



TENDER DOCUMENT

For sale of secured assets mortgaged by M/s Best Deal Housing and Construction Pvt. Ltd. (Mortgagor and owner) as security to the Corporate Loan of Rs.100 crore (Rs.77.50 crore was disbursed) availed by Best Foods Ltd. from IFCI Limited, comprising 314 Kanals 13 marla (about 39.33 acres), together with all buildings, structures, erections, etc. constructed and /or to be constructed thereon, both present and future, and being, lying and situated at village Shergarh, Sector-29, Tehsil and District- Kaithal in the State of Haryana UNDER SRFA&ESI ACT, 2002 THROUGH PUBLIC AUCTION

Place: New Delhi
Date: February 27,2018

Issued By:
The Authorised Officer

IFCI LTD., NEW DELHI

TELEPHONE: 41732000

Website www.ifcilttd.com

REGISTERED OFFICE

IFCI Tower,
61 Nehru Place,
New Delhi – 110 019.

TENDER DOCUMENT FOR SALE OF THE ASSETS IN THE NAME OF M/s. Best Deal Housing and Construction Pvt. Ltd. comprising 314 Kanals 13 marla, (about 39.33 acres) together with all buildings, structures, erections, etc. constructed and /or to be constructed thereon, both present and future, and being, lying and situated at village Shergarh, Sector-29, Tehsil and District- Kaithal in the State of Haryana, mortgaged with IFCI to secure the loan/financial assistance given to M/s Best Foods Ltd. under The Securitisationz and Reconstruction of Financial Assets & Enforcement of Security Interest Act, 2002 (SRFA&ESIA).

Ref.No. _____

Date: _____

M/s. _____

I. INTRODUCTION

Pursuant to the possession taken by the Authorised Officer under SRFA&ESI Act, 2002 of mortgaged properties of M/s. Best Deal Housing and Construction Pvt.Ltd. (Mortgagor and owner) as security to the Corporate Loan of Rs.100 crore (RS.77.50 crore was disbursed) availed by M/s. Best Foods Ltd. from IFCI Limited, comprising 314 Kanals 13 marla, together with all buildings, structures, erections, etc. constructed and /or to be constructed thereon, both present and future, and being, lying and situated at village Shergarh, Sector-29, Tehsil and District- Kaithal in the State of Haryana for recovery of secured debts amounting to **Rs.84,68,82,515.50** - (Rupees Eighty Four crore Sixty Eight lakh Eighty Two Thousand Five Hundred Fifteen and Fifty Paisa only) upto and inclusive of 14.12.2016 together with further interest with effect from 15.12.2016 at the contractual rates & other debts from M/s Best Foods Ltd. Offers are invited from public by the undersigned for purchase of mortgaged properties on **"AS IS WHERE IS, WHATEVER THERE IS BASIS AND WITHOUT RECOURSE BASIS"**. The details of the asset offered for sale is enclosed as **Annexure-I**.

II. TERMS AND CONDITIONS OF THE AUCTION

The sale shall be subject to the conditions prescribed in the Security Interest (Enforcement) Rules 2002 and to the following conditions:

2.1 Authorised Officer IFCI Limited/ Asset Sale Committee (ASC), having the right/power to sell the assets under the provisions of the Securitization and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002 (SRFA&ESI Act), shall be referred to as the "**Seller**" and the successful bidder, (i.e. the bidder in whose favour the sale may be awarded) shall be hereinafter referred to as the "**Purchaser**".

2.2 It has been decided to sell the asset for recovery of debt of **Rs.84,68,82,515.50** - (Rupees Eighty Four crore Sixty Eight lakh Eighty Two Thousand Five Hundred Fifteen and Fifty Paise only) upto and inclusive of 14.12.2016 together with further interest with effect from 15.12.2016 at the contractual rates & other debits from Best Foods Ltd. Offers are invited from public by the undersigned for purchase of mortgaged properties on "AS IS WHERE IS, WHATEVER THERE IS BASIS AND WITHOUT RECOURSE BASIS". Interested bidders may send their bid as mentioned in the Tender Document alongwith Earnest Money Deposit (EMD) as mentioned in the following Table-A by Demand Draft/Pay Order in favour of "**IFCI Ltd.**" payable at **New Delhi** in a sealed envelope containing the bid form, EMD details and Demand Draft of Rs.1000/- subscribed "**Offer for purchase of Assets of M/s. Best Deal Housing and Construction Pvt. Ltd. in the matter of M/s Best Foods Ltd.**"

