

**THE SHRIRAMPUR TALUKA KAPUS UTPADAK SAHAKARI SUT GIRNI
MARYADIT, SHRIRAMPUR (UNDER LIQUIDATION),
OFFICE ADD : SDO OFFICE SHRIRAMPUR AHMEDNAGAR**

**TENDER FORM FOR SALE OF LAND, ALONG WITH BUILDING OF
SHRIRAMPUR TALUKA KAPUS UTPADAK SAHAKARI SUT GIRNI MARYADIT,
SHRIRAMPUR**

INDEX		
SR. NO.	Particulars	PAGE NO.
1	Notice	
2	Location & Description of property for sale	
3	Instruction to bidders "(ITB)	1 to 11
4	Annexure " A " - General Information of the bidder	12 to 13
5	Annexure " B & B1 " Commercial Bid Format	14 to 15
6	Annexure " C " - Bid Security form	16
7	Annexure " D " - Bidders Power of Attorney	17
8	Annexure " E " - Banker's CA'S Certificate for Investible Funds	18
9	Annexure " F " - Self Declaration	19

(FOR OFFICE USE ONLY)	
1	Issuing Authority Liquidator, Shrirampur Taluka Kapus Utpadak Sahakari Sut Girni Maryadit, Shrirampur
2	Date of issue.
3	Receipt No. and Date
4	Name of the Tenderer

N. B. : - The entire tender document should be returned duly filled in and signed.

Tender form Price Rs 20000/- (Non - Refundable) Twenty Thousand only SR. No.

INSTRUCTIONS TO BIDDERS (ITB)
SHRIRAMPUR TALUKA KAPUS UTPADAK SAHAKARI SUT GIRNI MARYADIT,
SHRIRAMPUR (UNDER LIQUIDATION)
LOCATION AND DESCRIPTION OF PROPERTY FOR SALE WITH TERMS &
CONDITIONS OF THE TENDER

1. LOCATION & DESCRIPTION OF PROPERTY

a a) Land & Building : Bhaironathnagar, Tal – Shrirampur

Sr no	Survey No	Area H. R	Building	Purpose	Sq mtr	Security desopit (Rs)
1	98/1 98/2	4.65 4.65	1. School Building -1 2. Cycle Stand -2	Residential	46500.00 46500.00	1528900/- (Rs. Fifteen lacs twenty eight thousand nine hundred)
2	96/2	5.02	1. Pump house (pump house -ii & water Tank) 2. Water supply tank underground & overhead-2)	Industrial	50200	1226530/- (Rs. Twelve lacs twenty six thousand five hundred thirty)
Total		14.32		Total	143200	2755430/- (Rs. Twenty seven lacs fifty five thousand four hundred thirty)

(Note : The material in the form of yarn, cotton, waste lying in the mills including such material lying in process on the machines are excluded from this tender.)

Tenderer's Sign.

SUBMISSION OF BIDS

1. PREQUALIFICATION OF BIDDERS

1. This invitation for bids is open to all firms / Joint Ventures / Entrepreneurs who are eligible to do business in India under relevant Indian laws as is in force at the time of bidding except those who have been declared by any agency of the Government of Maharashtra and/or India to be ineligible to participate for corrupt, fraudulent or any other unethical business practices during the period for which such ineligibility is declared.
2. The Bidder should have the capacity to purchase the Land & Building material. This should be supported by Bankers or Chartered Accountant's Certificate. The Bankers certificate for funds available for immediate investment will be in the Proforma given in Annexure-E.
3. The Bidder shall have Service Tax Clearance up to March 2010.
4. Security Deposit as per clause 9
5. PAN No. and income tax returns for the last Three financial year to be remitted on date of opening of technical bid, Service tax No. & returns
6. Balance sheet, Profit & Loss account for last three years
7. Companies Registration Certificate & Partnership Deed in case of firms

This tender process is being done as per the order of the Hon'ble, High Court Aurangabad in Writ Petition No. 6598/2010, along with 8664/2010 & 10461/2010, dated 29/11/2010. As per the order the following firms / companies are allowed by the Hon'ble, High Court Aurangabad to participate in the tender process. They should offer price above the upset price Rs 5,65,00,000/- which is fixed by the Hon'ble, High Court Aurangabad.

