

TENDER FORM

To

The Authorised Officer,
AP State Financial Corporation
----- Branch

Sir.

Sub: Submission of Tender for purchase of -----

Ref: Sale Notice dated ----- published in-----

I/We submit my / our tender for purchase of Property /Item No.....offered by you in your advertisement dated _____ in _____ Newspaper on outright sale basis/loan basis, which is on 'As is where is' basis'. I/we furnish the necessary details as below:

1. Name of Tenderer	
2. Constitution. Mention Individual / HUF / Proprietary Concern/ Partnership firm/ Private Limited Company / Public Limited Company/Co-operative Society	
3.Address and telephone number, e mail ID for Communication	
4. Name, Address and telephone number, e mail of contact person, if any for communication	
5. Description of the Property/item forwhich tender is submitted	
6.Tender amount	Rs.-----/- (in words)
7. EMD	Rs.-----/- (in words)
8. Details of EMD Payment (DD/ BPO/ RTGS / NEFT/Account Transfer and / or any other acceptable mode of money transfer without time lag – preferably by RTGS / NEFT".)	Date: Amount: Bank : Branch Name : UTR No. DD No.

8.07.12
I/ we have read and understood the terms and conditions of sale and verified the other particulars regarding the property being offered for sale through this tender. I / We have further understood that the sale is being made on 'As is where is and As is what is' basis and also without any representations and warranties from the APSFC on encumbrances, statutory liabilities etc.

I / we have signed the tender document as required therein. I / we agree to abide by the terms and conditions for sale. I / we have enclosed all documents as required to be submitted along with this tender. I / we, am / are fully aware and agree that the Seller shall have the sole right either to accept or reject the tender without assigning any reason.

Yours faithfully,

(Signature of the Tenderer)

(for Stamp is required in case of Tenderer is Partnership Firm/ HUF/ Company/ Society)

NOTE: Please read the terms and conditions for sale of the property as mentioned in the tender document before filling up and submitting the tender. Furnish correct and complete information. Furnishing incorrect and false information relating to any fact and or failure to enclose any required document, which may materially affect the selection of the tender, may cause the tender to be rejected. Whether any such fact /information is material or not, is subject to the facts and circumstances of the case and shall be decided by the Seller at his sole discretion which shall be final and binding.

DECLARATION

Station:

Date:

The Authorised Officer,
AP State Financial Corporation
----- Branch

Sir,

1. I/We, the tenderer/s aforesaid do hereby state that, I/We have read the entire terms and conditions of the sale and understood them fully. I/We, hereby unconditionally agree to conform with and to be bound by the said terms and conditions and agree to take part in the Online Auction.
2. I/We declare that the EMD and other deposit towards purchase-price were made by me/us as against my/our bid and that the particulars remittance given by me/us in the bid form is true and correct.
3. I/We further declare that the information revealed by me/us in the bid document is true and correct to the best of my/our belief. I/We understand and agree that if any of the statement/ information revealed by me/us is found to be incorrect and/or untrue, the bid submitted by me/us is liable to be cancelled and in such case, the EMD paid by me/us is liable to be forfeited by the APSFC and the APSFC will be at liberty to annul the offer made to me/us at any point of time.
4. I/We also agree that after my/our offer given in my/our tender for purchase of the assets is accepted by the APSFC and if I/We fail to accept or act upon the terms and conditions of the sale or am/are not able to complete the transaction within the time limit specified for any reason whatsoever and/or fail to fulfill any/all the terms and conditions of the bid and offer letter, the EMD and any other monies paid by me/us along with the bid and thereafter, are liable to be forfeited.
5. The decision taken by the Authorised Officer of the APSFC in all respects shall be binding on me/us.
6. I/We also undertake to abide by the additional conditions if announced during the auction including the announcement of correcting and/or additions or deletions of terms being offered for sale.

Signature:

Name:.....

Address:.....

e-mail id.....

Mobile:.....