2.3 The sealed cover alongwith the EMD shall be dropped in the "Tender Box" to be kept at the reception on the ground floor at the given address by 14th March, 2018, 17:00 hours. However, it may be noted by the prospective bidders that no interest shall be payable by the Authorised Officer/IFCI Ltd./ASC on the EMD. **No tender received after the specified date and time shall be accepted.**

The details of EMD is as follows:

Table-A

Description	Reserve Price (Rs. in Crore)	EMD (Rs. in Crore)
314 Kanals 13 marla (39.33 acres), together with all buildings, structures, erections, etc. constructed and /or to be constructed thereon, both present and future, and being, lying and situated at village Shergarh, Sector-29, Tehsil and District- Kaithal in the State of Haryana	91.53	9.00

Schedule of Auction

Inspection of property with prior appointment with Authorised Officer	7th March, 2018 (11.00 AM to 4.30 PM)
Last date of Depositing EMD	On or before 14th March, 2018, by 5:00 p.m.
Date & time of Public auction	15th March, 2018 between 11.30 a.m. and 12.30 p.m with unlimited extension of 10 minutes i.e. the end time of e-auction will be extended by 10 minutes each time of bid is made within last 10 minutes before closure of auction.

The E-auction will be conducted online through www.e-auctions.in and the E-auction will be conducted with the help of service provider M/s. Nextenders (India) Pvt. Ltd. on the date and time as mentioned above with extension of 10 minutes each for bid increment with the minimum bid increment amount of Rs.10,00,000/-.

Tender Document may be procured from IFCI Ltd. at 12th Floor, North Zone Office, IFCI Tower, 61, Nehru Place, New Delhi - 110019 on submission of DD/pay order of Rs.1,000/- in favour of IFCI Ltd. payable at New Delhi. The Tender Document may also be downloaded from the website of IFCI Ltd. i.e. www.ifcilttd.com. A demand draft of Rs.1,000/- to be enclosed with the bid in case the tender documents are downloaded from the IFCI website.

On receipt of EMD, the prospective bidders shall receive user-id/password on their valid email id (mandatory for e-auction) from M/s. Nextenders (India) Pvt. Ltd. The prospective bidders may avail online training on e-auction from M/s Nextenders (India) Pvt. Ltd. The helpdesk number of the service provider is 02025315555 / 9167246751 and email – support.eauctions@nextenders.com.

The bidders shall keep their quotations valid/open for acceptance for a period of 30 (Thirty) days.

2.3 Inspection of the aforesaid assets shall be permitted at site to the interest parties (with prior appointment) on March 7, 2018, between 11:00 A.M and 4:30 P.M.

2.4 IFCI/ Authorised Officer/ ASC reserves the right to accept any or reject any/all bids, or to postpone / cancel the auction at any time without assigning any reason whatsoever and his decision in this regard shall be final. No offer/bids below reserve price shall be entertained.

2.5 All the assets offered for sale are on "AS IS WHERE IS BASIS WHATEVER THERE IS BASIS AND WITHOUT RECOURSE BASIS". The description indicated is purely indicative &

without any guarantee and IFCI Ltd. Authorized Officer/ASC shall not entertain any claim/ complaint from the buyer for any deficiency in size, etc. for recovery of whole or any part of the bid / purchase money, loss of profit/ interest, damages etc.

2.6 The intending bidders should make their own independent inquiries and satisfy themselves w.r.t encumbrances, title of the property put on auction and claims/rights dues etc. affecting the property prior to submitting their bid. The e-auction advertisement does not constitute and will not be deemed to constitute any commitment or representation on behalf of IFCI Ltd. The Property is being sold with all the existing and future encumbrances whether known or unknown to IFCI Ltd.

