

(Affix Office Seal)

ORISSA STATE FINANCIAL CORPORATION HEAD OFFICE: OMP SQUARE, CUTTACK-753 003

For Office use only

Tender Form No.....

Money Receipt No.....

Date.....

Signature of Issuing Office/Asst.

TENDER/APPLICATION FROM FOR PURCHASE OF VEHICLE/ INDUSTRY/ TRAWLER/ COLLATERALS TAKEN OVER U/S.29 OF THE SFC'S ACT 1951 BY ORISSA STATE FINANCIAL CORPORATION.

1.	Name, Present and P the applicant:	ermanent address of :	
	Present Address	At:-	
		PO:-	
		P.S/Via:-	
		Dist:-	
		Contact Phone No:-	
	Permanent Address	At:-	
		PO:-	
		P.S/Via:-	
		Dist:-	
-			

- 2. Description of the vehicle/ industry/ : trawler/ collaterals applied for
- 3. Total sale consideration offered for vehicle/industry/trawler/collaterals

Space for passport

size photograph

- Total security deposit, the applicant is prepared to make for the vehicle/ industry/ : trawler/collaterals including earnest money already deposited. (It shall not be less than 25% of the Offset Price)
- Earnest money deposited with the : Corporation for the purpose and particulars thereof. (It shall not be less than 5% of the Offset Price)

 (a) Amount deposited
 Rs.

(b) Whether in shape	of draft/pay order(s)/	:
Banker's cheque.		
(c) Name of the Bank	drawn on	:

(d) No. & date of draft/P.O/Banker's cheque :

Offset Price	Offered Price
Rs.	Rs.

- 6. Name and address of the father/husband of : the applicant and his/her present occupation.
- 7. Academic qualification of the applicant : including technical qualification, if any. (copies of supporting certificates should be enclosed)
- 8. Present profession, business of the : applicant with detail information on past experience if any. (in case a professional driver applying for vehicle, copy of driving license should be enclosed)
- 9. Whether the applicant has ever been : convicted or facing trial for any criminal or economic offence.
- 10. Please mention as to whether the applicant : or any of his family members has applied/ has availed any loan from any bank/ financial institution including OSFC and if so details thereof with name of the Branch.
- 11. If yes, whether the account is being : maintained properly/regularly.
- 12. Annual Income and solvency of the : applicant/family of the applicant.
- 13. Source from where earnest money & : security deposit has been arranged/ to be arranged.
- 14. Whether the applicant has only Bank : Account and if so, details thereof (A/c No. & Name of the Bank)

Place: Date:

The above statement is true and correct to the best of my knowledge. The conditions of sale notice and specific conditions of sale annexed to the Tender Form are acceptable to me.

SIGNATURE OF THE APPLICANT

N.B The tender form should be submitted complete in all respect along with a recent passport size photograph of the applicant duly attested by a Gazetted Officer along with EMD, failing which it is liable to be rejected. The tender is subject to other terms and conditions mentioned in the advertisement under which this is being submitted and other conditions of sale annexed (Annexure – I & II to this Tender Form)

Cost of form Rs.400/-

(In case the form is down loaded and utilised, the cost of the form should be paid in shape of a separate Demand Draft/Pay order/Bankers cheque favouring OSFC payable at Cuttack and enclosed to the tender application at the time of its submission.)