ANDHRA PRADESH STATE FINANCIAL CORPORATION

**General Terms and Conditions for auction sale of mortgaged assets Under the
SARFAESI Act**

01. The sale of secured asset (s) is/ are on 'As is where is' and 'As is what is' basis. The Tenderer/s are assumed to have inspected the properties offered for sale them and the principle of caveat emptor will apply to the sale.
02. Every tenderer is deemed to have gone through and accepted the Terms and Conditions for sale. There shall not be any counter proposals or different manner of paying the amounts.
03. Conditional tenders will be treated as invalid. Please note that after submission of the tender/s, no correspondence regarding any change in the terms will be entertained.
04. Only valid tenderers will be invited for negotiations.
05. Tenderers may inspect on the date(s) given in the public sale notice / tender document and satisfy themselves regarding the physical nature, condition, extent, etc of the property. Bidders are bound by the principle of caveat emptor (Buyer Beware). Complaints, if any in the matter of inspection shall immediately be brought to the notice of the Authorized Officer.
06. Tenderers may inspect and verify the title deeds and other documents relating to the property available with the Corporation.
07. The interested tenderers shall submit one tender form for each property. In case tenderer, offers for more than one property, he/she will have to submit separate EMD amount for each property along with the bid amount.
08. The bid/s shall be accompanied by stipulated Earnest Money Deposit (EMD) by way of RTGS/Demand Draft/ pay order drawn on nationalized bank or schedule bank in favor of Andhra Pradesh State Financial Corporation, cheque or cash towards EMD shall not be accepted.
09. Incomplete tender forms will not be accepted and the bids submitted without EMD amount shall be summarily rejected.
10. No property will be sold below the reserve price. Any tender quoted below reserve price will be treated as invalid.
11. There are no express or implied conditions or warranties of sale. Neither reliance can be had on any description nor will any complaint against the description be entertained.
12. The Authorised Officer / Corporation will not be responsible for any deviation or modification or reduction in extent and other descriptions mentioned in the sale notice.

13. In case the date of inspection/auction is declared by the Government as a public holiday, then such date of inspection/auction automatically will get postponed to the next working day at the same time without any further communication in this regard.
14. The Authorised Officer reserves the right to negotiate with the highest bidder/bidders who quoted more than reserve price for enhancement of the bid and to confirm the sale in favour of the person whose bid is highest.
15. After the highest bid in the auction is identified:
 - i) the EMD's paid by all other bidders except the highest bidder will be returned.
 - ii) The highest bidder will have to deposit 25% (inclusive of EMD) of the bid immediately or before the close of the next banking day in the form of RTGS/DD/Pay Order payable to the APSFC at the place where the auction is held.
 - iii) The balance amount is payable on or before the 15th day of confirmation of sale of the assets by the Authorized Officer or within the extended period as agreed between the parties.
16. In case 25% of sale price is not paid within stipulated time, the EMD will be forfeited. In case after paying 25%, the balance amount of 75% is not paid within 15 days of confirmation of sale or within such extended period, then 25% of bid amount already paid will be forfeited. The defaulting highest bidder shall forfeit all claims to the property or to any part of the sum for which it may be subsequently sold.
17. The Corporation reserves to itself the right to participate in the auction in its own right.
18. The Authorised Officer reserves the right either to accept or reject any bid in the auction without assigning any reasons and the decision of the Authorised Officer in this regard shall be final.
19. The Authorised Officer reserves the right to cancel or postpone the sale at any time without assigning any reason.
20. The Authorised Officer reserves the right to withdraw from the sale or withhold from selling any of the mortgaged assets at any time but prior to confirmation of sale.
21. The successful bidder has to pay the property tax, commercial tax, sales tax and other dues to the Government and other statutory liabilities, if any, in respect of the property sold.
22. To the best of knowledge and information of the Authorised officer, no other encumbrance exists on the properties. However, the intending bidders should make their own independent enquiries regarding the other encumbrances, title of property/ies put on auction and claims/rights/dues effecting the property, prior to submitting their bid. The auction advertisement does not constitute and will not be deemed to constitute any commitment or any representation of the Corporation. The property is being sold with all the existing and future encumbrances whether known or unknown to the Corporation. The Authorised Officer/Secured Creditor shall not be responsible in any way for any third party claims/rights/dues.