2.7 Tenders accompanied by short EMD or without EMD and/or with their own conditions are liable to be rejected/ignored summarily.

2.8 Bids not accompanied by Demand Draft of Rs.1000/- in case the bid document is downloaded from the IFCI website, are also liable to be rejected / ignored.

2.9 The EMDs of the 1st and 2nd bidder shall be retained and the EMDs of the unsuccessful bidders shall be returned to the bidders/authorized representative of the bidders after the auction is concluded. The EMD of the 2nd highest bidder shall be returned after 30 days on compliance of the terms and conditions by the 1st bidder. In case of failure by the 1st bidder, the 2nd bidder shall be offered the opportunity.

2.10 The contract shall be treated as having been entered into as soon as the "Letter of Acceptance" is issued by the Authorised officer, IFCI Ltd. to the successful bidder.

2.11 The validity of contract shall be of 30 days from the date of such acceptance. The successful bidder shall deposit 25% of the amount of sale price after adjusting the EMD already deposited, immediately on acceptance of the offer by the Authorized Officer, failing which the EMD shall be forfeited. The successful bidder shall deposit the balance 75% of the sale proceeds on or before the 15th day of confirmation of sale or within such extended period as agreed upon in writing between the successful bidder and the IFCI Limited., in any case not exceeding three months. In case of default by the successful bidder, the amount already deposited shall be forfeited to the IFCI Limited and the property shall be put to re-auction and such bidder shall have no claim/right in respect of property/amount for which it may be subsequently sold.

2.12 The successful bidder should bear the charges/fee payable for conveyance such as stamp duty, registration charges etc. as applicable as per Law. The successful bidder shall also pay other statutory dues/taxes that may be due for payment to local authorities etc. as well as arrears of electricity charges, water charges etc.

2.13 The particulars specified in the tender document have been stated to the best of the information of IFCI Ltd. / Authorised Officer. IFCI Ltd./ Authorised Officer shall not be

answerable for any error, mis-statement or omission in this notice. The prospective bidders may satisfy themselves about the condition of the assets/value measurements etc.

2.14 The decision of IFCI regarding sale of the above property shall be final and binding.

III. ELIGIBILITY

3.1 The bidder should:

- a) Be any person, registered trust, registered firm, registered cooperative society, private limited company, public limited company, partnership firm registered in India; and
- b) Be legally competent to enter into contract as per prevailing laws.
- c) Be financially sound.
- d) Enclose Income tax assessment orders for the last three years along with the tender.
- e) Board Resolution of the Company/Firm authorizing the person/partner and to file bid for the property and copy of the identity proof of the said person/partner.
- f) Enclose documentary proof that he has the liquidity, line of credit and other financial means to meet the bid price.

3.2 Authorised Officer may also consider a bid submitted by a consortium of persons/companies. It is however, made clear that there should be no change in the consortium structure during the finalization of the tender right up to the stage of depositing the bid amount in full, with IFCI Ltd. If there are any changes in the consortium structure, Authorized Officer/ASC reserves the right to accept/cancel the sale. However, the financial arrangement between the parties should be specified in the tender documents.

3.3 No bid by a Consortium/Partnership/ Company shall be entertained, if in the opinion of the Authorised Officer/ Assets Sale Committee the same has led to reduction in competition.

3.4 In the event of IFCI's office remaining closed on the day of opening the bid for any unforeseen reason, the bids shall be opened on the next working day of IFCI Ltd. at 11.00 AM in the presence of such bidders who wish to attend.

IV. INSPECTION:

4.1 The Assets may be inspected at the site on 7th March,2018 with prior appointment.

4.2 The tenderer(s) should thoroughly satisfy themselves about the nature, conditions and quality of the assets. IFCI Ltd. gives no guarantee or warranty as to the conditions of the assets/material or/its quality of fitness for any specific purpose or use. It should be clearly understood that no claim/complaint about the quality/conditions/fitness for use shall be entertained by IFCI Ltd/Authorised Officers/Secured Creditors.