The undertaking of Aurangabad Canstro Project Pvt. Ltd., Aurangabad has been taken on record by the Hon'ble, High Court Aurangabad in Writ Petition No. 6598/2010, in which the said company has undertaken that it should submit its bid at the minimum amount of Rs 5,65,00,000/-

As the Ashok Milk Processing & Allied Industries Pvt. Limited Pragatinagar Shirasgaon, Tal Shrirampur District Ahmednagar & Western Construction Shrirampur, Tal Shrirampur District Ahmednagar are the Petitioners of the Writ Petition No. 8664/2010, 10461/2010 and have also undertaken to participate in the present bid and the Security deposit amount which they have deposited in the previous tender dated 18/2/2010, will be adjusted towards the security deposit that would be required to be deposited in accordance with this tender notice.

2. COST OF BIDDING

The bidder shall bear all the costs associated with the preparation and submission of its bid, and the Tendering Authority in no case, will be responsible or liable for these costs, regardless of conduct or outcome of the bidding process.

3. BIDDING DOCUMENTS

The Bidder is expected to examine all instructions, forms, terms and specifications in the bidding documents. Failure to furnish any information required by the bidding documents or submission of a bid not substantially responsive to the bidding documents in every respect will be at the Bidder's risk and may result in rejection of the bid.

Tenderer's Sign.

4. AMENDMENT OF BIDDING DOCUMENTS

At any time prior to the deadline for submission of bids, the Tendering Authority may, for any reason, whether on its own initiative or in response to the clarification requested by a prospective bidder, modify, change, incorporate or delete certain conditions in the bidding document.

All prospective bidders who have received the bidding documents will be notified of the amendments if any in writing, and will be binding on them.

In order to allow prospective bidders reasonable time to take into consideration the amendments while preparing their bids the Tendering Authority, at its discretion, may extend the deadline for the submission of bids.

5. LANGUAGE OF BID

The bid prepared by the Bidder, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Tendering Authority shall be in English language. Wherever the correspondence is not in English, requisite translation should be attached, and the English version shall prevail.

6. BID FORM

The Bidder shall submit the Commercial Bid in the form given in Annexure- B & B 1.

7. HOW TO QUOTE PRICES

1. The Tender forms should be filled in completely . The offer amount should be clearly indicated both in figures as well as in words. The original tender form duly signed should be submitted along with the offer.
2. The sale of the property (land, building & structures, etc.) is on the basis of " AS IS WHERE IS BASIS AND ON AS IS WHAT IS BASIS " . Tenderer has to quote the price for both i. e. land, building / structures and etc. together. The tender will be finalized only by considering separate prices of the items. The tenderer has to quote the price for the items which he has to bid.
3. The offers in the prescribed Tender form be submitted in a sealed envelope clearly superscribed with the words " INVITATION FOR BIDS FOR PURCHASE OF LAND ALONG WITH BUILDING, OF SHRIRAMPUR TALUKA KAPUS UTPADAK SAHAKARI SUT GIRNI MARYADIT, SHRIRAMPUR"

8. BID CURRENCY

Prices shall be quoted in Indian Rupees only.

Tenderer's Sign.

9. Security Deposit -

1. The Tender must be accompanied by a security deposit separately for the property which the bidder has to bid. by way of Demand Draft drawn on Nationalized Bank in favour of Liquidator SHRIRAMPUR TALUKA KAPUS UTAPADAK SAHAKARI SUT GIRNI MARYADIT, SHRIRAMPUR payable at Shrirampur. The amount of Security deposit is mentioned on page No. 1 of this document.
The Security Deposit money shall be forfeited if Bidder withdraws his bid during the period of Bid validity specified by the bidder on the Bid form.
2. Tender not accompanied with the prescribed Security Deposit, shall be considered as invalid and shall be summarily rejected.
3. The offer should be kept valid and can not be withdrawn by the Tenderer, till the bid is finalised and approved by the Joint Director (Administration) Textile.
4. In case of unsuccessful bidders, the amount of Security Deposit Shall be refunded within 20 days from the date approval of the bid in favour of successful bidder. The Security deposit will not carry any interest.
5. The entire Security Deposit shall be liable for forfeiture in case of default of any of the Terms and Conditions of the Tender.

