

TENDER FORM

**PLEASE NOTE: SUPERSCRIBE ON THE COVER NAME OF THE UNIT :
PROFORMA APPLICATION**

Date

Time

Inspection of Company:

Last Day for submission of Offer:

Day for opening of Offer :

To

The Vice-Chairman & Managing Director

A.P. Industrial Development Corporation Ltd.,

Parisrama Bhavanam, Basheerbagh,

HYDERABAD - 500 004.

Dear Sir,

Sub : -Sale of Fixed Assets of M/s.....

Ref : - Your advertisement in The Economic Times and

Eenadu dated.....

With reference to the advertisement in the above paper regarding sale of above company on "As is where is basis", we hereby submit our total offer for Rs. Lakhs with the following beak-up:

Rs. in lakhs

- | | | | |
|----|--------------------------------|---|-------|
| 1. | Land & Buildings | : | |
| 2. | Plant & Machinery | : | |
| 3. | D.G.Set under exclusive charge | | |
| | to APIDC | : | |
| | TOTAL | : | |

We enclose here with a Demand Draft / Banker's Cheque No. Dated

Drawn on (Name of the Nationalised Bank) for a sum of Rs.1.00 lakh (Rupees one lakh only) towards the interest free Earnest Money Deposit (EMD).

Our final offer would be valid for a minium period of (6) months from the date of Tender Opening or as would be stipulated during the Final negotiations by the Institutions.

We hereby accord our consent of the acceptance to abide by the terms and conditions stipulated by your Corporation, as per the enclosure.

Thanking you,

Yours faithfully,

(OFFERER)

Name of the Signatory & Designation

Address for correspondence

Phone & Fax Nos.

Encl: as above.

PLACE:

DATE :

TERMS & CONDITIONS FOR SALE OF UNITS U/s.29 OF SFC'S ACT

1. The fixed assets mortgaged / hypothecated to the Corporation are offered for sale on "As is where is and what is" basis in exercise of Statutory rights under Section 29 of State Financial Corporation Act, 1951. The offer should be made for (a) plant & Machinery and (b) Land & Buildings separately.
2. The parties / persons / concerns interested in purchasing the properties shall send their offers in sealed covers (Superscribing the name of the unit at the top) must accompany an Account Payee Demand Draft for Rs. 1.00 lakh per offer drawn on Hyderabad Branch of any Nationalised Bank in favour of ANDHRA PRADESH INDUSTRIAL DEVELOPMENT CORPORATION LIMITED," being the Earnest Money Deposit to the Vice - Chairman & Managing Director, Andhra Pradesh Industrial Development Corporation Limited, Parisrama Bhavanam, Basheerbagh, Hyderabad - 500 004 so as to reach on or before..... up to 1.00 PM by Registered Post or personal delivery in the above office. The offers without earnest money of Rs.1.00 lakh will be treated as invalid. The earnest money shall not carry interest.
3. The list of units for which sale is considered for finalisation will be displayed on the notice board and tender forms will not be given for such these units even though the offer is given during the validity period of advertisement.
4. The Corporation reserves the right to vary the terms and conditions of Sale without any notice.
5. The Corporation reserves the right to accept any offer or to reject any or all of them without assigning any reason whatsoever.
6. The Corporation may call for negotiations among the offerers.
7. The offers so received will be opened on specified date / time mentioned in the proforma application as per News Paper advertisement at A.P. Industrial Development Corporation Limited, Hyderabad. The offerers or their authorised representatives are requested to be present if they so feel at the time of opening the offers.
8. The tenders or their authorised representatives only are entitled to participate at the time of opening tenders and to participate negotiations. The authorised representative should submit proof of authorisation with the signature duly attested.
- 9(a). On acceptance of offer the offerer shall have to MINIMUM OF 35% of the offer and the balance amount would be treated as Term Loan and shall be paid with in a period no exceeding 3 years or as may be decided by the participating institution. The minimum 35% down payment is to be paid with 30 days from the date sanction letter or as decided by the participating institutions failing which the EMD paid to the Corporation will be forfeited. The balance amount of the offer will be treated as Term Loan(s) carrying compound interest at the rate of 18.5% or current lending rate which ever is higher with quarterly rests payable on February, 28th, May 31st, August 31st, and November 30th . In the case default in payment of installments / interest on due date an additional interest of 5% by way liquidated damages shall be charge over and above the agreed rate of interest for the period of default. The offerer should float / registered a company for carrying on the industrial activities before completion of legal formalities. Offerer shall give suitable guarantees with appropriate collateral