V. **EARNEST MONEY DEPOSIT (EMD):**

5.1 The bid should be accompanied with EMD as mentioned above. EMD has to be paid by way of DD/ Pay Order on any Nationalised/Scheduled bank in favour of IFCI Ltd. and payable at New Delhi. No interest shall be payable on the Earnest Money Deposit.

5.2 Earnest Money in any other form, for example, cheque (including cheque made "good for payment"), Bank Guarantee, Bid Bonds, Call Deposit etc. shall not be acceptable to IFCI Ltd. and such tenders are liable to be rejected.

5.3 In case the tender is accepted as per the payment terms stipulated in the Terms and Conditions, the Earnest Money deposited by the successful bidder against accepted bid shall be adjusted towards payment of 25% of the amount of sale price to be paid immediately on acceptance of the offer by the Authorized Officer, failing which the EMD shall be forfeited. The balance 75% of sale price is payable on or before the 15th day of issue of letter confirming the highest bid (Letter of Acceptance). If the 15th day falls on a Sunday or a holiday, the balance 75% may be deposited on the next working day. In case of failure to deposit the balance amount within the prescribed period mentioned above, the amount deposited shall be forfeited. The Authorized Officer/ASC reserves the right to accept or reject any or all the bids or to adjourn, postpone or cancel the auction sale without assigning any reason thereof. No interest on refunds shall be payable by the Authorized Officer/IFCI.

VI. **MODE OF SUBMISSION OF BIDDER/BID:**

All tenders must be submitted in the prescribed form only, signed by the bidder on each page in token of having accepted the same, and in a sealed cover. Same should be addressed to the Authorised Officer, IFCI Ltd. North Zone Office, 12th Floor, IFCI Tower, 61, Nehru Place, New Delhi – 110019 in a sealed envelope and shall be subscribed **"Offer for purchase of Assets of M/s. Best Deal Housing and Construction Pvt. Ltd. in the matter of M/s Best Foods Ltd."**

No tender received after the specified date and time shall be accepted.

6.1 The tender must be submitted by the appointed date and time.

6.2 Bid should be submitted in a sealed cover, along with followings:

- a) EMD with Demand Draft / Pay order as mentioned drawn in favour of IFCI Ltd., payable at New Delhi.
- b) The Terms and Conditions of the Tender, duly signed by the bidder on each page in token of having accepted the same in toto.

- c) A demand draft of Rs.1000/- in case the bid documents are down-loaded from the IFCI web-site.

6.3 Incomplete bid documents submitted with qualifying conditions or with conditions at variance with the Terms and Conditions of Bid Document are liable to be rejected.

6.4 The Tender/Bids shall not be accepted in case the same are sent through fax/email. The Tender/Bids shall be deposited in Tender Box at the ground floor of IFCI Tower, 61, Nehru Place, New Delhi 110019.

VII PAYMENT SCHEDULE:

7.1 EMD of the successful bidder shall be adjusted against the sale consideration on issue of **"Letter of Acceptance"**.

7.2 The EMD of the successful bidder shall be retained towards part sale consideration and the EMD of unsuccessful bidder shall be refunded. The EMD shall bear no interest.

7.3 The successful bidder shall have to deposit 25% of the sale price, which is inclusive of EMD, by way of demand draft favouring IFCI Ltd. payable at Delhi or through RTGS (RTGS details can be obtained from IFCI's office) by 1700 hrs. on same day or within the extended time upto 1700 hrs. on next day if allowed by the Authorized officer, falling which the EMD shall be forfeited.

7.4 The contract shall be treated as having been entered into as soon as the "Letter of confirmation" is issued by Authorised Officer, IFCI Ltd. to the successful tenderer / bidder.

7.5 The balance 75% of the sale consideration is to be paid within 15 days from the date of issuance of **"Letter of Confirmation"** in favour of the purchaser or such extended period as may be agreed upon in writing between the purchaser and secured creditors, in any case not exceeding three months. If the 15th day happens to be Sunday or a holiday, the balance 75% may be deposited on the next working day. In case of failure of deposit the balance amount within the prescribed period mentioned above, the amount deposited shall be forfeited.