10. CONTENTS OF ENVELOPES

Bid will be a two Envelope Bid comprising of Technical Bid & Commercial Bid.

TECHNICAL BID

First envelope shall be marked as Envelope No. 1 Technical envelope which contains

Documents Establishing Tenderers Eligibility & Qualification:

- a) Security Deposit as per Clause 9.
- b) Service Tax Clearance Certificate up to March 2010.
- c) PAN No. & Income Tax returns for the last Three financial year to be remitted on date of opening of technical bid.
- d) Balance Sheet, Profit & Loss Account for last Three years.
- e) Companies Registration Certificate & Partnership Deed in Case of firms co-op . Registration / Trust Certificate as applicable .
- f) Certificate from Bank/ Chartered Accountant as per clause 1 (ii) of Instructions To Bidder
- g) Bidders Power of Attorney, if applicable.

Tenderer's Sign.

11. COMMERCIAL BID

Second envelope shall be marked as envelope No. 2 "Commercial Envelope" which contains only price schedule in the prescribed Proforma in Annexure B & B1. The bidder should mention the Survey No. on the Commercial envelope which he is going to bid. The bidder should Submit envelope No. 2 Commercial Envelope for each property separately.

12. SIGNING OF BIDS

The Bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the Contract. The latter authorization shall be supported by written power-of-attorney accompanying the bid. All pages of the bid, except for un-amended printed literature, shall be initialed by the person or persons signing the bid. Any interlineations, erasures or overwriting shall be valid only if they are signed by the person or persons signing the bid.

The offer must be submitted duly signed in original Tender form. The Tender form is not transferable. The Upset price of the properties included in the tender is Rs 5,65,00,000/- (In Words Rs. five Crores Sixty Five Lacs) which is fixed by The Hon'ble, High Court Aurangabad in Writ Pition No. 6598/2009, 8664/2010 and 10461/2010 order dated 29/11/2009. Each tenderer willing to bid has to bid above this upset price.

13. COMPLETENESS OF BIDS

The bid will be summarily rejected if all the documents mentioned above are not enclosed in technical bid.

14. SUBMISSION OF BIDS

Each offer should be placed in a separate envelope super scribed: "Technical bid" or "Commercial bid", as the case may be, bearing the words "Invitation for Bids for purchase of lands along with building of Shrirampur Taluka Kapus Utpadak Sahakari Sut Girni Marayadit Shrirampur. Name of the bidder and contact address should also be written on the envelope.

Tender will be accepted from 10/1/2011 to 24/1/2011 between 11.00 a. m. to 3. 00 p.m. (Excluding Government holidays) at the authorised office of the The Liquidator, Shrirampur Taluka Kapus Utpadak Sahakari Sutgirni Maryadit, Shrirampur i.e. office of the Sub Divisional Officer Shrirampur, Shivaji Chowk, Shrirampur - Sangamner road, Shrirampur Tal Shrirampur District Ahmednagar

The submission of the Tender shall mean and imply that the Tenderer has unconditionally agreed to and accepted all the terms and conditions of the Tender.

15. SEALING AND MARKING OF BIDS

The Bidders shall seal the envelope No. 1 Technical envelope and envelope No. 2 Commercial envelope in separate inner envelopes, duly marking the envelopes as "envelope No. 1, Technical Envelope" and "envelope No. 2 Commercial Envelope". The inner and outer envelopes shall be addressed to The Liquidator, Shrirampur Taluka Kapus Utpadak Sahakari Sut Girni Maryadit Shrirampur. The two envelopes will be placed in an outer envelope. The outer envelope should also be addressed to The Liquidator, Shrirampur Taluka Kapus Utpadak Sahakari Sut Girni Marayadit Shrirampur. This will contain the name and address of the Bidder in case it is declared "late".

If the outer envelope is not sealed and marked, the Tendering Authority will assume no responsibility for the Bid's misplacement or premature opening.

Tenderer's Sign.

