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1. Disclaimer

This document shall be referred to as *the Tender Document for Proposed Property* (TDPP) of Madhya Pradesh Laghu Udyog Nigam (MPLUN), at Kanpur, and along with the other information provided would comprise the only information package, which is being made available to Bidders in accordance with the details contained herein.

The purpose of this document is to provide Bidders with basic and preliminary information to assist the formulation of their Bid and is issued upon the express understanding that recipients will use it only for the purposes set out therein.

This document has been prepared on the basis of available information and the Bidders should conduct their own due diligence, investigation and analysis. Further, it should not be assumed that there shall be no change or deviation in the information provided. While MPLUN has taken due care to try and ensure the accuracy of the information contained in this TDPP or contained in the data room, it has not conducted any due diligence and does not confirm the accuracy, adequacy, sufficiency or otherwise of any information contained in this TDPP or in the data room.

This TDPP does not purport to contain all the information and data each Bidder and/or its advisors may desire or require in reaching decisions concerning their Bids. Each Bidder should conduct his own investigations and analysis and should check the accuracy, reliability and completeness of the information in this TDPP. Bidders should form their own views as to whether information provided herein or separately is relevant to any decisions that they make and should make their own independent investigations in relation to any additional information that they may require.

The information contained in this TDPP or any other information which may be provided to Bidders is subject to change without notice. Further, it should not be assumed that there shall be no deviation or change in any information provided. MPLUN may, in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information contained herein including the envisaged transaction process mentioned.

While this TDPP has been prepared in good faith, neither MPLUN, nor its employees make any representation or warranty, express or implied, or accept any responsibility or liability, whatsoever, in respect of any statements or omissions herein, or the accuracy, completeness or reliability of information, and shall incur no liability, under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this TDPP, even if any loss or damage is caused by any act or omission on the part of MPLUN or its employees whether negligent or otherwise.

This TDPP has not been filed, registered or approved by any regulatory or judicial authority. Recipients of this document, resident in jurisdictions outside India as well as those residents in India should inform themselves of and observe any applicable legal

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(M.P. Government Undertaking)
2'nd Floor, Panchanan Bhavan, Malviya Nagar, Bhopal
Ph.: 0755-2673160, Fax: 0755-2673147

requirements and MPLUN and its representatives will not be responsible for compliance with the same.

MPLUN reserves the right to accept or reject any or all Bids without giving any reasons. MPLUN and its representatives will not entertain any claim for expenses in relation or pertaining to the inspection of properties or preparation and submission of Bids etc. and as such no financial obligation/liability would accrue to MPLUN or its representatives on such eventualities.

2. Definitions

In this TDPP, unless the context otherwise requires, the following terms and expressions shall have the meanings assigned to them herein:

- 2.1. **Bidder(s)** means an individual, Companies, Govt. Departments or Govt. PSUs and Institutions, subject to applicable laws and regulations. No bidder shall be represented by any broker or agent.
- 2.2. **Bids** means the Bid (Technical & Financial) prepared and submitted in accordance with the contents of this document and in the form prescribed herein
- 2.3. **Bid Submission Date** shall have the meaning ascribed in Section 11
- 2.4. MPLUN means Madhya Pradesh Laghu Udyog Nigam Limited
- 2.5. **Successful Bidder** means the Bidder who is declared as the Successful Bidder for a particular property after evaluation of bids, both Technical & Financial, by MPLUN in accordance with terms of Section 12 of TDPP
- 2.6. **Bid Document for MLUN Property** means this document, as may be amended and modified together with all annexures, addendums and amendments which may be made from time to time

3. Schedule of Bidding Process

The schedule for the bidding process will be as follows:

