

**MADHYA PRADESH FINANCIAL CORPORATION**  
Head Office : “FINANCE HOUSE”, Bombay Agra Road,  
Indore – 452 001 Phone : 0731-2580500,  
Fax : 0731 2580505, E-mail : [finance@mpfc.org](mailto:finance@mpfc.org)  
website : [www.mpfc.org](http://www.mpfc.org)

**TERMS AND CONDITIONS FOR SALE ON TENDER BASIS :-**

Terms and conditions of sale of ALL the FIXED ASSETS taken-over by the Corporation u/s 29 of the State Financial Corporations Act, 1951.

Ref: Advertisements published in \_\_\_\_\_ & \_\_\_\_\_ on \_\_\_\_\_  
and \_\_\_\_\_ on \_\_\_\_\_.

01. The property is offered for sale on “ AS IS WHERE IS AND WHATEVER IS BASIS “.
02. Persons interested for inspection of the unit may contact in person or on telephone Nos. as mentioned in the sale advertisement.
03. The borrower(s) and guarantor (s) of the concerned unit may also bring/submit their/third party's tender/bid under the terms and conditions prescribed herein and in the sale advertisement.
04. The tenders/bids received for the price less than the reserve price shall not be considered.
05. The tenders/bids should be accompanied by :
  - i) A non-refundable Tender Fees of Rs. 1000 / 2000 / 5000 / 10000 (as per the sale advertisement) by Demand Draft in favour of the Madhya Pradesh Financial Corporation, payable at Indore.
  - ii) Earnest Money Deposit of the amount mentioned in the sale advertisement (refundable but non-interest bearing) by way of Demand Draft in favour of the Madhya Pradesh Financial Corporation, payable at Indore. If the tender/bid is accepted, this amount will be adjusted against 25% down payment, as per the terms of the sale advertisement / sale letter.
  - iii) Tender/bid without the payments mentioned at (i) and (ii) above will be summarily rejected.

06. The tender/bid duly sealed and signed should reach to the concerned office of the Corporation as mentioned in the sale advertisement on or before the due date and time given thereof in the prescribed form (enclosed herewith). The envelope containing the tender/bid with demand drafts for Tender Fee and EMD should be superscribed "Tender/Bid for purchase of fixed assets of M/s \_\_\_\_\_".
07. The tenderer / bidder should indicate the constitution as to proprietorship/partnership/private/public limited company while tendering the offer.
08. The eligible highest tenderer/bidder shall be declared as successful purchaser, if found suitable at the sole discretion of the authorized officer/committee of the Corporation and provided he tenders 15% of the Offer amount immediately. In case the said successful purchaser fails to tender 15% amount as above, the Corporation's authorised Officer / Committee may declare the next highest offerer / bidder as the Successful Purchaser on the same terms & conditions.
09. On acceptance of the tender / bid, the successful purchaser shall have to deposit by way of demand draft a sum equal to **25% of the sale price** as under:-
- (i) **10%** of the **Reserve Price** already paid as EMD.
  - (ii) **15%** of the **offer amount** paid immediately on declaration of the successful purchaser.
  - (iii) Balance **25% amount of the Final Sale Price** after adjusting the amounts mentioned at point No. (i) & (ii) above to be paid within seven days from the date of issue of sale letter.
- If the successful purchaser fails to deposit the initial 25% of the final sale price as above, all the money deposited till then including the earnest money shall stand forfeited by the Corporation without any further notice. In that event, fresh sale proceedings shall take place.
10. The declared successful purchaser shall have to pay the **balance 75% of the final sale price** within one month from the date of sale letter. However, the successful purchaser may make the payment of balance 75% of the sale price or part thereof within further extended period of 3 months subject to payment of interest at the prevailing rate. In case of his failure, the entire money deposited (including the EMD) till then by the successful purchaser shall stand forfeited without any further notice. In that event, fresh sale proceedings shall take place.

