

### **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 5000/- (Rs Five Thousand Only) per unit in favour of Delhi Financial Corporation on or before 10.6.2008 by 2.00 PM and deposit in the tender box at head office of the corporation.
4. Sealed bids so received will be considered on 10.6.2008 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 present at the time of opening of tender bids shall be allowed to sign on the details of offers received.
6. The sale shall be confirmed in favour of the bidder offering the highest bid price after obtaining approval of the Competent Authority.
7. After the acceptance of the offer the bidder shall deposit the balance sale price within 15 days from the date of communication of the sale in his or her favour and in case he/she fails to deposit the said amount the earnest money of Rs 5000/- shall be forfeited and the machinery shall be disposed of all as deemed appropriate by the Corporation.
8. The entire dues/statutory liabilities and other charges payable in regard to the machinery, if any 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.
9. 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.
10. 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.
11. 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).
12. 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.
  13. 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 machinery.
  14. Any dispute relating to auction sale will be subject to the jurisdiction of Delhi court.
  15. In all sales, the principle of Caveat Emptor shall apply.
  16. 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.