security Deposit shall be either in the form of Demand Draft or Bank Guarantee in favour of UPCSFFL payable at Lucknow.

Developer is expected to develop and operate smoothly the Integrated Sugar Complex within 36 months. After 06 months of successful completion of development, start of smooth operation of Integrated Sugar Complex and start of commercial production Rs. 10.00 crores Security Deposit shall be released by UPCSFFL. Provided that the period of release can be extended if, UPCSFFL is not satisfied that the Project has been successfully developed. For this Developer will increase validity period of Bank Guarantee for another 06 months.

3.3.5 Financial Capability letter

- a) Successful Bidder will provide In-principal Approval Letter of loan from Bankers/FIs for developing Integrated Complex and will also submit approved detailed Project report duly forwarded by Bankers/FIs to prove that he is financially capable to invest the amount required for developing Integrated Sugar Complex within 90 days of issue of Intimation letter and LOI.

- b) After submission of In-principal Approval letter of loan from Bankers/FIs within 90 days he has to submit Final Sanction Letter for disbursement of loan of Bankers/FIs
- c) If Successful Bidder is not taking loan, then he will provide financial certificate from Bankers/FIs that he is financially capable to invest the amount required for developing integrated complex.
- d) On request of Successful Bidder the time period of submission of In-principle Approval Letter of Bankers/FIs can be considered for extension of another 60 days by UPCSFFL. In the same way on request of Successful bidder the time period of submission of Final Sanction Letter of Bankers/FIs can be considered for extension of another 60 days by UPCSFFL.

3.3.6 Registration of Lease Deed and other documents and transfer of Assets

On depositing One Time Amount, Rs. 10.00 crores as Security Deposit amount in form of Bank Guarantee or Demand Draft, Rs. 1.00 crores Performance Bank Guarantee along with submission of Final Sanction Letter of Banker's/Fl's and approved detailed Project report the Lease Deed, Asset Transfer Agreement and other transaction documents will be executed and registered between Developer and UPCSFFL. After execution of Lease Deed, Asset Transfer Agreement and other transaction documents the assets of the Unit will be transferred to the Developer.

3.3.7 Default or Breach by the Developer

3.3.7.1 After payment of Security Deposit of Rs. 10.00 crores and Performance Bank Guarantee of Rs. 1.00 crores or at any other stage, if the Bidder/Developer breaches any of the terms and conditions of Lease Deed, the entire amount paid by the Bidder/Developer along with Security Deposit of Rs. 10.00 crores and Performance Bank Guarantee of Rs. 1.00 crore up to that point, shall be forfeited and the process of selection of Developer may be started de novo, if UPCSFFL so decides. However, if the Developer breaches any of the terms and conditions of Lease Deed after release of Security Deposit, Performance Bank Guarantee shall be invoked/forfeited.

3.3.7.2 Before invoking/forfeiting the Security Deposit or Performance Bank Guarantee or both, as the case may be, Developer shall be given opportunity of hearing. After providing opportunities of hearing, if UPCSFFL decides to invoke/forfeit the Security Deposit or Performance Bank Guarantee, UPCSFFL shall terminate the Lease and invoke/forfeit the Security Deposit or Performance Bank Guarantee or both as the case may be and shall enter the premises of the Unit.

3.5 Stamp Duty and Registration Fees

The Developer shall bear the Stamp duty and registration fee as per Applicable Laws on the Lease Deed, Asset Transfer Agreement and other Transaction Documents.

3.4 Legal Proceedings

There are legal proceedings pending before courts and forums relating to Unit of UPCSFFL. The details of such proceedings would be available in the Legal Due Diligence Report in the Data Room and all applicants are advised to undertake a thorough due diligence in the Data Room in relation to all legal proceedings and other legal matters pertaining to the Unit. However, the legal cases will not be transferred to the Developer and no legal cases will be reverted back by Developer after expiry of Lease period.

4 Evaluation of Bid

4.1 Opening of Technical Bid

1. A committee duly constituted by UPCSFFL would open the Applications at 03.00 PM on 25/01/2017 for the purpose of evaluation of Technical Bid (Envelope-1). Applicants may depute their authorized representatives to the address mentioned below for witnessing the opening of the Technical Bid.

Address for opening the Technical Bid

Managing Director,
U P Co-operative Sugar Factories Federation Limited
9A, Rana Pratap Marg, Lucknow-226001
Phone: (0522) 2200183 Fax (0522) 2627994 (0522)2628310
Website – www.upsugarfed.org
Email ID – upsugarfed@yahoo.co.in

2. The opening of envelopes will continue, if necessary in more than one session sometimes spreading over more than one day.
3. UPCSFFL would subsequently examine and evaluate the Applications in accordance with the criteria set out in this Tender Document. The Applicants qualifying the Technical Bid will be eligible for Financial Bid stage. Financial Bids of shortlisted bidders will only be opened.

4.2 Technical Evaluation

UPCSFFL shall assess the Technical Bid submitted by the Applicants on the following parameters:

1. A Demand draft for INR 1,00,00,000/- (Rupees One crore) only drawn in favour of 'U P Co-operative Sugar Factories Federation Limited.' payable at Lucknow towards Bid Security.
2. Net Worth.
3. Technical and legal capability.
4. FDI restrictions (if any).
5. Integrity of the Bidder.
6. Security Consideration.
7. Project Report
8. Other documents required to be submitted with Technical Bid.

An Applicant may be disqualified if the information provided does not meet any one of the above criteria.

Bidders who have qualified technical criteria will be selected as Shortlisted Bidders by UPCSFFL.

4.3 Financial Bid Opening and Evaluation of Application

1. A committee duly constituted by UPCSFFL – would open the Financial Bid (Envelope-2) of the Shortlisted Bidders at 15.00 hours on the Bid Opening Date. Applicants may depute their representatives at the address mentioned in Clause 4.1 for witnessing the opening of the Financial Bid.
2. Members of the above Committee shall authenticate each Financial Bid envelope without opening it by signing on the envelopes. Thereafter the signatures of each present Bidder(s) will be taken on each envelope.
3. The opening of Financial Bids will continue, if necessary in more than one session sometimes spreading over more than one day.
4. Then the sealed envelope – 2-A containing the Financial Bids (on which signatures of Members of above Committee and the Bidders had been obtained) will be opened and signature of the Members of Committee and the bidders obtained on the reverse of the Financial Bids. The signatures of the Bidders are obtained to give comfort to the Bidders that no tampering could take place even after this stage in the bids submitted by them. Their signatures are obtained on the reverse to ensure that none of the Bidders comes to know what bid the others have submitted.
5. Evaluation of technical and financial bid will be done as under;
 - i. Weightage will be given to following parameters;

a. Proposed minimum investment in 36 months	60%
b. One time Amount	40%
 - ii. Bidder proposing highest investment intended to be incurred will be given 100 marks and other bidders will be given marks in same proportion. Marks will be given weightage of 60%
 - iii. Bidder proposing highest One Time Amount will be given 100 marks and other bidders will be given marks in same proportion. Marks will be given weightage of 40%
 - iv. Weightage points of both proposed investment and One Time Amount will be added up and the bidder with highest marks will be marked as H1 and accordingly second highest as H2.
6. Thereafter, the Bidders shall withdraw from the meeting and the Committee makes its recommendations on whether or not to accept the highest bid in view of the Minimum Investment criteria of Rs. 220.00 crores and Reserved One time premium and any other revised offer/proposals parameters submitted, based on the following;
 - i. The highest bidder (H1) will be recommended by UPCSFFL and the recommendations of UPCSFFL will be send to GoUP for approval.
 - ii. On getting approval of GoUP the highest Bidder (H1) shall be considered for the eventual Long Term Lease of Unit. In case the first highest bidder prefers to withdraw from the process, the offer of the Second Highest Bidder (H2) may be considered for the Long Term Lease Arrangement.

- iii. The first two highest Applicants qualifying the Financial Bid stage will also be informed by E-Mail on the E-mail addresses submitted by them. .
- iv. In case any of the above two highest Applicants withdraws its Financial Bid, their Bid Security will be forfeited.
- v. In case same amount of the highest bid for a Unit is quoted by more than one Bidder, the Committee may ask each of them to submit fresh sealed bid on the same date which should not be lesser than original bid.
- vi. The Successful Bidder, finally selected by UPCSFFL will be intimated over email.
- vii. If a single Financial Bid is received in respect of the Unit and the Bid is above the Minimum Investment criteria and Reserved One Time Amount Committee may recommend to GoUP to accept the single tender and the decision of GoUP will be final and binding on all.