16. DEADLINE FOR SUBMISSION OF BIDS

- 1) Bids must be received by the Tendering Authority at the address, not later than the time and date specified in the Invitation for Bids. In the event of the specified date for the submission of Bids being declared as a holiday for the Tendering Authority, the bids will be received up to the appointed time on the next working day.
- 2) The Tendering Authority may, at its discretion, extend this deadline for submission of bids, in which case all rights and obligations of the Tendering Authority and Bidders subject to the deadline will thereafter be subject to the deadline as extended.
- 3) All offers duly sealed in an envelope and addressed to the Liquidator, Shrirampur Taluka Kapus Utpadak sahakari Sut Girni Maryadit Shrirampur must be deposited at the office of the Sub Divisional Officer Shrirampur Dist Ahmednagar THE TENDER SENT BY POST / COURIER SERVICE WILL NOT BE ENTERTAINED.

17. LATE BIDS

Any bid received by the Tendering Authority after the deadline for submission of bids prescribed, will be rejected .

18. WITHDRAWAL OF BIDS

The Bidder may withdraw its bid after the submission, provided that written notice of the withdrawal is received by the Tendering Authority prior to the deadline prescribed for submission of bids.

No bid may be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of the bid validity specified by the Bidder on the Bid Form. Withdrawal of a bid during this interval shall result in the Bidder's forfeiture of its bid security.

19. PERIOD OF VALIDITY OF BIDS

Bids shall be valid for acceptance for a period of 30 days from the date of opening. A Bid valid for a shorter period shall be rejected by the Tendering Authority as non-responsive.

In exceptional circumstances, the Tendering Authority may solicit the Bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing.

BID OPENING AND EVALUATION**20. EVALUATION COMMITTEE**

The tenders shall be evaluated by the Tender Committee constituted by Liquidator, Shrirampur Taluka Kapus Utpadak Sahakari Sut Girni Maryadit Shrirampur & Collector Ahmednagar. The decision of the Tender Committee in the evaluation of the Technical bids shall be final.

Tenderer's Sign.

21. OPENING OF BIDS:

The Tendering Authority shall open the bids as per the schedule. In the event of the specified date of Bid opening being declared holiday for the Tendering Authority, the Bid shall be opened at the appointed time and location on the next working day.

The technical bids envelope will be opened and listed for further evaluation. The Bidder's names, bid modifications or withdrawals, the presence or the absence of requisite bid security and such other details as the Tendering Authority, at his discretion, may consider appropriate, will be announced at the time of opening. Bids failing to fulfill the technical criteria shall be rejected at the opening, including the late bids. However the Tendering Authority reserves the right to amend any precondition of the bid criteria.

The Financial bid covers shall be listed and put into a bag sealed. The sealed bag of financial bids shall be in custody of a designated officer and the financial bids will not be opened till the completion of evaluation of technical bids.

Bids will be opened in the presence of bidder's representatives, who choose to attend. The bidder representatives who are present shall sign a register evidencing their attendance.

Bids that are not opened and read out at bid opening shall not be considered further for evaluation, irrespective of the circumstances. Withdrawn bids will be returned unopened to the bidders.

22. CLARIFICATION OF BIDS

During evaluation of bids, the Tendering Authority may, at its discretion, ask the Bidder for a clarification of its bid. The request for a clarification and the response shall be in writing and no change in prices or substance of the bid shall be sought offered or permitted.

23. SCRUTINY OF THE BID

Preliminary scrutiny will be made to determine whether the bids are complete, whether any computational errors have been made, whether required security deposit has been furnished, whether the documents have been properly signed, and whether the bids are generally in order.

Prior to the detailed evaluation, the Tendering Authority will determine the substantial responsiveness of each bid. For purposes of these clauses, a substantially responsive bid is one which confirms to all the terms and conditions of the bidding documents without material deviations.

If a bid is not substantially responsive, it will be rejected by the Tendering Authority and may not subsequently be made responsive by the bidder by correction of the non-conformity. Technical bid shall be evaluated in two sub-steps.

Firstly, the documentation furnished by the tenderer will be examined prima facie to see if the financial capacity claimed therein are consistent with the needs of this sale.

In the second step, the Tendering Authority may ask the bidders for additional information, arrange discussions with their professional, technical faculties to verify claims made in technical bid documentation. If the document supplied by the bidder are found to be fraudulent or misrepresenting the facts, it will render the bidder ineligible for further participation in the tender process. The decision of the Tender Committee in this regard is final and binding on the bidder and can not be challenged.

Tenderer's Sign.

24. TECHNICAL EVALUATION

The Technical Evaluation shall be based on the information given by bidders.