S.No.	Activity	Date
1.	Issue of Bid Document	Upto 07-01-2016
2.	Site visit and Document Inspection	For property in Kanpur: 21/12/2015
3.	Pre Bid Meeting at Meeting Hall, 4th Floor, Panchanan Bhawan, Malviya Nagar, Bhopal (MP)	23-12-2015 11:30 AM
4.	Last Date and Time of Bid Submission	08-01-2016 upto 2 PM at the address mentioned in the advertisement from where the tender document were issued
5.	Time and date of Technical Bid Opening	08-01-2016 at 4 PM

4. Notice for sale

- 4.1 MPLUN invites sealed Bids for the sale of its real estate property comprising of commercial property located in Kanpur. The property would be sold on "AS IS WHERE IS, WHAT IS WHERE IS BASIS". **Separate Technical and Financial Bids can be submitted** for the real estate properties (commercial) at the location mentioned above. The list providing details of the real estate properties is enclosed in Annexure-D.

5. Terms and Conditions

- 5.1 MPLUN hereinafter referred to as the “seller/MPLUN” and the Bidder in whose favour the Bid may be awarded shall be referred to as “the Successful Bidder”.
- 5.2 The Bids must be submitted with all the pages numbered serially, along with an index of submission. In the event any of the instructions mentioned herein have not been adhered to, the Bid is liable to be rejected.
- 5.3 The Bid, both Technical and Financial, must be submitted in a sealed envelope by 14:00 hrs on 08-01-2016 in the manner specified in this TDPP. The sealed envelope containing Bids would be super scribed with “OFFER FOR PURCHASE OF PROPERTIES OF MPLUN” at the top of envelope. No Bid after the specified time and date shall be accepted. The Bids can be submitted at the following address:

Dy. Chief General Manager (Emp), M.P. Laghu Udyog Nigam Ltd. 2nd Floor,
Panchanan Bhawan, Malviya Nagar, Bhopal (M.P.)
- 5.4 The Successful Bidder(s) for the property would be notified by e-mail/post. MPLUN reserves the right to reject any or all of the Bids without assigning any reasons thereof and the decision of MPLUN would be final and binding on the Bidders.
- 5.5 The TDPP can be purchased from the office of the Dy. CGM, MPLUN Bhopal, mentioned above on payment of a non-refundable processing fee of Rs. 1000=00 (Rupees One Thousand only) by way of a crossed demand draft favouring “M.P. Laghu Udyog Nigam Limited” payable at Bhopal. A copy of the receipt evidencing payment of the cost of bid documents shall be enclosed with the Bid documents in the manner prescribed in section 10.4.3 below. In case the Tender Document has been downloaded from the websites the fee would be payable at the time of submission of bid in the manner prescribed in section 10.4.3 below.
- 5.6 In case of any doubt regarding the TDPP, the decision of Managing Director MPLUN shall be final.
- 5.7 All the assets offered are on “AS IS WHERE IS, WHAT IS WHERE IS” basis.
- 5.8 For further details, the interested parties may contact Mr. Rajendra Gargav, Dy. Chief General Manager, M.P. Laghu Udyog Nigam Ltd. 2nd Floor, Panchanan Bhawan Bhopal (M.P.) Ph: 0755-2673160 and 2673147. or send email at mplun7@gmail.com

6. Eligible Bidders

The Bidder shall submit a Power of Attorney as per the format enclosed at Annexure - C authorizing the signatory of the Bid to commit the Bidder. The Power of Attorney is not required to be submitted in case of Bids submitted by individuals in their own independent capacity.