4.4 Disqualification

Notwithstanding anything to the contrary contained in this Tender Document and without prejudice to any of the rights or remedies of the UPCSFFL, the UPCSFFL shall be entitled to in its sole discretion to determine that an Applicant is to be disqualified at any stage of the process and its participation in the process and/or its TECHNICAL BID and/or FINANCIAL BID and subsequent submissions be dropped from further consideration for any of the reasons including without limitations those listed below:

1. The Applicant or in case of a Consortium, any member of the Consortium has made, incorrect, misleading or false representations in the forms, statements and attachments submitted, whether intentionally or unintentionally; or
2. If the Bidder has quoted proposed Investment less than the Minimum Investment criteria of Rs. 220.00 crores then the Technical Bid will be rejected; or
3. The TECHNICAL BID and/or FINANCIAL BID submitted by the Applicant is in any respect inconsistent with, or demonstrate any failure to comply with, the provisions of the Tender Document; or
4. Failure to comply with other material requirement of this Tender Document; or
5. Failure to comply with the reasonable requests of UPCSFFL in relation to the Process; or
6. Breach of the confidentiality agreement (Non Disclosure Agreement) by the Applicant or the Consortium or any member of a Consortium; or

7. If it is discovered at any time that the Applicant or the Consortium or any member of a Consortium is subject matter of winding up or insolvency or other proceedings of similar nature; or
8. Any information regarding the Applicant which becomes known to UPCSFFL and which is detrimental to proposed process and/or the interests of UPCSFFL ; or
9. Initiation or existence of any legal proceedings, by or against the Applicant in respect of UPCSFFL, which proceeding may be prejudiced by the participation of the Applicant in the short listing of Applicants; or
10. Any restrictions or limitations have been put on the Applicant or any member of the Consortium pursuant to any regulatory or statutory guidelines to participate in the process; or
11. The Applicant and in case of Consortium, any member has been convicted for an offence under any legislation designed to protect the members of the public from financial loss due to dishonesty, incompetence or malpractice; or
12. The Applicant and in case of Consortium, any member has been convicted or charge sheeted for any offence under any legislation of whatsoever nature; or
13. The Applicant or any member of the Consortium has been disqualified from participating in the disinvestment process either by Government of India or any of the State Governments/ Union Territory Governments; Mere pendency of an appeal against the order of disqualification, if any, passed by Government of India or any of the State Governments/ Union Territory Governments will have no effect on the disqualification of Applicant or any member of Consortium; or
14. If information becomes known after the Applicant has been qualified at any stage to proceed with the process, which would have entitled UPCSFFL to reject or disqualify the relevant Applicant/Consortium, UPCSFFL/ reserves the right to reject or disqualify the relevant Applicant/Consortium at that time, or at any time, such information becomes known to the UPCSFFL. Where such party is a Consortium, UPCSFFL may disqualify the entire Consortium, even if it applies to only one member of the Consortium.

UPCSFFL's determination that one or more of the events specified above have occurred shall be final and conclusive.

Section II – Annexures

Annexure 1: Application – Technical Bid

(To be forwarded on the letter-head of the Applicant/Lead Members of the Consortium submitting the proposal)

Ref: _____

Date: _____

To.

Managing Director,
U P Co-operative Sugar Factories Federation Limited
9A, Rana Pratap Marg,
Lucknow-226001

SUB: APPLICATION – FOR DEVELOPMENT OF INTEGRATED SUGAR COMPLEX AT MAJHOLA SUGAR MILL OF UPCSFFL UNDER LONG TERM LEASE ARRANGEMENT

Sir,

We refer to the advertisement dated _____ 2016 inviting application on the above subject.

As specified in the advertisement, we have read and understood the contents of the Tender Document and are desirous of participating in the above process, and for this purpose:

We propose to submit our application in individual capacity as _____
(insert name of the company or individual or Proprietary Firm or Partnership Firm or Trust or Society)

OR

In case of Consortium. We have formed a SPV company or propose to form SPV and consists of _____ members as follows:

1. _____ (insert name)
2. _____ (insert name)
3. _____ (insert name)
4. _____ (insert name)

We, have formed the Consortium vide Memorandum of Understanding dated _____.

We, the undersigned, hereby confirm the following:

- a. We understand that Unit of UPCSFFL is proposed to be developed into Integrated Sugar Complex under Long Term Lease Arrangement and we are interested in bidding for the same. We believe that we/our consortium satisfy the eligibility criteria as laid down by UPCSFFL in Tender Document.

- b. We certify that in regard to matters other than security and integrity of the country, we have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which would cast a doubt on our ability to manage Unit of UPCSFFL when it is transferred on Long Term Lease Arrangement or which relates to a grave offence that outrages the moral sense of the community.
- c. We further certify that in regards to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by a Court of Law for any offence committed by us or by any of our sister concerns.
- d. We undertake that in case due to any change in facts or circumstances during the pendency of the Lease process, we are attracted by the provisions of disqualification in terms of the subject guidelines; we would intimate the UPCSFFL of the same immediately.
- e. The Statement of Legal Capacity and Application, duly signed by us/ respective members, who jointly satisfy the eligibility criteria are enclosed.
- f. Our Application is valid till **270 days** from the **Application Due Date**.
- g. The Lead Member of the Applicant is [-----].
(Applicable only in the case of a Consortium)
- h. UPCSFFL and its authorized representatives are hereby authorized to conduct any inquiries or investigations to verify the statements, documents, and information submitted in connection with this Application, and to seek clarification from our bankers and clients regarding any financial and technical aspects. This letter of Application will also serve as authorization to any individual or authorized representative of any company referred to in the supporting information, to provide such information deemed necessary and requested by UPCSFFL to verify statements and information provided in this application, or with regard to the resources, experience, and competence of the Applicant.
- i. We have a track record of reputation for operating in a manner what is consistent with standards of good corporate governance, financial strength and integrity.

We understand that only after satisfying our Technical and Financial capabilities Lease Deed, Asset Transfer Agreement and other Documents will be executed and possession of Unit will be given to us.

We shall be glad to receive further communication on the subject.

Yours faithfully,

Individual/ Authorized Signatory

For and on behalf of

(Name of the Applicant or Lead Member in case of Consortium)

Enclosure: As mentioned in Clause _____ (whichever is applicable)

Annexure 2: Statement of legal capacity

(To be forwarded on the letter head of the Applicant/each member of the Consortium)

Reference no: _____

Date: _____

To,

Managing Director,
U P Co-operative Sugar Factories Federation Limited
9A, Rana Pratap Marg,
Lucknow-226001

Sub: Statement for Legal Capacity

Sir,

This is with reference to the advertisement dated _____ 2016 inviting Bid for transfer of Unit of U P Co-operative Sugar Factories Federation Limited (UPCSFLL) under Long Term Lease Arrangement ("**The Transaction**").

We have read and understood the content of this Tender Document and the advertisement.

(For Company/ Individual/ Proprietary Firm/Partnership Firm/Trust/ Society)*

We _____(name of the Company/ Individual/ Proprietary Firm/Partnership Firm/Trust/ Society) satisfy the eligibility criteria as detailed in the Tender Document.

(For Consortium)*

We _____(name of the member)/ We are a member of Consortium (constitution of which has been described in the Memorandum of Understanding), which jointly satisfies the eligibility criteria as detailed in the Tender Document. We have agreed that [-----] (insert member's name) will act as a Lead Member of our Consortium.

We have agreed that [-----] (the undersigned) (insert individual's name) will act as the representative of our Company/Consortium/ Individual/ Proprietary Firm/Partnership Firm/ Trust/ Society * and on our behalf and has been duly authorized to submit the Application. Further, the authorized signatory is vested with requisite powers to furnish such letter as required by UPCSFLL and authenticate the same*.

Yours Faithfully,

Individual/ Authorized Signatory,
For on behalf of (party/member)

** Strike out whichever is not applicable*

Annexure 3: Request for qualification

(To be submitted by Applicant / Lead member of the Consortium)

Details of Applicant

1. Name
2. Constitution (Tick Where applicable)
 - i. Public Limited Company
 - ii. Private Limited Company
 - iii. Proprietary Firm
 - iv. Partnership Firm
 - v. Individual
 - vi. Trust
 - vii. Society
 - viii. Others, (please specify)

If the Applicant is a foreign company/OCB, specify list of statutory approvals from GoUP/UPCSFFL/RBI/FIPB applied for/obtained/awaited:

3. Sector (Tick Where applicable)
 - i. Public Sector
 - ii. Joint Sector
 - iii. Others, (please specify)

4. Details of the Shareholding Pattern:

5. Details of Board of Directors;

6. In case of a Consortium:

(a) The information above (1-3) should be provided for all the members of the Consortium.

(b) Information regarding role of each member of the Consortium should be provided as per table below:

S. No.	Name of Member	Expected % Interest	Role
1			Lead Member *
2			Member satisfying Technical Capability
3			Member satisfying Technical Capability
4			Member satisfying Technical Capability

**Specify whether Lead Member or Member*

7. Brief description of the Company/Consortium (each member)/ Individual/ Proprietary Firm/ Partnership Firm/ Trust/ Society including details of its main lines of business and proposed role and responsibilities in this Project.
8. Details of Promoters.
9. Date and Place of incorporation
10. Date of commencement of business
11. Address, Mobile Number, Phone Number, and Fax Number of the Corporate headquarters and Head Office(s) of the Company/ Consortium (member)/ Individual/ Proprietary Firm/Partnership Firm/ Trust/ Society, if any, in India
 - a. Registered Office
 - b. Head Office
12. Address of correspondence:
13. E-Mail (Mandatory)
14. Details of Contingent Liability (if any) that may have or would reasonably be expected to have a material adverse affect on the business and operations of the Applicant in any manner whatever;.
15. Stock Exchanges where listed, if applicable
16. Regulator
17. Background of the Key Promoters (Individuals) of the Company/ Consortium/ Trust/ Society
18. Name, Designation, Address and Phone Numbers of Authorized Signatory, who shall also be the point of contact/communication for the Applicant:
 - (a) Name :
 - (b) Designation :
 - (c) Company :
 - (d) Address :
 - (e) Telephone Number :
 - (f) Mobile No.
 - (g) E-Mail Address :
 - (h) Fax Number :

Individual/ Authorized Signatory

Place:

Date:

Annexure 4: Undertaking (Security & Integrity) on Applicant/Bidder Letter head

1. We certify that in regard to matters other than security and integrity of the country, we have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which would cast a doubt on our ability to manage the public sector Unit when it is Leased out or which relates to a grave offence that outrages the moral sense of the community.
2. We further certify that in regards to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by a Court of Law for any offence committed by us or by any of our sister concerns.
3. We undertake that in case due to any change in facts or circumstances during the pendency of the Lease process, we are attracted by the provisions of disqualification in terms of the subject guidelines; we would intimate the Registrar, UP/ UPSCSFFL of the same immediately.
4. We also certify that we have not been disqualified from participating in the disinvestment/PPP/Lease processes either by Government of India or any of the State Governments.