11. The possession of the fixed assets of the unit sold shall be given to the successful purchaser or his authorised nominee only after receipt of full sale price.
12. The successful purchaser shall bear the requisite stamp duty and registration charges for getting the sale deed / transfer deed executed and registered in his/their favour, as per the prevailing laws.
13. The successful purchaser will have to get the property including the lease of the land as well as licences/permits, clearance, if any, and the utility services transferred at his / their own level and cost from the respective authorities concerned.
14. The statutory liabilities towards PF, ESI and Commercial Tax/VAT only shall be dealt with by the Corporation in accordance with the prevailing laws out of the sale price.
15. As regards the non-statutory and other liabilities, the successful purchaser shall have to deal with all such matters at his / their own level and cost. The Corporation shall not be responsible or liable financially or otherwise in any manner in all such matters and that no claim shall be accepted by the Corporation in these regards. The interested tenderers / bidders are therefore advised to carry independent verification pertaining to all such charges / encumbrances before submitting tender / bid.
16. The Corporation reserves the right to reject any and/or all the tenders/bids without giving reasons thereof or modify the terms and conditions while considering the tenders/bids as per the circumstances. Similarly, the Corporation also reserves the right to postpone the finalization of the sale or to readvertise the sale notice at its own discretion. In case of fresh sale advertisement, the interested tenderer(s)/bidder(s) having applied presently will have to tender/bid afresh with requisite Tender Fees and Earnest Money Deposit. Any refund of Earnest Money Deposited by the Tenderer(s)/bidder(s) pursuant to present advertisement(s) shall be dealt with separately.
17. The tenders/bids not conforming to the above conditions shall be summarily rejected.
18. Conditional tenders/bids shall not be accepted.
19. Demand Draft for EMD of the successful purchaser shall be retained & deposited by the Corporation and the drafts submitted by rest of the tenderers/bidders shall be returned.
20. The successful purchaser will have to produce a self attested photocopy alongwith original passport or driving license or PAN Card or Voter Identity Card as proof of identity at the time of consideration of the offer / bid. The original document shall be returned back after verification.

**By order of the Managing Director  
of the Corporation**

**TENDER / BID FORM**

Date:

The M.P. Financial Corporation

Finance House

A.B. Road

Indore

**Sub: Tender / Bid for purchase of the fixed assets of M/s \_\_\_\_\_**

**Ref: Your advertisement published in \_\_\_\_\_ dated \_\_\_\_\_**

Dear Sir,

01. We are interested to purchase fixed assets of the captioned unit.

02. Our tender / bid is of Rs \_\_\_\_\_ lacs.

03) a) Particulars of Tender Fees (Non-refundable) DD No. \_\_\_\_\_ dt. \_\_\_\_\_

drawn on \_\_\_\_\_

in favour of MPFC payable at Indore

b) Earnest Money Deposit (Refundable) DD No. \_\_\_\_\_ dt. \_\_\_\_\_

drawn on \_\_\_\_\_

in favour of MPFC payable at Indore

04. Constitution & Address with telephone \_\_\_\_\_

No. (s) of the Tenderer / Bidder

(Proprietor/Partnership Firm /,

Pvt. Ltd. Co. / Public Limited Co. \_\_\_\_\_

Phone No. \_\_\_\_\_

Mobile No. \_\_\_\_\_

05. We have gone through the terms & conditions of sale attached with the Tender Form and agree to abide with the same and our tender is subject to the said terms and conditions of the sale.

06. We confirm that the constitution of the Tenderer / Bidder, as referred to above, will remain same till full payment of the sale price and execution & registration of the transfer / sale documents.

07. Any special condition modified or enumerated by the Corporation at the time of opening of the tender / bid shall be binding on all the tenderers / bidders.

Thanking you,

Yours faithfully,

Name

Status

Signature

(Concern, Firm /  
Company etc.

(Proprietor/Partner/Director etc.)

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1. \_\_\_\_\_

2. \_\_\_\_\_

3. \_\_\_\_\_

4. \_\_\_\_\_

For above on behalf of :

M/s \_\_\_\_\_