ORISSA STATE FINANCIAL CORPORATION

Tender Form

Annexure-I

CONDITIONS OF SALE NOTICE

- The advertisement (Sale Notice) is subject to the terms of Court orders and discretion to release the assets/vehicles in favour of the original loanee, if considered by the Default-cum-Disposal Advisory Committee (DDAC) of OSFC/ Branch Level Disposal Committee (BLDC) of OSFC.
- 2. Conditional offers shall not be accepted.
- 3. The Corporation reserves the right to accept/reject any and or all offers without assigning any reason whatsoever thereof.
- 4. Offers received late, incomplete, unsigned and without the required earnest money deposit are liable to be rejected.
- 5. The Corporation reserves the right to cancel the sale decided, if in the opinion of the Corporation, the purchaser has given incorrect information or suppressed material facts and may forfeit the earnest money deposited.
- 6. Earnest money and security deposit, deposited by an applicant, whose offer is accepted, shall be forfeited if he/she fails to comply with the terms of the sale within 90 days from the date of intimation letter.
- 7. The Corporation shall not be liable for past, present and future statutory/institutional or any other dues already accrued or to be accrued on the units/other sold assets prior to sale and after the sale.
- 8. Intending buyer(s) who will be submitting the tender, shall appear before the DDAC/BLDC either in person or through his/her authorised representative. In case of authorised representative, the offerer shall authorise the person in writing who will appear and negotiate on his/her behalf. The offerer shall also attest the signature of the authorised representative. The terms accepted by the authorised representative during the negotiation shall be fully binding on the purchaser who has submitted the tender.
- 9. Every bidder is deemed to have read, understood and accepted all the conditions attached with this Tender Form/Sale Notice.
- 10. The Corporation reserves its option for further negotiation with the highest bidder only.
- 11. The sale of the vehicle/assets is on "AS IS WHERE IS" basis only. Every bidder/tenderer is assumed to have inspected those and the principle of "CAVEAT EMPTOR" will apply to the sale.
- 12. The Corporation will not be responsible for any faults and error in the description or otherwise. Neither reliance can be had on any description nor will any complaint against the description be entertained.
- 13. In respect of joint financing cases, the sale finalisation shall be subject to receipt of concurrence from all other joint financing institutions.
- 14. The bidder(s)/tenderer(s) shall furnish break up of assets (i.e. land/building/plant & machinery) available for sale in their own interest and bear necessary stamp duty and registration charges for execution of the sale deed applicable under IPR. The registration of the assets purchased under Section-29 of SFCs Act will be done by the Corporation in favour of the successful bidders as per the guidelines of the Corporation.
- 15. All other conditions published in the Sale Notice shall be applicable to the bidder/purchaser.
- 16. The tender application should be submitted in a closed envelop addressed to Jt. General Manager(Reco.), OSFC, Cuttack-3/ concerned Branch manager super scribed with following information on its body. (i) Name of the unit/vehicle/collateral applied for (ii) Advertisement No.....dt..... and name of the News paper (iii) Date of meeting (iv) Name & address of the applicant.



ORISSA STATE FINANCIAL CORPORATION

Tender Form

Annexure-II

Specific Conditions of Sale:

- 1. The assets published in the sale notice shall be sold on outright basis only payable within a maximum period of 90 days of issuing the sale letter.
- 2. Preference may be given to the reasonable highest offerer beyond the offset price subject to the satisfaction of all other relevant conditions.
- 3. Joint General Manager(Recovery-I), OSFC, Recovery Department, OMP Square, Cuttack-3 is the Nodal Officer who will deal with all post sale matters. All correspondences with regard to the problems, if any, faced by the purchaser after taking over physical possession of the assets shall be made to the Nodal Officer for appropriate action and solution.
- 4. The Managing Director, OSFC reserves the right to stipulate any other reasonable condition other than the above specific and standard conditions for the sale of the seized assets. In case, the delivery or possession of the vehicle/sold assets is not taken by the purchaser within seven days from the date of full payment and completion of sale formalities, the sold vehicle/assets will be held by the Corporation at the risk of the tenderer/auction purchaser. The purchaser is liable to pay demurrage and incidental charges thereto incurred by the Corporation in this respect.

Standard Conditions of Sale:

- 1. In case of IDCO land/shed, the purchaser will negotiate with IDCO within one month of taking over possession of the assets for transfer of the lease hold interest of the IDCO land/shed in his/ their favour. OSFC shall however recommend to IDCO for such transfer of ownership. The industrial land/building shall be utilised for the bonafide industrial use only.
- 2. The sold assets shall be governed under the prevalent IPR applicable at the time of sale. The sale does not pre-suppose sanction of any additional loan.
- 3. The possession of the sold assets shall be handed over to the purchaser by our concerned branch office after deposit of the requisite sales price and execution of necessary sale agreement (pending execution of equitable mortgage deed which will be completed within one month after reallotment of land/shed by IDCO in case of IDCO land/shed.). The possession of the sold vehicle shall be handed over by the concerned authority where the vehicle is stationed.
- 4. Whenever necessary, requisite permission/clearance from the Govt.competent authority shall be obtained by the purchaser and may be submitted to OSFC.
- 5. In case any enquiry is instituted by the Govt./its agencies against the unit/promoter(s) for economic offences, the purchaser shall be liable to furnish the required informations.
- 6. The purchaser should take necessary steps with any commercial bank for sanction/availment of adequate working capital facility, make firm arrangement for rawmaterials, power connection and marketing the products to operate the unit in a continuos basis at his/her own risk and responsibility.
- 7. Before taking action on the diversification of products, in case of industrial units, if any, the purchaser should take the written approval of the Corporation/appropriate authority.
- 8. The sale is subject to satisfactory report on the credit worthiness, financial soundness antecedents and other allied matters pertaining to the purchasers.