Yours Faithfully

(Individual/ Authorised Signatory)

On behalf of the Company/ Each member of the Consortium/ Individual/ Proprietary Firm/ Partnership Firm/ Trust/ Society

Annexure 5: Certified copy of the Board resolution

(On the letter head of the Applicant/Bidder)

“RESOLVED THAT approval of the Board be and is hereby granted to submit the Technical Bid and Financial Bid, and all the supporting documents for developing the Unit owned by UPCSFFL on “as is where is” basis under Long Term Lease Arrangement.

RESOLVED FURTHER THAT Mr. _____ (name), _____(designation) be and is hereby authorised to represent the Applicant/Bidder before UPCSFFL for all purposes with regard to this bidding process, sign all the bidding/transactional documents and submit them before the appropriate authority and do any other acts as required.

Director or Company Secretary of Applicant/Bidder

Name:

Signature:
(Seal)

Annexure 6: Format for Power of Attorney for Signing the Technical Bid and Financial Bid

(Duly attested by the notary public for signing in case of an Applicant other than Individual)

<On the Stamp Paper >

Power of Attorney

Know all men by these presents on this the ___ day of _____, 2016, we (name and address of the registered office) do hereby constitute, appoint and authorize Mr./Ms..... (name and residential address) who is presently employed with us and holding the position of as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our Technical Bid and Financial Bid for developing _____ Sugar Mill of UPCSFFL under Long Term Lease Arrangement (the **Transaction**), including signing and submission of all the documents and providing information / responses to UPCSFFL , representing us in all matters before GoUP/ UPCSFFL , and generally dealing with UPCSFFL in all matters in connection with our bid for the said Transaction.

We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us.

Accepted

For _____
**(Name of Company/Trust/Society)
and Common Seal of the Company**

..... (Signature)
(Name, Title and Address of the Attorney)

Date:
Place:

(Notary)
(Should sign on the same date as above)

Annexure 7: Format for Power of Attorney for Lead Member of Consortium

(On a Stamp Paper and duly attested by notary public)

Power Of Attorney

Whereas UPCSFFL has invited expression of interest and supporting documents from interested parties for developing the Majhola Sugar Mill of UPCSFFL individually under Long Term Lease Arrangement.

Whereas, the members of the Consortium are interested in expressing their interest in bidding for developing the Majhola Sugar Mill of UPCSFFL under Long Term Lease Arrangement (“**the Transaction**”) in accordance with the terms and conditions of the Technical Bid and other connected documents including Financial Bid in respect of the Transaction, and

Whereas, it is necessary under the Tender Document for the members of the Consortium to designate one of them as the Lead Member with all necessary power and authority to do for and on behalf of the Consortium, all acts, deeds and things as may be necessary in connection with the Consortium’s participation in the Transaction.

NOW THIS POWER OF ATTORNEY WITNESSETH THAT;

We, M/s. -----, M/s ----- M/s. -----, and M/s..... (the respective names and addresses of the registered office) do hereby designate M/s.....being one of the members of the Consortium, as the Lead Member of the Consortium, to do on behalf of the Consortium, all or any of the acts, deeds or things necessary or incidental to the Consortium’s expression of interest for the Transaction, including submission of application / proposal, participating in conferences, responding to queries, submission of information / documents and generally to represent the Consortium in all its dealings with UPCSFFL, any other Government Agency or any person, in connection with the transaction until culmination of the process of bidding.

We hereby agree to ratify all acts, deeds and things lawfully done by the Lead Member pursuant to this Power of Attorney and that all acts deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us/Consortium.

Dated this theDay of2016

.....
(Executants)

(To be executed by all the members of the Consortium)

Common Seal

Place:

Accepted

..... (Signature)

(Name, Title and Address of the Lead Member / Attorney)

(Notary)

(Should sign on the same date as above)

Annexure 8: Format for Memorandum of Understanding for the Consortium

This Memorandum of Understanding (“MoU”) entered into this ___ day of _____ 2016 at _____

Between

(hereinafter referred as” _____”) and having office at _____,
India **Party of the First Part**

AND

(hereinafter referred as” _____”) and having office at _____,
India **Party of the Second Part**

AND

(hereinafter referred as” _____”) and having office at _____,
India **Party of the Third Part**

AND

(hereinafter referred as” _____”) and having office at _____,
India **Party of the Fourth Part**

AND

(hereinafter referred as” _____”) and having office at _____,
India

The Party of the First Part, Party of the Second Part, Party of the Third Part, and the Party of the Fourth Part are individually referred to as “**Party**” and collectively as “**Parties**”.

WHEREAS UPCSFFL has invited Application for Technical and Financial Bid for transfer of Majhola Sugar Mill of UPCSFFL under Long Term Lease arrangement for development into an Integrated Complex .

AND WHEREAS the Parties have had discussions for formation of a Consortium for expressing their interest in bidding for the taking over Unit of UPCSFFL (“**the Transaction**”) under Long Term Lease arrangement and have reached an understanding on the following points with respect to the Parties’ rights and obligations towards each other and their working relationship.

IT IS HEREBY AS MUTUAL UNDERSTANDING OF THE PARTIES AGREED AND DECLARED AS FOLLOWS:

That the Parties have formed this Consortium (“Consortium”) with the shareholding commitments expressly stated in this MoU.

1. That M/s _____ whose is a Lead Member, shall invest and continue to invest in at least 26% of the Interest of the Consortium, up-to a period of 3 year from the date of Lease Deed to be executed by UPCSFFL. M/s _____ shall, as a Lead Member, represent the Consortium on behalf of all members of Consortium. All acts, deeds and things done by aforesaid Lead Member shall and shall always be deemed to have been done by all members of Consortium. The investment by the other Members of the Consortium shall be as under :
.....
.....
.....
2. That the shareholding commitments shall be recorded in this MoU and no changes shall be allowed thereof, except in accordance with the provisions as laid down in Tender Document and Lease Agreement.
3. That the Parties shall carry out all responsibilities as agreed upon in terms of the Lease Deed, Asset Transfer Agreement, Technical and Financial Bid.
4. That the Parties shall be jointly and severally liable in accordance with the terms of the Lease Deed and Asset Transfer Agreement.
5. That this MoU shall be governed in accordance with the laws of India and courts in _____ shall have exclusive jurisdiction to adjudicate disputes arising from the terms herein.
6. That the members of the Consortium has made an SPV in name of M/s _____ for participating in tender process.
7. That we will constitute an SPV after we are declared successful bidder in the process.

In witness whereof the Parties affirm that the information provided is accurate and true and have caused this MoU to be duly executed on the date and year hereinabove mentioned.

.....
(Party of the First Part)

.....
(Party of the Second part)

.....
(Party of the Third Part)

.....
(Party of the Fourth Part)

Witnesses:

- 1.
- 2.

Note: The members of consortium may add any other terms and conditions as may be mutually decided by them and which are not inconsistent with the terms & conditions mentioned above.

Annexure 9: Board of Resolution - Consortium

(On the letter head of the each consortium member)

FORMAT FOR BOARD RESOLUTION FOR COMPANIES (if they are member)

“RESOLVED THAT approval of the Board be and is hereby granted to form and join the Consortium with _____, _____, _____, and _____ (names and addresses of the Consortium members) for submitting their Technical Bid and Financial Bid and supporting documents to develop the ___ Sugar Mill of UPCSFFL under Long Term Lease Arrangement (**“the Transaction”**) pursuant to the Technical and Financial Bid dated..... issued by UPCSFFL.

“RESOLVED FURTHER THAT the “draft” Memorandum of Understanding (“MoU”) to be entered into with the Consortium partners (a copy whereof duly initialed by the Chairman is tabled in the meeting) be and is hereby approved.”

“RESOLVED FURTHER THAT Mr. _____ (name), _____ (designation) be and is hereby authorised to enter into the MoU, on behalf of the company, with the Consortium members.

(For an ordinary member of the Consortium)

RESOLVED FURTHER THAT Mr. _____ (name) _____ (designation) be and is hereby authorised to execute a Power of Attorney in favour of _____ to act as the Lead Member and provide all the information/documents required from the Company to participate in the bidding process as a member of the Consortium.

OR

(For the Lead Member of the Consortium)

RESOLVED FURTHER THAT Mr. _____ (name) _____ (designation) be and is hereby authorised to accept a Power of Attorney granted by the other members of the Consortium, to act as the Lead Member and provide all the information/documents required from the Company to participate in the bidding process as a member of the Consortium, to represent the Consortium before UPCSFFL for all purposes with regard to this bidding process, sign all the bidding documents and submit them before the appropriate authority and do any other acts as required.