7.6 The purchaser has the option to give the full contracted amount in advance.

VIII DEFAULT IN PAYMENT BY PURCHASER

8.1 In case payment is delayed by the purchaser due to some factors beyond his control, the Authorised Officer/ ASC upon specific written request from the purchaser, at its sole discretion may accept payment with interest @ 17% p.a. beyond the

permissible period of 15 days from the date of "Letter of Acceptance" upto a maximum period of 90 days.

However in case the balance purchase consideration along with the due interest is not paid within the extended period as may be prescribed, the sale of the respective asset shall be automatically cancelled and the Earnest Money Deposit of the tenderer and other money deposited till date will automatically stand forfeited.

It is to be clarified that the extension of time period for making the payment as mentioned above is absolutely the discretion of the Authorised Officer/IFCI/ASC and the purchaser cannot claim it as a matter of right. It is the absolute discretion off the Authorised Officer/IFCI/ASC, not to grant any extension to the purchaser for making payment, beyond the prescribed period of 15 days, even if the purchaser is ready to pay the balance sale consideration alongwith the interest for the delayed period.

8.2 STAMP DUTY, REGISTRATION CHARGES, SALES TAX, EXCISE DUTIES, LEVIES ETC.:

All taxes/stamp duties and registration charges, etc. as applicable and related to the offered property shall be paid by the purchaser. Further, the successful purchaser shall bear the applicable stamp duties/additional stamp duty/transfer charges, fee etc. and also all the statutory/non-statutory dues, taxes, rates, assessment charges, fee etc. owing to anybody.

IX DELIVERY PERIOD/ POSSESSION :

After receipt of full and final payment in lieu of the total sale consideration of the assets, IFCI shall issue "Certificate of Sale" as provided under the Rules to SRFA&ESI Act, 2002, in favour of the purchaser and the purchaser shall take all necessary steps to take over the possession of the assets immediately.

X TERMINATION / BREACH OF CONTRACT

In the event of non-fulfilment of the terms and conditions of the bid and matters related thereto, by the bidder, Authorised Officer/IFCI/ASC shall cancel the contract with immediate effect, in which case, the EMD along with any amount paid shall stand forfeited.

XI FORCE MAJEURE:

Authorised Officer/IFCI/ASC shall not be liable for any failure or delay in performance due to any cause beyond their control including fires, floods, strikes, go-slow, lock-out, closure, pestilence, dissilience, dislocation of normal working conditions, war, riots, epidemics, political upheavals, Governments actions, civil commotion, breakdown of machinery, shortage of labour acts, demand or otherwise or any other cause or conditions

beyond the control of aforesaid causes or not and the existence of such cause or consequence may operate at the sole discretion of IFCI Ltd. to extend the time of performance on the part of IFCI Ltd. by such period as may be necessary to enable IFCI Ltd. to effect performance after the cause of delays will have ceased to exist. The provisions aforesaid shall not be limited or abrogated by any other terms of the contract whether printed or written.

XII GENERAL INFORMATION:

13.1 It should be noted by the tenderer (s) that by entering into this contract, Authorised Officer/IFCI/ASC is not precluded from entering into similar contracts with any one else of their choice at any time during the subsistence of this contract.

13.2 Authorised Officer/IFCI/ASC shall have the right to issue addendum to tender document to clarify, amend, modify, supplement or delete any of the conditions clauses or items stated therein. Each addendum so issued shall form a part of original invitation to tender.

13.3 In case offer is not accepted, the bidder shall not be entitled to claim any cost, charges, expenses incidental to or incurred by the bidder through or in connection with the submission of the offer even though IFCI Ltd./ASC may elect to withdraw the invitation for quotation. Should all invitation for quotation be withdrawn or cancelled by IFCI Ltd./ASC for which IFCI Ltd./ASC shall have the right to do so at any time, the Earnest Money paid by the bidders with the quotation will be refunded to them in due course, without interest.

13.4 The tenderer/bidder shall bear all the cost associated with the preparation and submission of bid. IFCI Ltd./ASC/Authorised officer will not, in any case, be responsible or liable for any such costs regardless of the conduct or outcome of the tender process.