7. Site Visits

- 7.1 It is desirable that each Bidder submits the Bid after visiting the properties and ascertaining for themselves the location, surroundings and any other matter considered relevant to them.
- 7.2 The real estate properties and document may be inspected according to the following schedule and at the below mentioned address:

City	Category	Location	Schedule	
			Day	Time (Hrs)
Kanpur	Commercial	Shop NO. 5, Basement, Handloom Haveli, Premises No. 14/145, The Mall, Kanpur (UP)	21-12-2015	12.00 – 17.00

For the purpose of inspection of the aforementioned properties, the Bidder could contact the following persons as below:

Sr.No.	Property Location	Contact Person	Contact No.
1	Kanpur	Mr. Anil Gangrade, GM (E/C)	09425601828

- 7.3 It would be deemed that by submitting the Bid, the Bidder has:
- Made a complete and careful examination of the TDPP
 - Received all relevant information required for submission of the Bid either from MPLUN or from their own due diligence
 - Understood that he would have no recourse or claim vis-a-vis MPLUN post transfer of ownership rights of the concerned property
- 7.4 The Bidder shall thoroughly satisfy themselves of the nature, conditions and quality of the assets and its physical condition. MPLUN gives no guarantee or warranty as to the physical condition of the assets/material or/its quality of its fitness for any specific purpose or use. It should be clearly understood that no claim/complaint about the quality/condition/fitness for use will be entertained by MPLUN.

8. Document Inspection

- 8.1 The documents relating to the individual properties would be available for inspection at the respective location on the day of site visit and a complete set of documents relating to all the properties would be available for inspection at the locations mentioned as per the date and timing mentioned in Section 7.2. The Photocopy of the documents as desired by the bidders can be provided at the actual cost incurred on photocopying.

9. Reserve Price and Earnest Money Deposit

- 9.1 The Reserve Price for sale of MPLUN's property has been mentioned in "Annexure-D".
- 9.2 The Bid shall be accompanied by an Earnest Money Deposit ("EMD") as given against each of the properties indicated in "Annexure-D".
- 9.3 The EMD has to be paid by way of a crossed Demand Draft drawn on any scheduled or Nationalized Bank in favour of "M. P. Laghu Udyog Nigam Limited" and payable at Bhopal. No interest will be payable on the EMD.
- 9.4 EMD received from unsuccessful Bidders (except that of H1 and H2 bidder) would be returned within a period of 120 days from the date of declaration of the Successful Bidder for the concerned property.
- 9.5 The EMD of the Successful Bidder shall be automatically adjusted towards sale consideration. In case the Bid is accepted and the purchaser refuses/fails to make further payment towards the balance sale consideration, the EMD shall be forfeited without prejudice to the rights of MPLUN to claim such further damages in this regard without further reference to the Bidder/purchaser.

10. Preparation and Submission of Bid

- 10.1 Language: The Bid and all related correspondence and documents should be written in the English language.
- 10.2 Currency: The currency for the purpose of the Bid shall be the Indian Rupee (INR).
- 10.3 Validity of Bid: Bid shall remain valid for a period of not less than 120 days from the Bid Submission Date. However, MPLUN may require the bidders to extend the validity for such period as may be determined by MPLUN at its discretion. MPLUN reserves the right to reject any Bid which does not meet this requirement.
- 10.4 Format and Signing of Bid
 - 10.4.1 The Bid format has been provided in Annexure – B. The Bids should be submitted in Two Bid System viz. **Technical Bid** (Earnest Money as indicated against each property and required documents as mentioned in col. 10.4.3), and **Financial Bid** (i.e. Price bid). Technical Bid and Financial Bid will be submitted in separate envelope. The submitted Bid should necessarily comply with the specified format.

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10.4.2 The Bid shall be typed or written in indelible ink and the Bidder shall initial each page. All the alterations, omissions, additions, or any other amendments made to the Bid shall be initialed by the person(s) signing the Bid.

10.4.3 Each envelope shall contain:

TECHNICAL BID

- First sealed envelope super scribed with “Technical Bid / Earnest Money Deposit” at the top and would contain the following documents:
 - 1 Covering letter stating clearly the validity of the Bid as per the format enclosed at Annexure – A
 - 2 In case the TDPP has been purchased from the offices of MPLUN directly, a copy of the receipt evidencing payment of the tender fees/ In case the same has been downloaded from the website, demand draft towards tender fees of Rs. 1000.00 (Rupees one Thousand only) must be submitted along-with the technical bid.
 - 3 Demand Draft towards the EMD.
 - 4 Power of Attorney as per the format enclosed at Annexure - C
 - 5 All Bidders to provide a photocopy of their Income tax PAN Number duly signed by the individual or Power of Attorney holder as the case may be.
 - 6 In case of companies, latest audited balance sheet and certificate of net worth by a Chartered Accountant.
 - 7 In case of individuals, copy of latest income tax return.
 - 8 TDPP (Bid Documents) duly signed and stamped on each page.

