

### **GENERAL TERMS AND CONDITIONS**

1. Sealed bids are invited by the Corporation on “AS IS WHERE IS WHATEVER IS BASIS” for sale of hypothecated Plant and Machinery.
2. Sealed bids are only to be given in the enclosed format.
3. The bids should be made by the bidder in a sealed cover superscribed 'Offer for Purchase of machinery of unit namely M/s Super Tele Art and Cyber, M/s Kailash Offset Printing Press and M/s Print India Offset Along with bid security of Rs 10,000/-(Rs Ten Thousand Only) per unit in favour of Delhi Financial Corporation on or before 20.3.2008 by 2.00 PM and deposited in the tender box at head office of the corporation.
4. Sealed bids so received will be considered on 20.3.2008 at 2.30 PM at the Head office of DFC, where the bidders may remain present.
5. The tenders shall be opened in presence of all bidders present. The bidders or their authorized representatives and members of tender committee meeting present at the time of opening of tender bids shall be allowed to sign on the details of offers received and negotiated thereof.
6. The borrower(s)/guarantors(s) or any other person brought by them shall have the right to bid higher than the highest valid sealed/negotiated bid before the Tender Opening Committee by depositing 25% of the offered, and accepted, bid amount in Cash/Pay Order/Bank Draft.
7. The sale shall be confirmed in favour of the bidder offering the highest bid price after obtaining approval of the Competent Authority.
8. The bidder shall immediately deposit 25% of highest bid amount as earnest money (less the bid security) at the time of opening of tender at the scheduled time, date and venue. If he fails to deposit the said amount immediately then the tender fee shall be forfeited and the machinery shall be offered for sale to next highest bidder present before the tender committee. Balance sale price (75% of the highest bid) shall be paid by the auction purchaser within 15 days from the date of communication of the sale in his favour or such other extension as may be permitted by the competent authority. In case the auction purchaser fails to

- deposit the balance sale price within the allotted time, then the deposit of 25% made by him shall be forfeited and the Machinery shall be disposed of as deemed appropriate by the Corporation.
9. The entire dues/statutory liabilities and other charges payable in regard to the machinery for which the offer (s) has been given, shall remain exclusive and absolute responsibility of the prospective purchaser, which would be independent of the sale consideration payable to the Corporation.
  10. The Corporation is not bound to accept the highest offer or any or all offers and may reject the same without assigning any reason whatsoever.
  11. The successful offerer shall be required to execute the legal instrument as may be advised by the Legal Adviser for affecting the sale of the machinery under section 29 of the SFCs Act, 1951.
  12. All intending bidders should satisfy themselves about the condition, quality, working order of the machinery/mortgaged assets etc. before bidding. After the acceptance of bid, the offerer shall be deemed to have waived all the objections to the titles, condition and description etc. of the property (s).
  13. While removing machinery /equipments, the purchaser shall not damage the premises and in the event of damages, if any, shall make good of the premises at his cost.
  14. The purchaser is not entitled to any benefit/advantage due to any clerical error inadvertent mistake in the terms and conditions or in the description of the property (s)/machinery/vehicles.
  15. All taxes, and other statutory liabilities on any machinery/ shall be borne by the bidder at his cost.
  16. Any dispute relating to auction sale will be subject to the jurisdiction of Delhi court.
  17. In all sales, the principle of Caveat Emptor shall apply.
  18. The Chairman-cum-Managing Director of the Corporation reserves the right to withdraw machinery of any unit put to sale or reject any/all bids without assigning any reason; there upon the Corporation shall refund the earnest money or any other amount received from the offerer, as the case may be.