13.5 Unless otherwise specified, the price in the bid form should be quoted both in figures and in words. Bids containing overwritten or erased rates are liable to be rejected in absence of any authentication by the bidder's signatures.

13.6 The Authorized Officer reserves the right to reject any or all the tenders without assigning any reason thereof.

13.7 The submission of the bid means and implies that the bidder has unconditionally agreed to and accepted all the terms and conditions of the tender.

13.8 Intending tenderer (s) may obtain any clarification required before tendering. Submission of tender implies, the tenderer (s) has obtained all the clarifications required.

13.9 The decision of the IFCI Ltd./ASC/Authorised officer in the matter, arising out of this sale, shall be final in regard to all matters relating to the sale.

13.10 All suits or proceedings relating to any dispute or claim arising out of or in course of performance of this contract shall be filed in appropriate court having jurisdiction in New Delhi.

13.11 Bidder should state whether he/she is a relative of any Director(s) of IFCI Ltd. or bidder is a firm in which Director(s) or his relative of IFCI Ltd. is a partner or bidder is a company in which Director of IFCI Ltd. or his relatives are member(s) or Director(s).

13.12 Tenderer (s) must ensure the following while submitting the tender:

- A. THAT THE TENDER SHOULD BE FILLED IN THE FORMAT OF THE TENDER BID ENCLOSED AT ANNEXURE-II.
- B. COPY OF THE PAN CARD OF THE PERSON BIDDING AND IF IT IS A COMPANY/FIRM, THEN COPY OF THE PAN CARD OF COMPANY/FIRM.
- C. COPY OF CERTIFICATE OF INCORPORATION OF THE COMPANY/FIRM
- D. BOARD RESOLUTION OF THE COMPANY/FIRM AUTHORISING THE PERSON/PARTNER TO SUBMIT THE BID FOR THE ASSET AND COPY OF THE IDENTITY PROOF OF THE SAID PERSON/PARTNER.
- E. THAT EVERY PAGE OF THE TENDER DOCUMENT IS DULY SIGNED BY THE TENDERER BEFORE SUBMITTING THE TENDER AND DOCUMENTS SUBMITTED SHALL BE DULY ATTESTED.
- F. THAT ALL ALTERATION, ERASURES AND OVER WRITING, IF ANY, IN THE SCHEDULE OR RATE(S) ARE DULY AUTHENTICATED BY THE TENDERER'S SIGNATURE.

**AUTHORISED OFFICER
IFCI LTD.
SECURED CREDITOR**

**Place: New Delhi
Date :27.02.2018**

M/S. Best Foods Ltd.

DESCRIPTION OF PROPERTIES

IMMOVEABLE PROPERTY

Property of M/s. Best Deal Housing and Construction Pvt. Ltd. (Mortgagor and owner) as security to the Corporate Loan of Rs.100 crore availed by M/s. Best Foods Ltd. from IFCI Limited, comprising 314 Kanals 13 marla about (39.33 acres), together with all buildings, structures, erections, etc. constructed and /or to be constructed thereon, both present and future, and being, lying and situated at village Shergarh, Sector-29, Tehsil and District-Kaithal in the State of Haryana

Authorized Officer,
IFCI Ltd., IFCI Tower (12th Floor),
61, Nehru Place,
New Delhi – 110 019.

Particulars of the Bidder,

- 1.1 Full name of the bidder (in block letters)
- 1.2 Whether the bidder is competent to contract under Indian Contract Act, 1872 as per Foreign Exchange Regulation Act, 1973/ Foreign Exchange Management Act, 1999 in case of NRI (Tick whichever is applicable)

YES/NO

2. Constitution of Bidder (Tick whichever is applicable)

- Public Limited Company
- Private Limited Company
- Partnership
- Individual/ Sole Proprietary
- Others (specify)

(Furnish documents in support)

Applicant's registered office/ place of business

- Address
- Telephone No.
- Fax No.
- E-Mail No.