FINANCIAL BID

- One sealed envelope super scribed with “Financial Bid Documents” at the top and would contain the following documents in original:
 - Financial Bid in the prescribed format as per the format enclosed at Annexure – B

Both the above mentioned envelopes to be put in a main envelope and the main envelope shall clearly bear the following identification:

OFFER FOR PURCHASE OF PROPERTIES OF MPLUN AT KANPUR

SUBMITTED BY ----- (Name and Address of Bidder)

- The envelope shall be addressed to:

ATTN. OF:

Dy. Chief General Manager (Emp),
M.P. Laghu Udyog Nigam Ltd.
Panchanan Bhawan, IIInd Floor
Malviya Nagar
Bhopal (MP)-462003

11. Bid Submission Date and Bid Opening

- 11.1 Bids should be submitted before 14:00 hours on the Bid Submission Date mentioned in the Schedule of Bidding Process, at the addresses provided in Clause 5.3 in the manner and form as detailed in this TDPP. Bids submitted by either facsimile transmission or telex will not be acceptable.
- 11.2 Bidder sending their Bids by mail will do so solely at their own risk and MPLUN will not be responsible for any loss in transit or postal delay. Bids would be opened in the presence of bidders or their authorized representatives who choose to be present at the time of bid opening at their own expense. Date, time and place of opening of financial bids will be communicated to the eligible bidders only.
- 11.3 Incomplete Bids submitted with qualifying conditions or with conditions at variance with the Terms and Conditions of TDPP will be liable to be rejected.

12. Evaluation of Bids

- 12.1 Only those who's Technical Bid shall meet the criteria successfully shall be called to participate in the evaluation of their Financial Bid. Incomplete Bids submitted with qualifying conditions or with conditions at variance with the Terms and Conditions of this TDPP will be liable to be rejected.
- 12.2 In the event two or more bids are received at the highest bid amount for a particular property (with the same amount), the concerned bidders would be invited for negotiations and the bidder who offers the highest bid post negotiations would be declared as the Successful Bidder.

13. Payment Schedule

- 13.1 80% of the sale consideration (including the EMD) shall be deposited within 15 days from the acceptance of the bid, with MPLUN. In the event of any change in aforesaid date, the same will be notified to the Successful Bidder(s) by e-mail/Fax.
- 13.2 The balance amount i.e., 20% of the sale consideration is to be paid at the time of completion of finalization of the legal formalities but before the execution of

documents for effecting transfer of ownership. The Conveyance Deed shall be executed only after the balance 20% sale consideration amount is credited into MPLUN's account.

- 13.3 All taxes/Dues/duties/levies, etc. and expenses, if any as applicable and related to the sale of the assets on offer, shall be entirely paid by the purchaser/ Successful Bidder(s).

14. Default in Payment by the Successful Bidder

- 14.1 In case the sale consideration is not paid as specified in Section 13 by the Successful Bidder(s), the sale of the assets to the concerned Successful Bidder(s) would stand cancelled and the Earnest Money Deposit and subsequent payment made if any by the Successful Bidder(s) will automatically stand forfeited.

15. Force Majeure

- 15.1 MPLUN 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, 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 MPLUN to extend the time of performance on the part of MPLUN by such period as may be necessary to enable MPLUN 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.

16. Governing Law/Jurisdiction

- 16.1 This transaction shall be governed by the laws of India and all disputes arising out of the process shall be subject to the exclusive jurisdiction of the courts at Bhopal Madhya Pradesh, India.

