

IFCI Financial Services Limited

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REGISTERED OFFICE

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CORPORATE OFFICE

Continental Chambers,
142 (3rd Floor) M G Road,
Nungambakkam,
Chennai-600 034.

Website : www.ifinltd.in

TENDER DOCUMENT FOR SALE OF WIND ENERGY MILL

I. INTRODUCTION

Sealed tenders are invited by IFCI Financial Services Limited for the sale of Wind Energy Mill of 800 KW situated in Mannur Village, Tirunelveli District in The State of Tamil Nadu.

II. TERMS AND CONDITIONS OF THE TENDER

- 2.1 IFCI Financial Services Limited is the absolute owner of the Asset and shall be referred to as the **seller** /IFIN and the successful tenderer, (i.e. the tenderer in whose favour the contract may be awarded) shall be hereinafter referred to as the **Purchaser**.
- 2.2 Tender must be submitted in a sealed envelope either by post to IFIN's office at Continental Chambers, 142 (3rd Floor) M G Road, Nungambakkam, Chennai-600 034, or hand over directly to Mr. K. Kasthuriangan at the aforesaid address by 4.30 p.m. on or before 18th May 2015, along with earnest money deposit (EMD- 10% of the Reserve Price) as follows:

S.No.	Reserve Price	EMD
1.	Rs. 3.11 Crore	Rs. 31.10 lacs

EMD shall be deposited by way of Crossed Demand Draft or pay order of any Nationalised / Scheduled Bank favouring IFCI Financial Services Limited, payable at Chennai. The Sealed envelope should be superscribed with “Offer for Wind Energy Mill” addressed to “Mr. K. Kasthuriengan, IFCI Financials Services Limited, Continental Chambers, 142 (3rd Floor) M G Road, Nungambakkam, Chennai-600 034. No tender after the above specified time and date shall be accepted.

- 2.3 Tenders will be opened at 5.00 pm on 18th May 2015 by the Head of the Tender Evaluation Committee in the presence of such of the tenderers who wish to be present as also the members of the Tender Evaluation Committee specially constituted for this purpose at the office of IFCI Financial Services Ltd. at Continental Chambers, 142 (3rd Floor) M G Road, Nungambakkam, Chennai-600 034.
- 2.4 The bidder has to satisfy the Tender Evaluation Committee about his financial capacity to honor the payment of the entire sale price.
- 2.5 The Reserve Price for the Wind Energy Mill is indicated above. Any tender with a bid lower than the Reserve Price shall not be considered under any circumstances.
- 2.6 Tenders accompanied by short EMD and / or with their own conditions are liable to be rejected / ignored summarily.
- 2.7 **Inter-se bidding** shall be held amongst the intended eligible bidders whose bids are equal or higher than the Reserve Price and the highest bidder shall be declared as successful bidder and the “Letter of Acceptance” will be issued to the highest bidder.
- 2.8 The contract shall be treated as having been entered into as soon as the letter of acceptance is issued by the Head of the Tender Evaluation Committee, IFIN, to the successful tenderer and the period of contract shall be of 15 days from the date of such acceptance.
- 2.9 In case of any doubt regarding the tender documents, the decision of the Tender Evaluation Committee will be final.

III. ELIGIBILITY

3.1 The tenderer should :

- a) be any person, registered trust, registered firm, registered cooperative society, private limited company, public limited company, partnership firm registered in India.
- b) be legally competent to enter into contract as per prevailing laws;
- c) be financially sound.

IV. INSPECTION:

- 4.1 The asset offered for sale may be inspected at site in Mannur Village, Tirunelveli District in The State of Tamil Nadu on 14.05.2015, between 11:00 a.m. and 4:00 p.m. During the inspection photographs are not allowed.
- 4.2 The tenderer(s) should thoroughly satisfy themselves about the nature, conditions and quality of the Wind Energy Mill. IFIN 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 will be entertained by IFIN.

V. EARNEST MONEY DEPOSIT:

- 5.1 The tender should be accompanied with EMD of 10% of the Reserve Price as indicated at 2.2 above. EMD has to be paid by way of crossed DD/ Pay Order drawn on any Nationalised / Scheduled bank in favour of “IFCI Financial Services Limited” and payable at Chennai. No interest will 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. will not be acceptable to IFIN.
- 5.3 EMD received by IFIN from unsuccessful tenderers / bidders will be returned.
- 5.4 In case the tender is accepted, the Earnest Money deposited by the successful tenderer shall be automatically adjusted towards purchase

consideration as per the payment terms stipulated in the Terms & Conditions.

- 5.5 In case the tender is accepted and purchaser refuses / fails to make further payment towards balance purchase consideration on any account, the earnest money so deposited shall be forfeited without prejudice to the rights of IFIN to claim such further damages in this regard without further reference to the tenderer / purchaser.

VI PAYMENT SCHEDULE:

- 7.1 EMD of the successful bidder shall be adjusted against the sale consideration on issue of “**Letter of Acceptance**”.
- 7.2 Balance sale consideration (excluding the EMD) shall be deposited with IFIN within 15 days from date of issuance of “Letter of Acceptance”.
- 7.4 The purchaser has the option to give the full sale consideration amount in advance.
- 7.5 On receipt of full payment within 15 days from the date of issuance of Letter of acceptance, due process would be followed for handing over possession.
- 7.6 All taxes/duties etc. as applicable and related to purchase of assets shall be borne by the purchaser.

VII SALES TAX, EXCISE DUTIES AND LEVIES:

- 9.1 All taxes/duties etc. as applicable and related to Wind Energy Mill shall be paid by the purchaser.

VIII FORCE MAJEURE:

IFIN 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, distilence, dispute with staff, 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 IFIN to extend the time of performance on the part of IFIN by such period as may be necessary to enable IFIN 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.

IX GENERAL INFORMATION:

- 13.1 It should be noted by the tenderer(s) that by entering into this contract IFIN 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 IFIN shall have the right to issue addenda to tender documents 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 tenderer shall not be entitled to claim any cost, charges, expenses incidental to or incurred by the tenderer through or in connection with the submission of the offer even though IFIN may elect to withdraw the invitation to tender. Should all invitation to tender be withdrawn or cancelled by IFIN for which IFIN shall have the right to do so at any time, the Earnest Money paid by the tenderers with the tender will be refunded to them in due course, without interest.
- 13.4 Unless otherwise specified all rates and prices in the tender form should be quoted both in figures and in words. Tenders containing overwritten or erased rates are liable to be rejected.
- 13.5 The tenderer shall note that the above Terms and Conditions of tender may be altered by the Tender evaluation committee, if necessary.
- 13.6 IFIN reserves the right to reject any or all the tenders without assigning any reason thereof.
- 13.7 The submission of the tender means and implies that the tenderer / bidder has unconditionally agreed to and accepted all the above 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 and that he has agreed to all Terms and Conditions herein specified.
- 13.9 The decision of the Tender evaluation committee shall be final in regard to all matters relating to the sale of Wind Energy Mill.

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 Chennai.