25. DATE OF OPENING OF COMMERCIAL BIDS

The date for opening of the commercial bid is 25/1/2011 after the scrutiny of the technical bid has been completed. The Commercial bids shall be opened by the Liquidator, Shrirampur Taluka Kapus Utpadak Sahakari Sut Girni Maryadit, Shrirampur at the office of the Collector, Ahmednagar in the presence of the Joint Director (Administration), Textile, Nagpur, who has been delegated the powers by Director, to grant sanction to the bids.

26. REVISED COMMERCIAL BIDS

Should there be any changes in the terms and conditions of the tender pursuant to the negotiations during the evaluation of the technical bids, which are likely to impact on the financial bids, it shall be competent for the Tendering Authority to seek revised commercial bids in sealed covers ONLY from those Tenderers cleared technically by the committee. While seeking such revised financial bids, the committee shall give reasons justifying the need for such a course of action.

27. OPENING OF COMMERCIAL BIDS

The Tendering Authority may at its discretion discuss with the Bidder(s) to clarify contents of financial offer.

The Tendering Authority may, at its discretion, negotiate with one or more of the bidders to explore the scope for revision of financial offers so as to meet its expectation of a cost effective, sustainable, and economically promising solution.

28. EVALUATION OF COMMERCIAL BIDS

The commercial bids of only technically successful tender will be opened.

29. AWARD CRITERIA

Final choice of firm/ individual to purchase the property shall be made on the basis of evaluation of Technical bid and financial bid thereof.

The financial bid will be evaluated on the basis of cost effectiveness of the solution. The bidder whose commercial offer has been determined to be highest will be selected finally.

The Liquidator, Shrirampur Taluka Kapus Utpadak Sahakari Sut Girni Shrirampur also reserves the right of calling the tenderers for negotiations after the tenders are opened. Negotiations will be held only with those tenderers whose offer is least 75% of the value of the highest bidder. The Negotiations will be held on the date of opening of tenders, If after opening and it decided to hold further negotiations for obtaining a better offer. the same will be done by the Liquidator, Shrirampur Taluka Kapus Utpadak Sahakari Sut Girni Shrirampur and The Joint Director (Administration) Textile, Nagpur in the office of Collector Ahmednagar. After finalization of bid, The Joint Director (Administration) Textile who has been delegated with the powers by The Director (Administration) Textile, Nagpur shall grant sanction to the proposal that would be submitted by The Liquidator, Shrirampur Taluka Kapus Utpadak Sahakari Sut Girni Shrirampur on the same day.

Tenderer's Sign.

30. CONTACTING THE TENDERING AUTHORITY

No Bidder shall contact the Tendering Authority on any matter relating to its bid, from the time of the bid opening to the time the contract is awarded. If he wishes to bring additional information to the notice of the Tendering Authority, he should do so in writing. The Tendering Authority reserves the right as to whether such additional information should be considered of otherwise.

Any effort by a Bidder to influence the Tendering Authority in its decision on bid evaluation, bid comparison or contract award may result in disqualification of the Bidder's bid and also forfeiture of his bid security amount.

31. CORRUPT OR FRAUDULENT PRACTICES

The Tendering Authority requires that the bidders under this tender, observe the highest standards of ethics during the tender process.

- a) "corrupt practice" means the offering, giving, receiving or soliciting of any thing of value to influence the action of the public official in the tender process.
- b) "fraudulent practice" means a misrepresentation of facts in order to influence a tender process to the detriment of the Tendering Authority, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Tendering Authority of the benefits of the free and open competition; The Tendering Authority will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;
The Tendering Authority will declare a firm ineligible, either indefinitely or for a stated period of time, if it at any time determines that the firm has engaged in corrupt and fraudulent practices in competing for, or in executing, contract.

32. NOTIFICATION OF AWARD

Prior to expiration of the period of bid validity, the Tendering Authority will notify the successful bidder in writing that its bid has been accepted.

Upon the successful bidder's furnishing of performance security, the Tendering Authority will promptly notify each unsuccessful bidder and will discharge their bid security.