Annexure 10: Eligibility Criteria

Financial Capability of an Applicant or all the members of the Consortium

Name of Member: _____ % Shareholding in the Consortium

1
2
3
4

Lead Member: _____

S. No.	Financial information in Rupee (equivalent, with exchange rate, at the end of concerned year)	Member 1 (AY*)	Member 2(AY*)	Member 3(AY*)	Member 4(AY*)	Weighted Average
1.	NETWORTH					
A	Paid up Equity					
B	Reserves					
C	Revaluation Reserves & Special Reserves if any					
D	Accumulated Losses (if any)					
E	Miscellaneous Expenditure not written off					
	Net Worth = (Paid up equity + Reserves) - (Revaluation Reserves + Accumulated Losses + Miscellaneous Expenditure not Written Off)					

* Audited Accounting Year should not have ended earlier than June 30, 2015.

** The above formulae shall be suitably modified, in case the applicant is an individual or a Proprietary Firm or a Partnership Firm or a Trust or a Society, as provided in clause 2.4.2.

Whether Lead member satisfies proportionate Net Worth Criteria i.e. Net Worth of Lead Member > 10.00 crores * stake in consortium: (Yes / No)

Note:

1. This information should be extracted from the Audited Annual financial Statement/ Balance Sheet, which should be enclosed, and this response sheet shall be certified by the Statutory Auditor/ Chartered Accountant of the Applicant/Bidder.
2. The Applicant should provide the Financial Capability of its own or weighted average of the Consortium members. In computing the eligibility criteria of the Applicant / Consortium members. In computing the eligibility criteria of the Applicant/ Consortium Members, the Net Worth of their respective Associates/Group Companies may also be included as per clause 2.4.1
3. In Role of Member specify whether Single Applicant, or in case of Consortium specify whether Lead Member or Member.

Annexure 11: Undertaking by Group Companies/ Associates

UNDERTAKING on the letter head of the Flagship Company

(As required by Clause 3.4 (1) of the TECHNICAL BID)

TO WHOMSOEVER IT MAY CONCERN

We have read and fully understood the terms and conditions of the Tender Document for transfer of Majhola Sugar Mill of UPCSFFL (Unit) under Long Term Lease Arrangement.

We hereby acknowledge and confirm that we are the Flagship Company of the (name of the group) whereof the (name of the Applicant) is one of the constituent Companies/ Shareholder of the Company.

We hereby acknowledge, confirm and undertake that we shall extend any and all necessary financial support to (name of Applicant) and shall, furthermore, be jointly and severally responsible for the fulfillment of any and all obligations of the name of Applicant towards its successful participation in the Long Term Lease Arrangement of Unit (Transaction) and for the successful completion thereof, including all obligations as may be incidental and consequential to the Transaction. We further undertake to continue such financial support undertaken till the satisfactory completion of all the obligations undertaken by the Applicant Company.

Furthermore, we understand and acknowledge that on any breach of the obligations undertaken, the fulfillment whereof is required from us as per the instant undertaking or name of the Applicant in the course of the Transaction, the name of the Applicant shall be disqualified from the Transaction at the discretion of the UPCSFFL and we shall be responsible jointly and severally for the consequences of such breach.

Dated:

Signature of the Authorized Signatory

Enclosed: Necessary Board Resolution supporting the Undertaking shall be provided

Annexure 12: Preliminary Information Memorandum**Details of Units**

Particulars	Majhola
District	Pilibhit
Year of Establishment	
Installed Capacity (TCD)	
Year of Acquisition	
Closed in	
No of Employees	
Land Area	
Details of other Assets: 1. Factory Buildings 2. Residential Buidlings 3. Plant & Machinery 4. Trees 5. ...	

Annexure13: Authorization letter (On Letter Head of Applicant/Bidder)

To,

Managing Director,
U P Co-operative Sugar Factories Federation Limited,
9A, Rana Pratap Marg,
Lucknow-226001

Sub: Authorization of the Due Diligence Team

Sir,

- 1) Kindly refer to your letter no. dated inviting us for the tender for Long Term Lease Process. In this context we are required to undertake Due Diligence & Site visits of the Sugar Units of UPCSFFL. We undertake to abide by the Data Room rules as per Annexure-15 of Technical Bid document.

Due Diligence Team

- 2) We authorise the following persons to visit the data room allocated to us and review the information as a part of the due diligence exercise.

- 1)
- 2)
- 3)
- 4)

Site Visit Team

- 3) We authorise the following persons to visit.....Unit (Name of Sugar Unit) of UPCSFFL and review the information as a part of the due diligence exercise.

- 1)
- 2)
- 3)
- 4)

We request you to provide any assistance and your full cooperation in the due diligence exercise.

For

Signature of Authorised Person

Name:

Address:

Annexure 14: Data Room Rules

The rules set forth below regulate the terms of use of the facilities and documents made available in the Data Room.

CONFIDENTIALITY

- Access to, and review of, the documents contained in the Data Room or received in the course of the due diligence process is entirely subject to the Confidentiality Agreement which was entered into between The Applicant (“you”), UPCSFFL (the “Company”) and GoUP.
- Each member of your team and your advisors would be bound by the terms of the aforesaid agreement and will be required to confirm their acceptance to the same prior to entering the Data Room

TIME FRAME

- The Due Diligence will be for the period till the last date of submission of RFP.
 - The due diligence shall include access to data room and plant visits.
 - The data rooms will contain:
 - Information on various schedules supporting P&L and Balance Sheet for each mill and for UPCSFFL
 - Summary of the pending litigation against UPCSFFL, and/or its employees
 - Summary of information on the labor and the land assets being owned by each mill
 - Information on the pending VRS liability of Unit(s) of UPCSFFL
 - Other Detailed Information
 - The plant sites will contain:
 - Ledger Balances supporting the Schedules
 - The Applicants will be encouraged to access information at both the above locations.
- The plant visits shall be only be allowed for Applicants carrying an Authorization letter, which are being issued by UPCSFFL along with this RFP
- An Applicant is free to use at its discretion the time judiciously between the Data Room and site visits. However a prior intimation to the General Manager of the Mill at least 2 days in advance is required.
- Each Applicant shall have a Data Room allocated to it which will be open for all weekdays except Sunday and National Holidays.
- The Data Room will open at 10:30 a.m. and close at 5:00 p.m.

LOCATION

The Data Room is being maintained at the following addresses:

Managing Director,
U P Co-operative Sugar Factories Federation Limited,

9A, Rana Pratap Marg,
Lucknow-226001

ACCESS

- Prior to entering the Data Room, you must send a complete list of people who will visit the Data Room along with their contact numbers and e-mail addresses. Only persons who have been previously confirmed to UPCSFFL will be admitted to the Data Room. The due diligence team will have access to the Data Room daily on dates and time mentioned above. For confidentiality reasons, the Data Room will be locked at other times. When entering or leaving the Data Room, participants shall enter their names in a presence list.
- Prior to entering the Data Room visitors shall identify themselves to the Data Room in charge.
- Team members are requested to restrict themselves to the data room and not interfere in the daily activities.

PROCEDURE *Data Room in Charge*

- There will be a Data Room in charge (Coordinator) for each of the Data Rooms. The names for the same will be provided in the Management meeting.
- The Data Room in charge will be present during opening hours at the Data Room. Data Room participants must comply with instructions given by the Data Room in charge. In particular, participants shall comply with any request by the Data Room in charge to leave the Data Room should it be necessary for any reason. The primary duty of the Data Room in charge is to supervise the Data Room and to handle questions of administrative nature. The Data Room in charge is not authorized to provide any material answers or explanations regarding the contents of the documents contained in the Data Room.

Documentation

- Documents contained in the Data Room must not be removed from the Data Room without explicit permission of the Company.
- Documents in ring binders and/or hard bound must not be removed.
- Documents must not be marked, altered, modified, varied (including varying the sequence thereof), damaged or destroyed in any way.
- Documents contained in the Data Room must not be copied without explicit prior permission of the Company in writing.
- Data Room visitors are permitted to make manuscript notes and to use mobile phones (without digital cameras), calculators and personal computers.

Primary Contact Individual

- On the first day of Data Room access, please provide the representative of with a contact person, i.e. the Primary Contact Individual, representing your due diligence team. All communication (including due diligence questions) will exclusively be handled through your appointed Primary Contact Individual.

Questions

- Any other questions should be gathered and consolidated within your due diligence

team. The questions may be provided at upsugarfed@yahoo.co.in (before 5pm (IST) each day).

- The Company will review the questions and will decide on a case-by-case basis whether answers are to be provided.
- and the Company would try to provide the answers to such questions within 5 working days of the query. The answer to any such query shall be made available to each Applicant.

Copy Requests

- Requests to receive copies of specific Data Room documents shall be directed to the Coordinator before 5:30 pm (IST) each day.
- The Coordinator will decide on a case-by-case basis whether the respective copies will be provided.
- Documents containing customer or employee information as well as key contracts will not be copied.
- If found relevant, the copy shall be made available to all applicants.

Meeting Requests

- The Due diligence exercise shall begin with a meeting with the management of UPCSFFL.

Clarification Meetings

- Meetings shall be held weekly on each Monday (during the diligence period) at the address mentioned below. The Applicants are requested to attend each of these meetings and seek any clarification during such meetings.

