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ANDHRA PRADESH STATE FINANCIAL CORPORATION

----- BRANCH <u>TENDER FORM</u>

Su	lbmission	of	Sealed	Tenders	for	purchase _under Sec.29			
1.	Full Nam Telephone		Address wit	h :					
2.	Constitution/Partnershi		le Proprietar npany)	y :					
3.	Authorised	Reprorisation	lress of the esentative is on letter duly losed)	f					
4.	Tender sul purchase of		d for	: 1. 2. 3. 4.	Land Build Plant Othe	ling & Machinery	- Rs. - Rs. - Rs. - Rs.		
				Total Rs.					
5.	Mode of P	nt	b.]	: a. Whether 100% down payment: Yes/No b. If on Loan basis, initial down payment payable: Rs balance in years.					
6.		red, co	tee proposed overing the	l :	Loca	re: Land/plot tion: e: Rs.	s/buildin	gs/flats	
7.	Particulars	of EM	ID	Nos Dated _ Total A	mount	Pay Order Rs		Bank	
8.	The genera	al term	ns and condit	tions of sal	le are re	eceived and acc	ceptable t	o me / us.	
DΙ	ACE.								
	LACE: ATE :					(SIGNATU	RE OF T	HE TEND	ERER)

ANDHRA PRADESH STATE FINANCIAL CORPORATION GENERAL TERMS AND CONDITIONS FOR SALE OF ASSETS (Under Sec.29 of S.F.C. Act 1951)

- 1. Sealed Tender is required to be submitted in the prescribed form. The stipulated E.M.D. shall be submitted separately by way of demand draft/Pay Order drawn on any Nationalised Bank/Scheduled Bank in favour of "AP State Financial Corporation".
- 2. The sale advertisement is valid for a period of 90 days from the date of the advertisement.
- 3. All the columns in Tender form must be filled. Incomplete information is liable for rejection.
- 4. The assets for sale are on <u>"as is where is"</u> basis. The tenderers / Bidders may submit their tender / quote their offer after verification / inspection of available for sale. For inspection of the unit, the concerned Branch Manager shall be contacted.
- 5. Persons who Intend to Bid for the assets can directly participate in the bidding on the specified date and /or on any Wednesday along with the specified EMD during the validity period of the advertisement.
- 6. The bidders/tenderers or their authorised representatives only, are entitled to participate at the time of bidding/opening of tenders and final negotiations. The Authorised representative shall submit proof of authorisation with his signature duly attested.
- 7. The Tenderers and Bidders will be invited for open bidding on the specified date and/or on subsequent Wednesdays for bidding/negotiations, or such other day as may be fixed by the Corporation.
- 8. The open bidding will be conducted by the appropriate sale Committees of the Corporation in the presence of bidders/tenderers/authorised representatives.
- 9. The sealed tenders will be opened after the bidding is completed and the highest bidder / tenderer is invited for final negotiations.
- 10. The Corporation reserves its right to negotiate with the highest bidder/tenderer after opening of tenders.
- 11. Once the Tenderer/Bidder withdraws from the bidding/negotiations, such tenderer or the bidder will not be entertained again for the same unit against the same advertisement.
- 12. If the highest offer arrived at, through the above process is found satisfactory, the sale proposal will be processed further as per procedure.

- 13. In case the highest offer received through the above process is not acceptable to the Corporation, the said offer will be rejected and receipt of fresh tender, subsequent "tender cum bid process" will continue till the validity period of the advertisement.
- 14. Open bidding will be conducted at 2.00 P.M. on every Wednesday or the next working day in case Wednesday happens to be holiday with all the fresh tenderers/bidders approached during the week.
- 15. The list of units for which sale is considered for finalisation will be displayed on the Notice Board for a period of 7 days. After the expiry of the notice period, tender forms will not be issued and bidding will not be entertained for such units thereafter.
- 16. In case higher offers other than the offer displayed on the Notice board are received during the Notice period, an additional 15% of the offer amount shall be paid in addition to the stipulated EMD, which shall form part of the sale consideration. The existing highest bidder/tenderer will also be invited along with the fresh bidders for further bidding/negotiation.
- 17. If the offers received are rejected by the Corporation, the EMD (without interest) and the additional 15% amount (with Bank Interest) will be refunded by way of crossed cheque. In case the offer is accepted, the successful bidder/tenderer shall pay requisite sale consideration (including the EMD & 15% additional amount paid, if any) within the stipulated time mentioned in the sale letter.
- 18. In case the Tenderer/Bidder backs out during the stage of final negotiations or after confirmation of the sale by the Corporation, the EMD and the additional 15% mount if any will be forfeited.
- 19. In respect of joint finance cases (i.e., on pari-passu basis), the sale finalisation will be subject to consent of all other joint finance institutions.
- 20. The Corporation shall not be liable for any payment of dues whatsoever by the defaulting industrial concern to any Institutions including the Government, except for Panchayat/Municipal taxes dues on the immovable property offered for sale.
- 21. The tenderers shall have no right to claim for finalisation of sale in their favour, by virtue of their submission of tender and / or participation in Bidding/sale negotiation.
- 22. In case the sale is on loan basis, the bidder/tenderer shall submit his bio-data along with passport size photo at the time of submission of tender.
- 23. The bidder / tenderer shall invariably furnish break-up of assets (i.e. Land / Building / Plant & Machinery) available for sale. In case the sale is on loan basis, the successful bidders/tenderers are required to pay a minimum down payment of 35% of the sale consideration including the EMD within 60 days from the date of communication of sale by the Corporation. The balance sale consideration shall be paid in quarterly instalments with further interest as per the prevailing rates for the loan period as fixed by the Corporation.

- 24. The Corporation reserves the right to prefer the offer received on 100% down payment basis over the highest offer received on loan basis based on "Net Present Value" calculations if the former proves to be beneficial to the Corporation.
- 25. The successful bidders/tenderers proposing to purchase only Plant and Machinery on loan basis shall have to provide such collateral securities as determined by the Corporation at the time of completing legal formalities.
- 26. There is no commitment on the part of the Corporation for considering any additional term loan to re-start the unit or diversifying into other lines of activity.
- 27. In case the sale is finalised on 100% down payment basis, the entire sale consideration including EMD shall be paid within sixty days from the date of communication of sale or as decided by the Corporation, failing which EMD will be forfeited.
- 28. Necessary stamp duty and registration charges shall be borne by the successful bidder/tenderer only, for getting the sale deed executed.
- 29. Once the offer for sale of the unit is accepted by the Corporation, 15 days notice will be issued as a final opportunity to all the original promoters of the unit and the sale letter to the successful bidder / tenderer will be issued if there is no response for the same.
- 30. The Corporation reserves the right to accept/reject the tenders/bid offers or to vary the terms and conditions and to cancel it at its discretion without assigning any reasons.