33. SECURITIES AND SIGNING OF AGREEMENT

Considering the stake involved, The Liquidator, Shrirampur Taluka Kapus Utpadak Sahakari Sut Girni Maryadit Shrirampur reserves its rights to ask for additional security deposit from the highest bidder after negotiation. The total amount of such additional security deposit shall not exceed 10% of the highest bid after negotiations, including the initial security deposit to paid with the tender. Such highest bidder shall deposit the additional security deposit within a period of 2 days from the date of demand for the same from The Liquidator, Shrirampur Taluka Kapus Utpadak Sahakari Sut Girni Maryadit Shrirampur. in the form of D. D. asking for such additional security deposit shall not be construed as acceptance of the highest offer.

Tenderer's Sign.

1. The right to accept or reject or any or all offers without assigning any reason in reserved with the Liquidator, Shrirampur Taluka Kapus Utpadak Sahakari Sut Girni Maryadit Shrirampur and the Joint Director (Administration) Textile, Nagpur.
2. After acceptance of the offer the successful Tenderer shall pay the following amount.
 - (a) 50% of the agreed price within 5 days from the date of receipt of the Acceptance letter.
 - (b) Further 40% of the agreed price within 10 days from the date of receipt of the Acceptance Letter.
 - (c) The balance 10% plus taxes on sale of building / structure (after adjusting Security Deposit) at the time of Conveyance. The possession of the property will be handed over to the successful tenderer only after full and final payment.
 - (d) All payment shall be made by Demand Draft Drawn on Nationalised Bank and drawn in favour of Liquidator, Shrirampur Taluka Kapus Utpadak Sahakari Sut Girni Maryadit Shrirampur Payable at Shrirampur.

34) TAXES & DUTTES

1. All outgoings by way of local authority Taxes and property taxes in respect of piece and parcels of land & Building included in the Tender shall be the liability of the Tenderer from the date on which acceptance to the offer is conveyed to the tenderer. The successful tenderer shall also be liable for all such outgoing if levied retrospectively after the date of execution of the conveyance deed.
2. Purchaser shall comply with all Statutory provisions, Rules & Regulations, Bye - laws, etc. in all respects, including paying all fees, taxes in accordance with provisions of any Central or State enactment, ordinance or other statute, or any regulation or by law of any local or other duly constituted authority.
3. All expenses like Stamps Duty, Registration Charges, Documentation etc. shall be borne by the tenderer.
4. The Taxes including Maharashtra VAT and expenses incidental to and in relation to sale of machineries, store / spares / scrap, furniture & fixtures, building / building material etc, shall be borne and paid by the purchaser alone.
5. All taxes related to revenue department shall be borne by the tenderer.

35. BINDING CLAUSE

All decisions taken by the Tendering Authority regarding the processing of this tender and award of contract shall be final and binding on all parties concerned.

The Tendering Authority, reserves the right:-

- To Vary, modify, revise, amend or change any of the terms and conditions mentioned above; or
- To reject any or all the tender/s without assigning any reason whatsoever thereof or to annul the bidding process and reject all bids at any time prior to award of contract, without thereby incurring any liability to the affected bidder(s) or any obligation to inform the affected bidder(s) of the grounds for such decision.

In case of any ambiguity in the interpretation of any of the clauses in Tender Document the Tendering Authority's interpretation of the clauses shall be final and binding on all parties.

Tenderer's Sign.

36. POSSESSION OF PROPERTY

The possession of the said property shall be handed over to the buyer after receipt of full & final payment as mentioned at sub - clause (a)(b)(c) &(d) of clause 33 stated above, Conveyance Deed shall be executed only after receipt of full and final payment as mentioned at clause 33 above.

37. PENALTY CLAUSE

In case the successful tenderer does not pay the amount within stipulated time limit as mentioned under clause No. 33 to (c) the interest @ 18% P.A. will be charged for the number of days the delay occurs in any on or more payment mentioned in the said clause from the due date till the date of actual payment. However such period of delay (with interest as aforesaid) will be allowed only for a maximum period of 5 days, 10 days in case of payment under clause 33(2), 2(b), 2(c) respectively.

In the event of failure of refusal on the part of the Tenderer to pay the amount as stipulated for any reasons whatsoever the security deposit and other amount received shall be forfeited.

38. RESOLUTION OF DISPUTES

In case of any dispute between the parties in respect of this tender, the same shall be referred to Arbitrator sole who shall be Joint Director (Administration) Textiles, Nagpur and his decision will be final.