Managing Director,
U P Co-operative Sugar Factories Federation Limited,
9A, Rana Pratap Marg,
Lucknow-226001

CONFIDENTIAL INFORMATION

- Certain documents in the Data Room contain non-public information that is subject to confidentiality undertakings or legal confidentiality restrictions such as data protection regulations. In order to comply with such restrictions and ensure confidentiality, the following measures have been taken:
 - in certain documents, the names of the parties, and in certain cases other information, have been blackened;
 - certain documents which contain highly sensitive information have been excluded from the Data Room; access to these documents may be given at a later stage of the due diligence process and upon explicit authorization by the Company

NO COMMITMENT

- Any written or oral information or representation supplied or made in connection

with the use of the Data Room or any investigation or negotiations for the acquisition of the Company shall not be considered as constituting an offer or invitation for the sale of any securities or assets, and shall not be considered as forming the basis of any future contract to be entered into with the shareholders of the Company.

NO REPRESENTATION OR WARRANTY

- No representation or warranty, expressed or implied, is made as to the accuracy or completeness of the information disclosed in the Data Room or in any other written or oral communication transmitted or made available;
- Nothing contained in the Data Room is, or shall be relied upon as, a promise or representation, whether as to the past, current or future performance of the Company;
- Only those representations and warranties made in a final and written agreement between a prospective Developer and the shareholders of the Company, and subject to such limitations and restrictions as may be provided in such agreement, shall have any legal effect;
- The Company reserve the right to modify or amend the present procedures and the timetable at any time on their discretion.

Annexure 11: Confidentiality Agreement

An Agreement is made on this ___th day of _____, 2016 between;

U P Co-operative Sugar Factories Federation Limited, having its registered office at 9-A, Rana Pratap Marg, Lucknow (hereinafter referred to as “**UPCSFFL**” which expression shall, unless repugnant to the context in which it is used, include its successors, affiliates and administrators) of the FIRST PART

And;

ABC Limited, a company incorporated under the Companies Act, 1956 and having its registered office at _____ (hereinafter referred to as “**ABC**” which expression shall, unless repugnant to the context in which it is used, include its successors and administrators) [acting for itself and as Lead Member on behalf of the Consortium consisting of,, and],¹ of the SECOND PART;

And;

WHEREAS UPCSFFL possesses certain non-public, confidential and/or proprietary information relating to the sugar business (the ‘**Business**’) of UPCSFFL, and which information it proposes to disclose to **ABC** (the ‘**Confidential Information**’) in written text and/or oral communication and/or site visits etc so as to enable **ABC** to evaluate a potential alliance with/investment in/acquisition of the Business (the ‘**Permitted Use**’);

The **Confidential Information** means all information, concerning the business, operations, prospects, finances, or other affairs of UPCSFFL. It includes, but is not limited to, documents delivered in connection with the Technical Bid and Financial Bid and the information packets, information concerning business activities, products, specifications, data, know-how, compositions, designs, sketches, photographs, graphs, drawings, research and development, marketing or distribution methods of process, customers list, customer requirements, price list, market studies, computer software and programs, database technologies, systems, structures and architectures, historical financials and budgets, future Projections, names and background of the personnel, and personnel training techniques.

NOW, THEREFORE, in consideration of the mutual promises contained herein **UPCSFFL** and **ABC** hereby agree as follows:

1. **ABC** agrees to hold the Confidential Information in strict confidence in accordance with the provisions hereof. Such information may be in any form including but not limited to written or printed information or information in electronic form, data, studies, consultants reports, trade secrets, Proforma and other financial and trade/commercial information, computer models and programs, contracts, plant designs and configurations, plant performance data or other material of any kind or nature in whatever form.

¹ To be inserted in case of a Consortium

2. Without the prior written consent of UPCSFFL or except as otherwise provided herein, **ABC** will not: (i) distribute or disclose to any other person any of the Confidential Information; (ii) permit any other person to have access to the Confidential Information; (iii) use the Confidential Information for any purpose other than the Permitted Use; or (iv) make multiple copies of the Confidential Information beyond what is immediately required under the Permitted Use within the preview of this Agreement; or (v) disclose to any other person (a) that discussions, investigations or negotiations are taking place concerning a possible transaction between the Parties, or (b) the terms, conditions, status or other facts regarding a possible transaction between the Parties, or (c) that **ABC** has received the Confidential Information from UPCSFFL, or (d) the details and/or contents of any evaluation that **ABC** might undertake of the Business for the Permitted Use. Notwithstanding the above, UPCSFFL agrees that **ABC** may disclose the Confidential Information, and portions thereof to **ABC**' directors, officers, employees, representatives and advisors of **ABC** (collectively, "Representatives") who need to know such Confidential Information for the purpose of evaluating a possible alliance between the Parties. It is understood that **ABC** will inform its Representatives of the confidential nature of the Confidential Information and will require its Representatives to be bound by this Agreement and not to disclose the Confidential Information to any other person. **ABC** agrees to be responsible for any breach of this Agreement by its Representatives. As used in this Agreement, the term "person" shall be broadly interpreted to include, without limitation, any corporation, company, partnership or individual.
3. In the event that **ABC** is required by law in any judicial or governmental proceeding or otherwise to disclose any Confidential Information, **ABC** will give UPCSFFL prompt written notice of such request so that UPCSFFL may seek a protective order or appropriate remedy. If, in the absence of a protective order, **ABC** determines, upon the advice of an appropriate legal counsel, that it is required to disclose such Confidential Information, it may disclose such Confidential Information only to the extent compelled to do so; provided, however, that **ABC** gives UPCSFFL written notice of the portion of Confidential Information to be disclosed as far in advance of the disclosure as is practicable and uses its best efforts, at **ABC**' expense, to obtain assurances that confidential treatment will be accorded to such Confidential Information.
4. All Information shared shall be deemed to be confidential. Confidential Information does not however include information that **ABC** can reasonably prove, falls within any of the following: (i) information that either is legally in **ABC**' possession or publicly available to **ABC** prior to the disclosure of such information hereunder; (ii) information that, subsequent to its disclosure hereunder, becomes publicly available to **ABC** without any violation of this Agreement; (iii) information that becomes legally available to **ABC** on a non-confidential basis from any third party, the disclosure of which to **ABC** does not, violate any contractual or legal obligation such third party has to UPCSFFL with respect to such information

5. Should **ABC** decide not to proceed with the Transaction, then it shall not disclose to any party **(a)** the reasons for its choosing not to proceed with the Transaction; or **(b)** the fact that it evaluated the Business; or **(c)** any details of **ABC'** analysis and/or its views and/or its expert opinions on the attractiveness of the Business.
6. For the purposes of complying with the obligations set forth herein, **ABC** shall use efforts fully commensurate with those that it employs for the protection of its own privileged and confidential information.
7. No license expressed or implied in the Confidential Information is granted to **ABC**, hereby.
8. **UPCSFFL** make no representation or warranty, express or implied, as to the accuracy or completeness of the Confidential Information. Neither **UPCSFFL**, nor any of its respective affiliates, employees, agents or controlling persons shall have any liability to **ABC** or any other person, resulting from **ABC'** use of the Confidential Information.
9. It is understood that this Agreement is only for sharing of information and does not obligate **ABC** or **UPCSFFL** to enter into any further agreement, with respect to any matter arising out of or pertaining hereto.
10. **ABC** agrees that the Confidential Information is and shall at all times remain the property of **UPCSFFL** and is material to the interests, business and affairs of **UPCSFFL** and that the disclosure thereof (other than as permitted under this Agreement) would be detrimental to the interests, business and affairs of **UPCSFFL**. No use of such Confidential Information is permitted except as otherwise provided herein and no grant under any of Company's intellectual property rights is hereby given or intended, including any license (implied or otherwise).
11. Should **ABC** decide not to proceed with the Transaction or upon the request of **UPCSFFL**, **ABC** will return or destroy all Confidential Information and any notes, correspondence, analyses, documents or other records containing and/or derived from any/all Confidential Information, including all copies thereof, then in the possession of **ABC** or its representatives. Such return/destruction, however, does not abrogate the continuing obligations of **ABC** under this Agreement.
12. The obligations of **ABC** to comply with the provisions contained herein shall continue for a period of 2 (two) years commencing upon the date hereof.
13. Without prejudice to any other rights or remedies that **UPCSFFL** may have, **ABC** acknowledges and agrees that money damages would not be an adequate remedy for any breach of this Agreement and that **UPCSFFL** shall also be entitled to the remedies of injunction, specific performance and other equitable relief for any threatened or actual breach of this Agreement.
14. It is understood and agreed that no failure or delay by **UPCSFFL** in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any

single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any right, power or privilege hereunder.

- 15. ABC agrees to indemnify the UPCSFFL from and against any damages, loss, cost or liability arising out of any unauthorized use or disclosure by ABC.
- 16. ABC shall not deal with any officer, Director or employees of UPCSFFL regarding the business and operations other than in the manner specified herein.
- 17. This Agreement shall be governed and construed in accordance with the laws of India.
- 18. For the purpose of this Agreement the word "Transaction" means.....

IN WITNESS WHEREOF, each of the Parties has caused this Agreement to be executed by its duly authorized officer as of the date first written above.