- security of Urban Immovable property as decided by the Participating Institutions to their satisfaction beside the prime security for the balance sale consideration which is to be treated as Term Loan(s).
- (b) In case of 10/5 down payment the terms and conditions of payment would be decided during negotiations and the above clause is not applicable.
- 10 Offerer shall bear all legal charges, documentation charges and stamp duty etc., for the transfer of properties.
11. Bio-data of the offerers shall be furnished with the latest annual reports of the associated companies.
12. Any postal delays / loss is not the responsibility of APIDC. 12. The offer amounts can only be increased but can not be reduced in subsequent negotiations.
- 13 The offer amounts can only be increased but cannot be reduced in subsequent negotiations.
14. Other things are being equal, Preference will be given for sale on outright basis. In case the sale is on loan basis, offer with maximum down payment and lesser period of repayment of Term Loan shall be preferred.
15. **Only the offers in proforma application obtained from the Corporation on payment of Rs 1000/- by way of D.D / Pay Order in favour of APIDC shall only be considered.**
- 16.(a) The offerers should prior to submission of offer satisfy themselves about the correctness of the description, measurements, boundaries etc., of the fixed assets. No enquiries in this regard will be entertained after submission of the offer. The offerer shall be held to have waived all objections to the title, description etc, of the fixed assets.
- (b) No complaint of any defect or otherwise in the said properties or by reason of any error or fault in the description or any deficiency there of in the particulars shall be entertained and there shall also lie no claim of whatsoever mind in respect there of. The intending offerers should make all necessary search and enquiry in regard to quality, extent and all encumbrances of the property and they shall be deemed to offer with full knowledge of full encumbrances, inheritance risks, flaws and defects. Further, if any defect is noticed either at the time of Tender Opening or at a later date, the Corporation shall not be held responsible for any compensation or indemnification in this contest.
17. In case of default in repayments, APIDC reserves the right to recover the dues under the provisions of SFC's Act of 1951 and A.P.R.R.Act without prejudice to other legal rights and remedies.
18. The purchaser shall properly keep and maintain the assets in good and working condition and shall keep the same adequately and properly insured from time to time till all dues are paid to APIDC and other term loan institutions / Banks.
19. APIDC and other participating Institutions / Banks shall have a right to enter and inspect the premises for the purpose of verification of assets and books of accounts till the dues are fully paid to them.

20. In case of sale on loan basis the purchaser shall no shift / transfer / sell /lease or other wise dispose of and / or encumber any of the assets or part there of without the prior written permission of the APIDC / participating institution if any.
21. The purchaser shall not make any change in constitution of the management without the prior permission of APIDC / participating institutions if any.
22. The charge of APIDC and other term lending institutions / Banks on the assets shall continue to operate sol long as full purchase consideration with interest and other miscellaneous expenditure etc., are not paid to APIDC / other term lending institutions / Banks.
23. Offers sent through Telegraph, Telex and Fax will not accepted.
24. In case the due date for receipt and opening of the bid happens to be a holiday, bids will be received and opened at the same timings on the next succeeding working day.
25. Please note that any offer which is conditional or incomplete is liable to be rejected without assigning any reason whichsoever.
26. The Corporation reserves the right to forfeit the amounts paid by the purchaser as on date towards sale consideration in the event of failure to make total payments within time as stipulated in the sanction letter.
27. Once the offer for sale of assets is accepted by the corporation, the sale letter to the Successful tenderer shall be issued only after giving 15 days notice as a final opportunity to the original holder of the unit.
28. The corporation shall not be liable for any payment of dues whatsoever payable by the defaulting industrial concern to any institutions including the Government except For Panchayat/Municipal taxes / dues on the land.
29. The sale is subject to the consent form other participating institutions and also subject to the approval from the High Court of A.P. in case the unit is under Liquidation.

We accept all the above terms and conditions.

YOURS FAITHFULLY

**NAME & SIGNATURE OF
THE BIDDER.**

- NOTE:-
- a) Please enclose the with the offer.
 - b) For any clarification, you are requested to contact.

**CHIEF GENERAL MANAGER (REHAB)
Phone No. 3235253-4-5-6 & Direct No.3234206**