The intending purchaser shall indemnify the seller against all actions, suits, claims and demands brought or made against it in respect of any thing done or omitted to be done by the intending purchaser in execution of, or in connection with the work of the agreement and against any loss or damage to the seller in consequence of any action or suit being brought against seller for any thing done or omitted to be done in the execution of Agreement

Any dispute arising out of this Tender / deal shall be subject Shrirampur jurisdiction only.

I / we have carefully read and understood the above terms and conditions of the Tender attached to this offer and form part of this Tender, which I / we hereby accept unconditionally.

Endosures : 1) Annexure " A " - General Information of the bidder
2) Annexure " B & B1 Commercial Bid format
3) Annexure " C " - Bid Security form
3) Annexure " D " - Bidder Power of Attorney
5) Annexure " E " - Banker/ CA'S Certificate for Investible Funds
6) Annexure " F " - Self Declaration

**Signature of the Tenderer
with Rubber Stamp & Date**

**Annexure " A " ,
Bidder's Information**

**IN RESPONSE TO THE TENDER NOTICE PUBLISHED BY THE SHRIRAMPUR
TALUKA KAPUS UTPADAK SAHAKARI SUT GIRNI MARYADIT, SHRIRAMPUR
(UNDER LIQUIDATION) READ WITH TERMS & CONDITIONS CONTAINED IN
THE TENDER FORM**

1. **Name in Full of the Tenderer** :
(in Block Letters)
2. **Address of the Tenderer** :
:
:
:
:
Telephone No. : office
: Residence
- Mobile No.** :
- Fax No.** :
3. **Address for Communication** :
- Telephone No.** : **Office** **Resi.**
- Mobile No.** :
- Fax No.** :
4. **Organisational form of the** : (Please tick whichever is applicable)
- a) **Individual** : b) **Partnership Firm**
- c) **Private Limited Company** : d) **Public Limited Company**
- e) **Public Sector Underretaking** : f) **Statutory Corporation**
- g) **State Government Dept.** : h) **Central Government Dept.**
i) **Whether Non-Resident Indian** : j) **Any other (please specify)**
(N R I) (Please Specify)

Tenderer's Sign.

5. **Name of the Bankers and address** :
- :
6. **Particulars of Demand Draft / Pay** : **D.D.No./Pay Order No.**
Order for Payment of Security Deposit : **Date:-**
Rs : **Name of the Bank -----**
: -----
7. **Permanent Income Tax Account Number** : _____
:
: **1. T.Ward No.** _____

City _____

I / We have carefully read and understood the above terms and conditions of the Tender attached to this offer and form part of this Tender, which we accept unconditionally and accordingly offer the price as above mentioned

Date :

Signature: _____

Name :-

Designation :-
Seal/Rubber Stamp
of Organisation

ANNEXURE - " B "

COMMERCIAL BID

OUR OFFER FOR PURCHASE OF

**LAND AT BHAIRAVNATHNAGAR, TALUKA SHRIRAMPUR DISTRICT AHMEDNAGAR
ADMESURING H.14 R.32 FROM S.NO.98/1,98/2 & 96/2 ALONGWITH
BUILDINGS/STRUCTURES ON "AS IS WHERE IS BASIS AND AS IS WHAT IS BASIS" IS
GIVEN BELOW.**

Date:

To,

**The Liquidator,
Shrirampur Taluka Kapus Utpadak Sahakari
Sut Girni Maryadit Shrirampur**

Sir,

Having examined the Bidding Documents the receipt of which is hereby duly acknowledged, I / we, the undersigned, is ready to purchase the property of Shrirampur in conformity with the said bidding documents for the same.

I / We undertake that the prices are in conformity with the specification prescribed. The quote is inclusive of all cost likely to be incurred for purchasing the property.

I/ We undertake, if our bid is accepted, we shall follow the instructions specified in the schedule of Requirements.

If our bid is accepted, we shall pay the amount as mentioned in Point 33, in the form prescribed by the Tendering Authority.

I/We agree to abide by this bid for a period of 30 (Thirty only) days after the date fixed for bid opening and it shall remain binding upon us and may be accepted at any time before the expiry of that period.

Until final payment is made, this bid, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.

We understand that you are not bound to accept the highest or any bid you may receive.

We agree to the terms & conditions mentioned in the Tender document.