17. Arbitration

- 17.1 At the occurrence of any dispute Managing Director, M.P. Laghu Udyog Nigam Ltd. Bhopal shall be sole arbitrator, and the decision shall be final and binding on both parties.

Annexure - A

Letter of Bid and Intent (To be Submitted with Technical Bid)

(Letter head of the Bidder including full Postal Address, Telephone No., Fax No. and Email ID (as applicable))

Date:

To,

M.P. Laghu Udyog Nigam Ltd.
Panchanan Bhawan, IInd Floor
Malviya Nagar
Bhopal (MP)

Kind Attn: Dy. Chief General Manager (Emp)
Subject: Bid for purchase of Properties of MPLUN at Kanpur

Sir,

1. Being duly authorized to represent and act for and on behalf of _____ (herein the Bidder), and having studied and fully understood all the information provided in the TDPP, the undersigned hereby apply as a Bidder for the purchase of Properties of MPLUN at Kanpur according to the terms and conditions of the offer made by MPLUN.
2. Bids are given in Annexure B, duly filled and signed on each page. The same together with Demand Draft towards earnest money deposit are enclosed in a sealed envelope marked "**Bid for Purchase of Properties of MPLUN at Kanpur**"
3. MPLUN is hereby authorized to conduct any inquiries/ investigation to verify the statements, documents and information submitted in connection with the Bid
4. MPLUN and its authorized representatives may contact the following persons for any further information:-

Name of the Person/s:

Address

Phone No

Fax No. :

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5. This Bid is made with full understanding that:
- a. MPLUN reserves the right to reject or accept any Bid, modify/ cancel the bidding process, and/or reject all or any of the Bids.
 - b. MPLUN shall not be liable for any of the above actions and shall be under no obligation to inform the Bidder of the same.
 - c. The ultimate buyer/ beneficiary is _____ (*fill in the name of the ultimate beneficiary*)
6. I the undersigned declare the statements made, and the information provided in the duly completed Bid forms enclosed are complete, true and correct in every aspect.
7. I the undersigned has read the terms and conditions of the offer detailed in TDRE and is/are willing to abide by them unconditionally.
8. The offer made by us/me is valid for 120 days from the Bid Submission Date. We understand that MPLUN may require us to extend the validity of the bid for such period as may be determined by MPLUN at its discretion.

Name _____

For and on behalf of

(Name of Bidder)

Enclosures:-

- (a) Demand Draft for Earnest Money Deposit
- (b) Money Receipt / Demand Draft towards tender fees (as applicable)

Bid Details

1. Particulars of the Bidder
 - a. Name
 - b. Country of Incorporation/Nationality (as applicable)
 - c. Address of the corporate headquarters and its branch office(s), if any, in India (as applicable)
 - d. Date of incorporations and/or commencement of business (as applicable)
 - e. In case of companies the following documents are to be provided:
 - i. Latest audited Balance Sheet
 - ii. Certificate of net-worth
 - iii. Copy of Permanent Account Number
 - f. In case of individuals the following documents are to be provided:
 - i. Copy of latest Income Tax return
 - ii. Copy of Permanent Account Number
2. Details of Authorised Signatory of the Bidder
 - a. Name
 - b. Designation (as applicable)
 - c. Address
 - d. Telephone No.
 - e. Email Address.
 - f. Fax No
3. Particulars of Bid
 - First sealed envelope super scribed with “Technical Bid / Earnest Money Deposit” at the top and would contain the following documents:
 - 1 Covering letter stating clearly the validity of the Bid as per the format enclosed at Annexure – A
 - 2 In case the TDPP has been purchased from any of the offices of MPLUN, a copy of the receipt evidencing payment of the processing fees/ In case the same has been downloaded from the website, demand draft towards processing fees of Rs. 1000.00 (Rupees one Thousand only).