For and on behalf of ABC

For and on behalf of UPCSFFL

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

Annexure 16: Undertaking jointly by Bidder and SPV

On Rs.100/- stamp paper

This Deed of Undertaking cum Indemnity is executed on this day of, 2016 at

By

..... , a company incorporated under the Companies Act, 1956 and having its registered office at (hereinafter referred to as “.....” which expression shall, unless repugnant to the context or meaning thereof, include its successor or successors in business and assigns)

And

....., a company incorporated under the Companies Act, 1956 and having its registered office at (hereinafter referred to as “.....” which expression shall, unless repugnant to the context or meaning thereof, include its successor or successors in business and assigns)

In favour of

U P Co-operative Sugar Factories Federation Limited, having its registered office at 9-A, Rana Pratap Marg, Lucknow- 226001, (hereinafter referred to as “UPCSFFL” which expression shall, unless repugnant to the context or meaning thereof, include its successor or successors in business and permitted assigns)

Whereas UPCSFFL, being a Government Company, is the owner of the Majhola Sugar Mill (hereinafter referred to as the “Unit”);

AND WHEREAS, UPCSFFL, with an intention to transfer of Majhola Sugar Mill, under Long Term Lease Arrangement through the competitive bidding process, had invited Technical Bid and Financial Bid from interested parties in terms of the Tender Document issued on as modified from time to time;

AND WHEREAS,, being interested in developing the Unit have submitted its Technical Bid and Financial Bid as sole Applicant to develop the Unit under Long Term Lease Arrangement.

AND WHEREAS after evaluating all the proposals received by UPCSFFL from interested parties, UPCSFFL accepted the proposal submitted by, for transfer of Unit on Long Term Lease Arrangement on “as is where is basis” for the consideration and upon the terms and conditions set-out in the Lease Deed and Asset Transfer Agreement to be executed.

AND WHEREAS,, being the selected bidder for taking the Unit on Long Term Lease Arrangement, requested UPCSFFL to allow it to take over the Unit under Long Term Lease Arrangement through and in the name of its wholly-owned subsidiary and Special Purpose Vehicle (“SPV”) namely,, incorporated for the purpose.

AND WHEREAS UPCSFFL agreed to the said request of, Subject to and binding themselves by an Undertaking cum Indemnity as hereinafter laid down. In consideration of UPCSFFL agreeing to the said request and allowing, to develop the Unit under Long Term Lease Arrangement through and in the name of, and hereby agree and undertake as under:

1. It is declared and undertaken that is and shall continue to be the wholly owned subsidiary of and shall do the business of taking over, developing and operation of Unit into Integrated Sugar Complex as a Special Purpose Vehicle.
2. It is irrevocably and unconditionally agreed that the shall assume all the rights of under the Lease Deed, Asset Transfer Agreement and other documents to be executed between UPCSFFL and, and shall perform all its functions and duties in terms of the said documents.
3. It is undertaken that shall always be bound by all the terms and conditions of the Lease Deed, Asset Transfer Agreement and the Tender Documents and shall not commit any breach thereof.
4. undertakes and confirms that as the original bidder it shall continue to be liable to UPCSFFL till all the terms and conditions of the Tender Document and Lease Deed and Asset Transfer Agreement are fulfilled to the satisfaction of UPCSFFL.
5. and agree to indemnify UPCSFFL for any loss or damage it may suffer on account of the Unit being taken over for developing the Unit into Integrated Sugar Complex under Long Term Lease Arrangement through and in the name of the instead of in the name of

IN WITNESS WHEREOF this Undertaking cum indemnity has been executed by and on the day, month and year first above written.

Signed and delivered by

.....,
by the hand of Mr.....
its And Authorised signatory

Signed and delivered by

.....,
by the hand of Mr.....
its And Authorised signatory

ANNEXURE 17 FINANCIAL BID FOR LONG TERM LEASE OF MAJHOLA SUGAR MILL OF UPCSFFL

To
The Managing Director
U P Co-operative Sugar Factories Federation Limited,
9-A, Rana Pratap Marg,
L U C K N O W - 226001

Sub: Financial Bid For Long Term Lease arrangement of _____ (Insert the name of the Sugar Mill)

Sir,
We have perused the PIM and other details and are interested in taking over Majhola Sugar Mill of UPCSFFL under Long Term Lease Arrangement.

We have read and understood the entire contents of this Tender Document and it would be deemed that by submitting the Application, we warrant that we:

1. Have made a complete and careful examination of the Tender Document; and
2. Have independently verified all Information received in the PIM and during the due diligence including those relating to Clause 2.8.
3. Undertake to abide by all the conditions of this Tender Document including those laid down in clauses in Chapter 3 (General Terms and Conditions).
4. Have visited the Sugar Mill and has physically seen all the assets viz Land, Plant & Machinery, Buildings, Trees et cetera.

Our Offer is as under;

1. Our offer for the One Time Amount for Assets i.e. Plant & Machinery, buildings, equipments etc. being transferred of the said Unit of UPCSFFL under Long Term Lease arrangement Rs. (i.e. in words Rupees.....).
2. Our offer for Proposed Investment to be done by us in three years for development of Integrated Sugar Complex is INR ____ crores (i.e. in words Rupees.....).
3. We agree to pay yearly lease rent as per clause 2.1.7 of this Tender Document.

Our offer is inclusive of all:

- i. Taxes including excise duty, VAT, Service Tax et cetera.
- ii. Incidentals and overheads.
- iii. Travelling and related expenses.

This offer is valid for a period of 270 days from the **Application Due Date**.

Witnesses Signature

Name :
Address :

For

Signature of Authorised Person

Name :
Address :
Phone/Mobile No
Email address:

ANNEXURE 18: PROPOSED INVESTMENT PLAN (On Letter Head of Applicant/Bidder)

To,

The Managing Director
 U P Co-operative Sugar Factories Federation Limited,
 9-A, Rana Pratap Marg,
 L U C K N O W - 226001

Sub: Proposed Investment Plan

Sir,

We _____ (name of the Company/ Individual/ Proprietary Firm/Partnership Firm/Trust/ Society/Consortium) hereby undertake to declare that we have plans regarding development of Integrated Sugar Complex, commercial production of which will start within 3 years. The plant wise details are as under;

Name of Plant	Installed Capacity	Tentative date of start of commercial production	Tentative investment within next three years (Rs. In crores)
Sugar			
Co-generation			
Distillery			
Other Allied Industry			
Total Investment			

We further ensure that the details of financial capabilities et cetera required as per clauses of Tender Document will be furnished by us on being declared as successful bidder. The required documents will be submitted within 30 days from the date of being declared successful.

We understand that only after satisfying our financial capabilities Lease Deed, Asset Transfer Agreement and other Transaction Documents will be signed and possession of Unit will be given.

Yours faithfully,

Individual/ Authorized Signatory

For and on behalf of

ANNEXURE - 19

LEASE DEED

LEASE DEED

THIS DEED OF LEASE is made aton the day of, 2016 between The Uttar Pradesh Co-operative Sugar Factories Federation Limited (Uttar Pradesh State Co-operative within the meaning of the _____ Act, ___) having their Registered office at 9-A, Rana Pratap Marg, Lucknow (hereinafter referred to as "the Lessors" which expression includes its successors and assigns) of the One Part

AND

(please give full name and address and particulars of legal character of the lessee) (hereinafter referred to as "the Lessee" which expression includes its successors and assigns) of the Other Part.

WHEREAS Uttar Pradesh Co-operative Sugar Factories Federation Limited, Lucknow (hereinafter referred to as "UPCSFFL") being Federation Kisan Co-operative Sugar Factory Ltd., Majhola, Pilibhit (hereinafter referred to as "KCSFM") is authorized to invite TENDER on behalf of KCSFM to develop the Majhola Sugar Mill (hereinafter referred to as "Unit") as Integrated Sugar Complex;

AND WHEREAS UPCSFFL has invited the TENDER vide tender notice no. _____ dated _____ to develop the Unit as Integrated Sugar Complex on Long Term Lease Arrangement and for proper and smooth operation of the same on mutually agreed terms;

AND WHEREAS the Lessee being interested in getting on land of the _____ Unit to develop it as Integrated Sugar Complex, submitted "Bid Offer" as required by the aforesaid notice;

AND WHEREAS the bid submitted was considered and approved by Government of Uttar Pradesh (GoUP) vide GO no. _____ dated _____.

AND WHEREAS the Lessor has agreed to let out and the Lessee has agreed to accept the lease of the aforesaid land on the terms and conditions as herein contained.

Now the parties hereunto agree and this deed of lease witnesses as under:

- (1) The lessor hereby demises unto the lessee on "**AS-IS-WHERE-IS**" basis _____ Hectares land of the Unit with all permits, licences, consents and rights. The details of land demised by the Lease is mentioned in schedule "A" to this Lease Deed. For greater clearness it is delineated on the map with red colour attached to this Deed. This LEASE is for exclusive use of the lessee for a term of 30 years with effect from on which vacant possession was handed over by the Lessor to the Lessee.
- (2) The Lessor and Lessee hereby further agree and covenant as follows:-

- (2.1.1) Lessor intends to transfer assets of Unit on “as is where is” basis for developing a Integrated Sugar Complex, which will essentially comprise of a Sugar Mill with minimum capacity of 2500 TCD, Power Generation Unit of minimum capacity of 10 MW and a distillery of minimum capacity of 30 KLPD. Apart from this Lessee can establish and operate stock yard and/or allied industries under Long Term Lease Arrangement for 30 years. Development of Integrated Sugar Complex in aforesaid manner shall, hereinafter, be referred as “Project”. The Unit is being transferred free from all encumbrances. For ensuring availability of sufficient cane for operations Lessee will undertake Cane Development program in his command area.
- (2.1.2) As per the Detailed Project Report submitted by the Lessee, the Project will be developed by the Lessee on his own costs or from the funds raised by him from Banks/Financial Institutions. Government of Uttar Pradesh hereinafter referred to as “GoUP” or UPCSFFL or Lessor will not give any financial assistance in development of the Project.
- (2.1.3) Lessee has to complete the development of Project within 36 (thirty six) months and during the Lease Period he will operate the Projects continuously.
- (2.1.4) After expiry of Lease Period the Lessee will return the entire Project which will include Land, Building, Plant & Machinery etc. to UPCSFFL on “as is where is” basis as On Going Concern.
- (2.1.5) The Unit is being given under Long Term Lease Arrangement for a period of thirty years (30) from the date as per clause (1) of this Lease Deed, at the end of which the developed Integrated Sugar Complex (i.e. whole Project) shall be reverted to the UPCSFFL by the Lessee as On Going Concern.