3. Particulars of Bidder

The price offered is Rs._____ (Rupees _____) for the property of M/s. Best Deal Housing and Construction Pvt. Ltd. (Mortgagor and owner) as security to the Corporate Loan of Rs.100 crore availed by M/s. Best Foods Ltd. from IFCI Limited, comprising 314 Kanals 13 marla (about 39.33 acres) together with all buildings, structures, erections, etc. constructed and /or to be constructed thereon, both present and future, and being, lying and situated at village Shergarh, Sector-29, Tehsil and District-Kaithal in the State of Haryana on "AS IS WHERE IS, WHATEVER THERE IS BASIS, WITHOUT RECOURSE BASIS".

Particulars of Earnest Money Deposit of Rs. _____ lakhs in respect of

DD/Pay Order No.	Date	Name of Bank and Branch

Certified that :-

(i) In case our offer is accepted and if we fail to pay the amount in the manner to be specified by IFCI Ltd. in the "Letter of Acceptance", the amount of Earnest Money Deposit and any further instalments paid by us under this offer shall stand absolutely forfeited by IFCI Ltd.

(ii) I/We agree to abide by the decision of Authorised Officer/ASC/IFCI Ltd., New Delhi.

(iii) I/We have read and understood terms and conditions of the bid and hereby unequivocally and unconditionally accepted the same.

(iv) I/We have inspected the material at the site for which bid is being submitted.

4. I/We hereby declare that the information stated hereinabove is complete and absolutely correct and any error or omission therein, accidental or otherwise, will be sufficient justification for the IFCI/ Authorised Officer to reject our tender and/or to cancel the award of sale.

Dated :

Applicant's Signatures

Full Name

Designation

Name of the Company

Address of the Company

ANNEXURE – II

Letter of Application & Intent.

(Letter head of the applicant including full Postal Address, Telephone No./ E-mail /)

TENDER FORM NO. _____

Date:

To,
Authorized Officer,
IFCI Ltd., NZO,
IFCI Tower (12th Floor), 61,
Nehru Place,
New Delhi – 110 019.

Sir,

Re: Bid for purchase of property Property of M/s. Best Deal Housing and Construction Pvt. Ltd. (Mortgagor and owner) in the matter of M/s. Best Foods Ltd., comprising 314 Kanals 13 marla (39.33 acres), together with all buildings, structures, erections, etc. constructed and /or to be constructed thereon, both present and future, and being, lying and situated at village Shergarh, Sector-29, Tehsil and District- Kaithal in the State of Haryana.

Being duly authorized to represent and act for and on behalf of _____ (herein the Applicant), and having studied and fully understood all the information provided in the tender document, the undersigned hereby apply as a tenderer for the purchase of the above-said property.

According to the terms and conditions as set out in the tender document, Tender / Bid is given in Annexure along with the attachments, duly filled and signed on each page. The same together with demand draft / pay order towards EMD are put in an envelope super scribed with "**Offer for purchase of Assets of** Property of M/s. Best Deal Housing and Construction Pvt. Ltd. (Mortgagor and owner) in the matter of M/s. Best Foods Ltd. comprising 314 Kanals 13 marla(about 39.33 acres, together with all buildings, structures, erections, etc. constructed and /or to be constructed thereon, both present and future, and being, lying and situated at village Shergarh, Sector-29, Tehsil and District- Kaithal in the State of Haryana.

1. IFCI Ltd. / its Authorized Officer is hereby authorized to conduct any enquiry/ investigation to verify the statements, documents and information submitted in connection with the application and to seek clarification from our bankers regarding any financial aspects.

2. IFCI Ltd. /Authorized Officer may contact the following persons for any further information :-

Name of the Person/s : _____

Address

Phone No.

Fax No. :

This application is made with full understanding that:

- a) Tenders/Bids shall be subject to verification of all information submitted at the time of tendering.
 - b) The Authorised Officer/IFCI Ltd./ASC reserves the right to reject or accept any Tender, cancel the tendering process, and/or reject all Tenders.
 - c) The Authorised Officer/IFCI Ltd. shall not be liable for any of the above actions and shall be under no obligation to inform the applicant of the same.
3. We, the undersigned declare the statements made, and the information provided in the duly completed application forms enclosed, are complete, true and correct in every detail.
4. We have read the terms and conditions of the offer detailed in Tender document and are willing to abide by them unconditionally.