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- 3 Demand Draft towards the EMD.
- 4 Power of Attorney as per the format enclosed at Annexure - C
- 5 All Bidders to provide a photocopy of their Income tax PAN Number duly signed by the individual or Power of Attorney holder as the case may be.
- 6 In case of companies, latest audited balance sheet and certificate of net worth by a Chartered Accountant.
- 7 In case of individuals, copy of latest income tax return.
- 8 TDPP (Bid Documents) duly signed and stamped on each page.

Annexure - B (FINANCIAL BID)

The Bid amount offered for the property(ies) is as under:

S. No	Particulars of Property	Use	Address	Built-up Area (sq.mtr)	Specified EMD (Rs.)	Bid Amount (Rs.)
1	Kanpur Showroom	Commercial	Shop NO. 5, Basement, Handloom Haveli, Premises No. 14/145, The Mall, Civil lines, Kanpur (UP)	34.14	55000=00	

Note: please add rows as may be required depending on the number of properties bid for.

We have enclosed the EMD for Rs..... (Rupees.....) as computed in the table above as specified in the TIPP

The aggregate Bid amount offered is Rs. _____ (Rupees.....) for the abovementioned property (ies)

We further acknowledge and agree that: -

- 1- In case our offer is accepted and if we fail to pay the amount in the manner specified by MPLUN, the amount of Earnest Money and any further installments paid by us under this offer shall stand absolutely forfeited by MPLUN.
- 2- This offer is valid for a period of 120 days from the Bid Submission Date or such extended date as may be determined by MPLUN.
- 3- I/We have read and understood the terms and conditions of the TDPP and hereby unequivocally and unconditionally accept the same.
- 4- The decision of MPLUN concerning this transaction shall be final and binding on us.

We hereby declare that the information stated hereinabove is complete and correct and any error or omission therein, accidental or otherwise, will be sufficient justification for MPLUN to reject our Bid and/or to cancel the award of sale.

Signature of the Bidder
Full Name
Designation (as applicable)
Name of the Company (as applicable)
Address
Date

Annexure - C

FORMAT FOR POWER OF ATTORNEY FOR SIGNING BID

(On a Stamp Paper of relevant value)

POWER OF ATTORNEY

Know all men by these presents, we (name and address of the registered office) do hereby constitute, appoint and authorize Mr./Ms..... (name and address of residence) who is presently employed with us and holding the position ofas our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our Bid for the purchase of Properties of MPLUN, including signing and submission of all documents and providing information / responses to MPLUN, representing us in all matters before MPLUN, and generally dealing with MPLUN in all matters in connection with our Bid.

We hereby agree to ratify and bind ourselves to all acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us.

(Signature)

(Name, Title and Address)

I Accept

..... (Signature)

(Name Title and Address of the Attorney)

Annexure - D

Details of Properties of M.P. Laghu Udyog Nigam Ltd.

Sr. No.	City	Category	Location	Address	Area (sq mtr)	Reserve Price (in Rs.)	Earnest Money Deposit (EMD) (in Rs.)
1	Kanpur	Commercial	Kanpur	Shop NO. 5, Basement, Handloom Haveli, Premises No. 14/145, The Mall, Civil lines Kanpur (UP)	34.14 Commercial	26.51 Lakh	55000=00

Annexure - E

POSSESSION CERTIFICATE

Sale Deed NO/-----Dated -----Registered in the
Office of -----

I -----S/O-----
-----on behalf of -----received
possession of Shop on -----located at -----
-----on -----in good condition. The above shop
has been inspected by me before taking possession and I am fully satisfied with
the condition as well as other fittings available.

I shall be wholly responsible for its maintenance and liable to pay
property tax/ Government levies hereafter.

Name and Signature of person
taking possession.

Certified that the possession of shop NO.-----located at -----
has been given today -----to -----after due verification.

Signature of officer handing over
Possession