If the operation of Integrated Sugar Complex is found satisfactory, Lessor may, at its discretion, agree to extend the period of lease for further period of 30 (Thirty) years on the same terms and conditions as as contained in this Lease Deed. However, annual Lease Rent during extended period shall be as mentioned in clause 2.1.7 below.

In case of such extension of period of lease Renewal Lease Deed shall be executed between Lessor and Lessee. In that case the Integrated Sugar Complex shall revert back to Lessor on the last date of Lease Period as On Going Concern.

- (2.1.6) Under Long Term Lease Arrangement the Lessee has to pay One Time Amount in lieu of existing buildings, plant & machinery, trees et cetera and yearly lease rent for the land being given on lease for a period of 30 years.

- (2.1.7.1) The Lessee has to pay yearly lease rent in lieu of land being given on long term lease which will be revised on completion of every 10 year i.e. from 11th year and from 21st year on following rates;

Unit	From 1 st Year	From 11 th Year	From 21 st Year
Majhola	Rs. 60.00 lakhs	Rs. 90.00 lakhs	Rs. 120.00 lakhs

The lease rent will be payable in advance every year from the first year of lease period onwards. Lease rent shall be paid in first week of _____ month of every year.

Lessee has to submit Bank Guarantee equivalent to the amount of Lease Rent (valid for 18 months) in favour of Lessor. Bank Guarantee will be renewed every year during the entire Lease Period.

If the period of Lease is extended as per provisions of clause 2.1.5 above, yearly lease payable on 30th year shall be enhanced by 50 percent. Thereafter yearly lease rent shall be enhanced by revision on completion of every 10 years by 50 percent of lease rent payable in previous year.

- (2.1.7.1) In case Lessee fails to pay yearly lease rent in stipulated period, Lessor shall have right to invoke Bank Guarantee mentioned in subclause 2.7.1.above and shall realise the yearly lease rent. Lessee shall replenish the Bank Guarantee within 7 days thereafter.
- (2.1.8) Assets of Unit will be transferred to the Lessee free from all liabilities (Cane Price, Society Commission, Bank's/Fl's Dues, Suppliers Dues, Contractor Dues, Taxes and Duties of Central and State Government, Labour Dues etc.) & pending legal cases and free from all Encumbrances accrued till the Signing Date. In the same way the liabilities and pending legal cases on Transfer Date will not be transferred back to Lessor on expiry of Lease Period.
- (2.1.9) Lessee will be given right to mortgage the assets of UPCSFFL transferred to them and/or developed by them to raise term loans/working capital loans from Banks/Financial Institutions. For mortgaging the assets of the Unit Lessee has to take prior NOC from UPCSFFL and Registrar, UP. Lessee has to ensure that repayment of principle & interest of loan is scheduled in such a way that all the repayments are completed prior to 05 years of end of original lease period (i.e. before 26th year from signing date). If Lessee is not able to get the land mortgage free as per above conditions, he will be given chance of hearing that why the assets not be taken over by Lessor. If, after hearing Lessor is not satisfied then the assets of the Integrated Sugar Complex shall be taken over by the Lessor without prejudice to other legal remedy available to it.
- (2.1.10) Services of existing Permanent/seasonal wage board employees will not be transferred to the Lessee. They will remain employees of UPCSFFL/Lessor.

(2.1.11) The Lessee has deposited Rs. 10.00 crores as Security Deposit valid for a period of 42 months from the Signing Date, the details of which are given below;

- (i) No. of Demand Draft/Bank Guarantee _____
- (ii) Name of issuing Bank _____
- (iii) Date of issue _____
- (iv) Name in whose favour issued _____

Lessee is expected to develop and operate smoothly the Integrated Sugar Complex within 36 months. On completion of development and start of smooth operation the Security Depoist of Rs. 10.00 crores shall be released by Lessor to Lessee. The amount will be interest free.

(2.1.12) Following Exemptions & Re-imburements will be applicable for 05 years as per terms of Sugar Promotion Policy, 2013 to the Lessee:-

1. Re-imburement of 5% interest on loan from Banks & Financial Institutions for plant & machinery.
2. Exemption from reservation of molasses for country liquor.

Lessee will be entitled for above mentioned exemptions & re-imburements after start of commercial production of Sugar Mill, Cogen Plant, Distillery and other allied industries. If date of start of commercial production is different for each plant, then Lessee will be entitled for above mentioned exemptions & re-imburements related to that particular plant from start of commercial production for that particular plant i.e. start of exemptions & re-imburements will be different for each plant in case date of commercial production is different. Apart from this rest other terms and conditions of Sugar Promotion Policy, 2013 will remain same.

(2.1.13) The land will not be used for any other purpose except for development of Integrated Sugar Complex and land will not be damaged and diverted for any other purpose except as mentioned in clause 2.1.1.

(2.1.14) The land and the developed Integrated Sugar Complex will not be sub-let or sub-leased to any other third party. Land use of the land being given on lease will not be changed.

(2.1.15) Lessee has provided In-principal Approval Letter dated _____ and Final Sanction letter of loan dated _____ from bank/FIs for developing Integrated Sugar Complex. Lessee has also provided banker/FIs approved Detailed Project Report to prove that he is financially capable to invest the amount required for developing Integrated Sugar Complex.

OR

Lessee has provided financial certificate from banker/FI that he is financially capable to invest the amount required for developing Integrated Sugar Complex (if the Lessee has not taken Loan from banks/FIs).

Lessee undertakes and agrees that it will adhere the aforesaid Detailed Project Report.

- (2.1.16) The Lessee shall be responsible for obtaining all the necessary IEM/ clearances/approvals/permits/licenses etc. required for completion and operation of the Project during the Lease Period. The GoUP will facilitate for obtaining them.
- (2.1.17) The Lessee shall, to the extent it is feasible to do so, utilize all existing and usable building, plant and machinery, trees etc for developing Integrated Sugar Complex. However, there shall be no restriction on demolition and disposal of any building, plant and machinery, trees etc. which are not usable/feasible.
- (3) The Lessee shall pay all rates, taxes, assessments and outgoings of a periodically recurring and non capital nature payable in respect of the Unit during the Lease Period except, however, the outgoings as the owner is by law bound to pay notwithstanding any contract to the contrary.
- (4) The Lessee shall pay all charges as well as continue to pay all charges towards supply/consumption of electric power in the Unit for the entire Lease Period.
- (5) The Lessee shall obtain and keep renewed and in force all licences, permits, entitlements, as are in force and that might be required by any law and observe all formalities and statutory requirements so that the Unit may run properly and smoothly. All licenses and permissions required to be given by the GoUP shall be sanctioned subject to fulfillment of conditions required for said licenses.
- (6) Lessee shall permit the lessor and its agents at all reasonable hours in the day and night to enter upon and inspect the condition of the Unit. After giving fifteen days notice in writing to the Lessee. Lessor may require the Lessee to repair or make good of all defects found during inspection which the Lessee shall be liable to make good and repair the same. If the Lessee shall not proceed diligently within 60 days of such notice to repair and to make good all defects, then the Lessor shall have right to enter the premises of Unit with labours to execute such repairs, the cost of doing so being payable by the lessee on demand.
- (7) However, the Lessor will not interfere in day to day activities.
- (8) To keep such parts of the Unit as are not built upon in a proper and neat order and condition and not to store anything unrelated to the operations of the Integrated

Sugar Complex. The lessee shall be allowed to expand and build for expansion of sugar industry or any industry having backward/forward linkage with sugar.

- (9) Lessee shall take adequate and appropriate insurance cover for security of assets.
- (10) Lessee shall execute or cause to be executed or done all such works and things during the Lease Period as is under any law directed or necessary to be done or executed and shall not do or permit or suffer to be done any such act, matter or thing which contravenes Applicable Laws.
- (11) The Lessee shall not transfer, assign, underlet or sub-lease or otherwise part with possession of the Unit or any part thereof or remove or take out or allow to be taken out or remove any item of plant and machinery, fixtures and fittings. However, in case the Lessee desires to obtain term loan from the financial institutions/banks for the exclusive purpose of modernization & expansion of the Unit against mortgage of the leased property, permission for mortgage of leasehold rights shall be made available by the Lessors provided the Lessors have pari-passu charge on the assets equivalent to the One Time Amount payable to the Lessor.
- (12) The Lessee shall ensure not to discharge any noxious matter or industrial waste or effluent from the Unit otherwise than permitted under any law for the time being in force.
- (13) The Lessee shall not store or bring to the demised Sugar Mills any unrelated articles which are combustible, inflammable or dangerous in nature in the premises of Unit and not to do or permit anything to be done by reason of which any insurance of the Unit may be rendered void or voidable.
- (14) In the case the Lessee does not comply with the condition mention in this LEASE DEED, the lease may be terminated after giving a 3 months notice to the Lessee. After termination of lease, the Lessee shall be free to remove/shift the newly created property by lessee within 6 months. Failing to which, the Lessors shall dispose off the property and the amount received against the sale of said property shall be deposited in the account of the Lessee after adjustment of the outstanding dues.