Name _____

Name _____

For and on behalf of

For and on behalf of

(Name of Applicant)

(Name of Applicant)

5. Enclosures:-

- i. Tender /Bid – Annexure – II.
- ii. Documents pertaining to information given in the tender.

GUIDELINES FOR TENDERERS

- A. The Tenderers/Bidders prior to submitting their Tender for the assets are expected to visit and examine the assets at site and related documents and surroundings at their expenses as the Hotel Property is being offered for sale on **"AS IS WHERE IS, WHATEVER THERE IS BASIS AND WITHOUT RECOURSE BASIS"**. They should ascertain on their own responsibility all information, technical data, market study etc. including actual conditions, existing services, statutory and other liabilities etc. It shall be presumed that all these factors were accounted for by the Tenderer while quoting their tender. The tenderer shall be deemed to have full knowledge of the assets, whether he inspects it or not.
- B. Any information about the property can be obtained from Authorised Officer, Mr. Sudhir Kumar, AGM (Mob. 9990725706 or Shri P.C. Mudgal, Manager, (Mob. 9990725642) or contact IFCI Ltd at IFCI Tower, 61, Nehru Place , New Delhi-110019 Phone 011- 41732000.
- C. The assets may have certain outstanding liabilities which are to be met by the purchaser and which will be over and above the purchase consideration. The prospective purchaser may carry out due-diligence in respect of likely liabilities pertaining to the assets before submitting the tender. It may be noted that the purchaser shall be responsible for meeting these liabilities, if they arise, and IFCI shall not be liable to meet any such liabilities whatsoever.
- D. The cost of the tender is Rs.1,000/- (Rupees one thousand only) and is non refundable. The payment shall be made by Demand Draft/pay order drawn on a Nationalised/Scheduled Bank in favour of IFCI Ltd., payable at New Delhi. Prospective Tenderers/ Bidders can also download the Tender Document from the web site of IFCI Ltd. www.ifcilttd.com. Interested parties who download the document from website must inform the Authorized Officer of the same so that any changes or modifications in the Tender Document can be intimated to them. Those who download the tender documents from the IFCI web-site are required to deposit a demand draft of Rs.1000/- at the time of submitting the tender.
- E. Completed tender documents shall reach in a sealed envelope addressed to The Authorised Officer, IFCI Ltd., NZO, IFCI Tower, 12th Floor, 61, Nehru Place, New Delhi, 110019 by 5:00 p.m. on or before **14th March, 2018**.
- F. Submission of the tender/bid should be done as per the format prescribed mentioned in this Tender Document.

The documents should have the stamp of the company and signed by the duly authorized signatory on every page. The Bid/ Earnest Money shall be placed in sealed envelope subscribed with **"Offer for purchase of Assets of M/s. Best Deal Housing and Construction Pvt. Ltd. (Mortgagor /Owner) in the matter of M/s. Best Foods Ltd.**

G. The Tender shall be rejected if not accompanied by Earnest Money Deposit and demand draft of Rs.1000/-, in case the tender document is downloaded from IFCI web-site.

QUALIFICATION CRITERIA:

- Tender of only those tenderers who submit the following shall be considered for evaluation:
 - a. A tender with complete particulars, in the recommended format.
 - b. Earnest money deposit as specified in the documents paid only through Demand Draft/Pay Order only.
 - c. A demand draft of Rs.1,000/-, if the tender document is down loaded from IFCI web-site.
- The applicant or his representative should sign each page of the form. Any corrections/ alternations should be duly authenticated.
- All relevant documents as mentioned in the Tender Document should be enclosed.
- The bidders/their representatives are advised to remain present on the date and time of opening the bids.
- The decision of the Authorised Officer regarding acceptance/rejection of a tender shall be final.
- The Authorised Officer, IFCI, may, for reasons to be recorded in writing, reject any tender including the highest tender. The Authorized Officer shall not be obliged to give reasons for rejection of the bid to the unsuccessful tenderer.

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