Dated this _____ day of _____

Signature

(in the capacity of)

Duly authorized to sign Bid for and on behalf of

Seal of the Company

ANNEXURE - " B1 "

COMMERCIAL BID

OUR OFFER FOR PURCHASE OF

**LAND AT BHAIRAVNATHNAGAR, TALUKA SHRIRAMPUR DISTRICT AHMEDNAGAR
ADMESURING H.14 R. 32 FROM S.NO. 98/1,98/2 & 96/2 ALONGWITH
BUILDINGS/STRUCTURES ON "AS IS WHERE IS BASIS AND AS IS WHAT IS BASIS" IS
GIVEN BELOW.**

**1. Price offered for the purchase : Rs.
of above mentioned land &
structure**

Sr. No. Survey No. : Rs -

1) 98/1 : Rs -

In Words -

98/2

2) 96/2 : Rs -

In Words -

Signature : -----

Name : -----

Date :

Designation :

Seal / Rubber Stamp

of Organisation

ANNEXURE – " C "**BID SECURITY FORM**

Whereas(hereinafter called "the Tenderee") has submitted its tender offer dated20.....for purchase of land and building of Shrirampur Taluka Kapus Utapadak Sahakari Sut Girni Maryadit Shrirampur (Under Liquidation)("hereinafter called the tender")

KNOW ALL MEN by these present that We of(hereinafter called the Bank) are bound up to(hereinafter called "the Bidder") in the sum of for which payment will & truly to be made of the said The Tendering Authority, their Bank binds itself, successors and assigns by these presents. sealed with the common Seal of the said Bank this day of 20.....THE CONDITIONS of the this obligation are.

1. If the Bidder withdraws its tender during the period of tender Validity specified by the Tendering Authority on the Tender form: or
2. If the Bidder, having notified of the acceptance of its tender by the Tendering Authority during the tender validity.
 - a. Fails or refuses to execute the contract Form if required; or

We undertake to pay the Tendering Authority up to the above amount upon receipt its first written demand, without the Tendering Authority having to substantiate its demand, provided that in its demand the Tendering Authority will note that the amount claimed by it is due owing to the occurrence of one or both of the two conditions specifying the occurred conditions or conditions This guarantee will remain in force up to and including, & any demand in respect there of should reach the Bank not later the above date

(Signature & Seal of the Bank)

ANNEXURE - " D "

BIDDER'S POWER OF ATTORNEY

**To,
The Liquidator,
Shrirampur Taluka Kapus Utpadak Sahakari
Sut Girni Maryadit Shrirampur**

< Bidder's Name > _____, <
Designation > _____ is hereby authorised to sign relevant documents
on behalf of the company in dealing with Tender of reference < Tender No. & Date >
_____. He is also authorised to attend meetings & submit technical
& commercial information as may be required by you in the course of processing above said tender.

Thanking You,

Authorised Signatory.

Tender's Sign

Seal

ANNEXURE - " E "**Banker's /CA's Certificate for Investible Funds**Ref: _____

Date:

To,
**The Liquidator, Shrirampur Taluka Kapus Utpadak
Sahakari Sut Girni Maryadit Shrirampur**

In response to the Tender No. _____ dt.
_____ of the _____, Ahmednagar _____ for Purchase of
Land & Buildings/ Structure of Shrirampur Taluka Kapus Utpadak Sahakari Sut Girni Maryadit
Shrirampur (Liquidator), this is to certify that _____
(Name of Bidder) is having balance of Rs. _____ in their
account & are capable of investing funds to the extent of Rs. _____ (Rupees
_____) for the said project.

DATE:-

PLACE:-

SIGNATURE:-

Taluka / FDO .

.....
(BANK'S COMMON SEAL)

ANNEXURE - " F "

Self - Declaration

Ref: _____

Date:

To,
**The Liquidator, Shrirampur Taluka Kapus Utpadak
Sahakari Sut Girni Maryadit Shrirampur**

In response to the tender No. _____ dt.
_____ of Ref. _____ as a
owner/partner/Director of _____

I/We hereby declare that our Agency _____ is having
unblemished past record and was not declare ineligible for corrupt & fraudulent practices either
indefinitely or for a particular period of time.

Name of the Bidder: -

Signature: -

Seal of the Organization: -