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23. Where the immovable property sold is subject to any encumbrance to the knowledge of the Corporation, the Authorised Officer, if he thinks fit will allow the highest bidder to deposit the money required to discharge the encumbrance and any interest due thereon together with such additional amount that may be sufficient to meet the contingency or further cost, expenses and interest as may be determined by the Authorised Officer.
 24. The particulars specified in the auction notice published in the newspapers and annexed herein below have been stated to the best of the information of the undersigned, however undersigned shall not be responsible/liable for any error, misstatement or omission. It shall be the responsibility of the bidders to inspect and satisfy themselves about the assets and specification before submitting the bid.
 25. If the entire amount of the bid is paid to the Corporation in the manner stipulated, then the Authorised Officer will execute a certificate of sale in favour of the successful highest bidder for the land and building / machinery (expenses on bidder's account) and the Authorised Officer shall deliver the property to the highest bidder if under actual possession and not under constructive possession.
 - (i) Sale Certificate will be issued by the Authorised Officer of the Corporation only in the name/names of the tenderers whose name/names are mentioned in the tender form.
 - (ii) No request for inclusion/substitution/exclusion of names mentioned in the tender form will be permitted in the sale certificate to be issued.
 - (iii) Sale Confirmation/Sale Certificate shall be collected in person or through an authorized person.
 - (iv) The Stamp Duty, Registration Charges, etc. as per relevant laws for the sale certificate shall be borne by the successful bidder.
 - (v) The Sale Certificate will not be issued pending operation of any stay/injunction/restraint order passed by the DRT/DRAT/High Court or any other court against the issue of Sale Certificate.
 - (vi) The deposit made by the successful-bidder, pending execution of Sale Certificate, will be kept in noninterest bearing deposit account.
 - (vii) No request for return of deposit either in part or full/cancellation of sale will be entertained.
 - (viii) The title deeds and other documents related to the property and deposited with the Corporation for creation of Equitable Mortgage shall be delivered to the Successful bidder/Auction Purchaser, on execution of the Sale Certificate.
 26. In case of stay of further proceedings by DRT/DRAT/High Court or any other Court, the auction may either be deferred or cancelled and persons participating in the sale shall have no right to claim damages, compensation or cost for such postponement or cancellation. However any deposits by the tenderer will be returned at the request of tenderer.
 27. For other conditions not covered, the decision of the Authorised Officer is final. The above terms and conditions are in addition to the conditions if any stipulated in the advertisement for sale.
 28. Any dispute is subject to the jurisdiction of State of Andhra Pradesh / Telangana only.

Enclosure (3) to Annexure-VIII

FORMAT FOR SUBMISSION OF PROFILE OF THE BIDDER

(To be filled and submitted by the Bidder/Offerer)

1.	a) Full Name of the Bidder <i>(in Block letters)</i>	
	b) Complete Postal Address with PIN Code, Telephone Nos.; Fax Nos.; Website, etc.	
	c) Mobile Nos.	
	d) E-mail ID	
2.	Brief particulars of business (if any)	
3.	Relationship, if any, the Bidder has with any employee of APSFC	
4.	Name and particulars of the Company/Firm/Person in whose name the Secured Assets/property are to be purchased	
5.	Particulars of Bank Account No. and Name of the Bank	
6.	Income Tax Permanent Account Number(s) (PAN) of Bidder (enclose copy of PAN Card)	

Each and every information and documents to be submitted is mandatory.

I/We have read and understood the detailed terms and conditions of the sale and have also read, perused and understood all the relevant papers and have carried out my/our own due diligence. In case any information is found to be incorrect/ incomplete, I/We shall not hold the Authorised Officer or secured lenders responsible for the same and shall not have any claim whatsoever against either of them.

Signature of the duly authorised official of the Bidder

Name and Designation of the Authorised Signatory

Place :

Date :

Encl: copy of PAN Card