Provided that if the Lease is terminated by Lessor on the ground of non-compliance of any terms and conditions of this Lease Deed by Lessee after 03 years from Signing Date, the Lessor shall be entitled to enter the premises of the Unit after the termination of Lease and forfeit the assets created by Lessee in/on/under the Unit.

- (15) No direct or indirect warranty or representation is being made by the Lessor with respect to the consequences either direct or indirect of the present lease and the performance or condition of the Unit and for this purpose the Lessee has exercised all due diligence and is satisfied regarding the operation of the Unit by personal inspections of the same.

- (16) The Lessee undertakes to execute all necessary agreements or documents as may be required in connection with **this LEASE DEED** and for subsequent operations of the Unit and proper and adequate upkeep, maintenance and safe custody of assets thereof during the Lease Period.
- (17) Lessee shall conduct the operations of the Integrated Sugar Complex in the best traditions of the industry and strictly as per the statutory requirement applicable to the same.
- (18) From the date of execution of this LEASE DEED and till the end of the Lease Period, any acts of commission or omission by the Lessee resulting in any legal or financial consequences shall be borne by the Lessee.
- (19) The Lessors hereby covenants that the lessee paying the said rent and observing and performing all obligations under this LEASE DEED may quietly enjoy and run the Integrated Sugar Complex without any interruption by the Lessors.
- (20) The parties hereby agree and declare, that in case, the Lessee desires to terminate the lease, he may do so by giving an advance notice in writing of 12 calendar months to the Lessors, together with the payment of dues payable under the LEASE DEED till the date of termination of lease and such termination shall have effect on the grants of concurrence of the Lessor and subject to terms thereof.
- (21) With effect from commencement of this lease, the Lessee shall be exclusively responsible for doing all acts, deeds and things in pursuance thereof including payment and discharge of all the dues under any loan or statutory or other liabilities or any other arrangements whatsoever and the Lessor shall not be held in any way responsible or liable for the same.
- (22) ***The Lessor and Lessee shall jointly prepare the list of assets of Unit after the execution of this LEASE DEED and above said list shall be part of this LEASE DEED.***
- (23) All monies due and payable by the Lessee to the Lessors shall, unless paid on due dates or on demand, be recoverable by the Lessors as arrears of land revenue under the provisions of the U.P. Public Moneys (Recovery of Dues) Act, 1972 and the rules framed thereunder as now or hereafter in force.
- (24) The Lessor and Lessee hereby covenant that this LEASE shall be subject to the orders of the Hon'ble Courts. In cases where there are litigations and there are no stay orders at the date of execution of this LEASE DEED, damages if awarded by the court shall ***be borne by the Lessor. There will be no liability for any possible claim or damages arising due to subsequent litigation after execution of LEASE DEED on the Lessor.***
- (25) In case of any dispute, differences, claims and questions whatsoever arising from or under this LEASE DEED between the parties, the same shall be referred to arbitration of two arbitrators, one to be appointed by each party to the dispute and the two

arbitrators so appointed shall appoint the third arbitrator who shall act as the presiding arbitrator. The decision of the arbitral tribunal shall be final and binding on the parties. The arbitration shall be held in accordance with the provisions of the Arbitration and Conciliation Act, 1996 (Act No.26 of 1996) or any statutory modifications or re-enactments thereof or amendment thereto for the time being in force. The arbitration proceedings shall be held at Lucknow and the Lease Deed shall be subject to exclusive jurisdiction of competent court situated at Lucknow.

- (26) For the purposes of this Lease Deed following words shall have the meaning assigned to them, unless context is otherwise:-
- a. "Signing Date" means the Date of execution of this Lease Deed.
 - b. "Lease Period" means the period of 30 (Thirty) years from the Signing Date and includes period extended by Renewal Lease Deed, if executed.

SCHEDULE "A"

Sl no.	Location of Sugar Mills	District
1.		

DETAILS OF LAND

Sl no.	Name of Village/Tehsil/District	Khata No	Gata No.	Area (Hect.)
1.				

Note: For greater clearness map is attached herewith on which land is delineated in red colour.

IN WITNESS WHEREOF the parties hereto put their signatures and seals and execute these lease deed on the date and year first above written .

Signature and seal
(Name & Designation)

Signed and delivered by

Mr. pursuant
to a Resolution of the Board of _____(KCSFM)
(the lessor) dated

Signature and seal
(Name & Designation)

Mr. pursuant
to a Resolution of the Board of _____(UPCSFFL)
(the lessor) dated

Signature and seal
(Name & Designation)

Signed and delivered by
Mr..... the lessee
(particulars as required as per legal
character of the lessee)

Witness:

1-(Full Name and address)

2-(Full Name and address)

ASSET TRANSFER AGREEMENT

ASSET TRANSFER AGREEMENT

THIS ASSET TRANSFER AGREEMENT hereinafter referred to as "Agreement" is made aton the day of, 2016 between The Uttar Pradesh Co-operative Sugar Factories Federation Limited (Uttar Pradesh State Government Co-operative Society within the meaning of the _____ Act, ____), having their Registered office at 9-A, Rana Pratap Marg, Lucknow 226001 (hereinafter referred to as "the Transferor" in which expression includes its successors and assigns) of the One Part

AND

(please give full name and address and particulars of legal character of the transferee) (hereinafter referred to as "the Transferee" which expression includes its successors and assigns) of the Other Part.

WHEREAS Uttar Pradesh Co-operative Sugar Factories Federation Limited (hereinafter referred to as "UPCSFFL") is authorized to invite TENDER on behalf of KCSFM to develop the Majhola Sugar Mill (hereinafter referred to as "Unit") as Integrated Sugar Complex;

ANDWHEREAS UPCSFFL has invited the TENDER vide tender notice no. _____ dated____ to develop the Unit as Integrated Sugar Complex on Long Term Lease Arrangement and for proper and smooth operation of the same on mutually agreed terms;

ANDWHEREAS the Transferee i.e. _____ had bid for the Unit and UPCSFFL has selected the Transferee as Successful Bidder, and as per the terms of Bid, Transferor has to transfer all movable and immovable assets including plant & machinery, civil structures, factory buildings, residential buildings, trees et cetera. (Land being transferred through separate Lease Deed as part of the Transfer documents) thereto described and specified (but not limited) to in Annexure-1 of this Agreement on "as is where is" basis for developing a Integrated Sugar Complex, (which will essentially comprise of a Sugar Mill with minimum capacity of 2500 TCD, Power Generation Unit of minimum capacity of 10 MW and a distillery of minimum capacity of 30 KLPD. Apart from this Transferee can establish and operate stock yard and/or allied industries) in favour of and to the Transferee;

ANDWHEREAS this Agreement is part and parcel of the Total Transfer package to the Successful Bidder i.e. Transferee;

ANDWHEREAS this Agreement along with the Lease Deed shall together constitute as "Transfer Agreement". The Transferee will hereinafter will be referred as "Developer"

NOW, THEREFORE, in consideration of the premises and mutual promises and agreements set forth herein, the parties hereto hereby agree as follows:

1. That the assets "mentioned in Annexure 1 to this Agreement" (hereinafter referred to as "ASSETS") and are present within the boundary of the Unit transferred to the Developer.

2. The ASSETS of the Unit (other than Land) are hereby transferred to and becomes the property of the Developer i.e. _____ after execution of this Agreement and payment of One Time Amount of Rs. _____ crores has been deposited with UPCSFFL on _____ and _____.
3. Transferor will handover the Assets of the Unit free from all encumbrances, hindrances or impediments to the Developer within 1 month of signing of this Agreement.
4. The Developer shall, to the extent it is feasible to do so, utilize all existing and usable building, plant and machinery, trees etc. However, there shall be no restriction on demolition and disposal of any building, plant and machinery, trees etc. which are not usable/feasible. Developer may modernize the plant and commence production at the earliest.
5. The Developer is free to sell the plant and machinery and building materials which he deems not fit for the operation of Integrated Sugar Complex and there is no restriction on such a sale.
6. The Developer hereby agrees that the sale proceeds of Plant and Machinery and building material as on date of transfer shall be utilized for modernization of the Unit.
7. The ASSETS are transferred on “as is where is basis”. The Transferor or UPCSFFL or Government of Uttar Pradesh or its representatives do not take any responsibility for accurateness of the details of the machinery as specified in Annexure – I of this Agreement. However, this will be subject to the Indemnity being given for encumbrances, encroachments & litigations separately.

IN WITNESS WHEREOF the parties hereto put their signatures and seals and execute this Agreement on the date and year first above written.

Signature and seal
(Name & Designation)

Signed and delivered by

Mr. pursuant
to a Resolution of the Board of _____ (KSCMR)
(the lessor) dated

Signature and seal

(Name & Designation)

Mr. pursuant
to a Resolution of the Board of _____(UPCSFFL,
(the lessor) dated

Signature and seal
(Name & Designation)

Signed and delivered by
Mr..... the lessee
(particulars as required as per legal
character of the lessee)

Witness:

1-(Full Name and address)

2-(Full Name and address)

List of Plant & Machinery, Building, Trees etc.