

INFORMATION MEMORANDUM

For

6000Ton National Maxi Forge Press Machine items of SYM SINGHAL ALLOYS

Kolkata, through Private Treaty Sale

Confidentiality: Matex Net Pvt. Ltd is submitting this proposal on the understanding that it would not be divulged to any third party without prior written consent from MatexNet.

Disclaimer

NOTE:

1. Interested Buyers or their representatives may visit the site where the **6000Ton National Maxi Forge Press Machine** items are located to acquaint themselves with the condition of the **6000Ton National Maxi Forge Press Machine** items before submitting their offers, in their own interest.
2. Interested buyer submitting the quote would be deemed to have inspected the Plant/Assets and satisfied in all respects regarding the condition of the plant, read and understood all the terms conditions and the Principle of Caveat Emptor (Let the Buyer beware) will apply.
3. Interested Buyers who submit their offers do not get any right to demand acceptance of their offers **SYM SINGHAL ALLOYS** reserves the right to accept / reject / cancel any offer, withdraw at any stage without assigning any reason whatsoever. **SYM SINGHAL ALLOYS** will not be responsible for any damage / loss whatsoever too any of the Interested Buyer submitting offers on account of such withdrawal.

- This Information Memorandum (IM) has been prepared by Matex Net Pvt. Ltd. (MatexNet) on the basis of information provided by the Sale of **6000Ton National Maxi Forge Press Machine** items of **SYM SINGHAL ALLOYS** Kolkata, .
- The sole purpose of this IM is to assist the recipient interested in totally buying out the Sale of **6000Ton National Maxi Forge Press Machine** items of **SYM SINGHAL ALLOYS** Kolkata. This document is not intended to form the basis of any investment decision or any decision to purchase the **6000Ton National Maxi Forge Press Machine** items or any decision to participate in the process.
- While this document has been prepared in good faith, no representation or warranty, express or implied, is or will be made and no responsibility or liability will be accepted by MatexNet, the Seller, or any of their employees, advisors or agents as to or in relation to the accuracy or completeness of this document or any other oral or written information made available to any interested recipient or its advisors at any time during the total buy out process and any liability thereof is hereby expressly disclaimed. Any liability is accordingly

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expressly disclaimed even if any loss or damage is caused by any act or omission on part of the aforesaid, whether negligent or otherwise.

- *Any final agreement entered by the Seller will not include any representation or warranty in respect of this IM. Each person to whom this IM is made available by MatexNet must take his/its own independent assessment in respect of the acquisition of the said **6000Ton National Maxi Forge Press Machine**. Neither this document nor anything contained herein shall form a basis of any contract or commitment whatsoever. Accordingly, interested parties are advised to carry out their own due diligence, investigations and analysis of any information contained or referred to herein or made available at any stage in during the process.*
- *Matex Net/Seller undertake no obligation to provide the recipient with any additional information or update this document and the Seller reserves the right, at any time and without notice, to change or modify the procedure or process for total buy out.*
- *This document has not been filed or registered with and approved by any authority. Recipients of this document should inform themselves of and observe any applicable legal requirements.*

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INFORMATION AT A GLANCE

Sale of 6000Ton National Maxi Forge Press Machine items of SYM SINGHAL ALLOYS, Kolkata.

Photos:







MATERIAL DETAILS:-

6000 TON NATIONAL MAXI FORGE PRESS MACHINE - SPECIFICATION

- BED SIZE : 1700 X 1550 MM**
- FORGE TONNAGE : 6,000 TONS**
- RAM STROKE : 460 MM**
- STROKES PER MINUTE : 36 SPM**
- SHUT HEIGHT : 1150 MM**
- DIE SEAT (R – L x F-B) : 800 X 2050 MM**
- RAM FACE (R-L x F-B) : 1700 X 1550 MM**
- TIE ROD DIAMETER : 510 MM**
- WIDTH BETWEEN THE COLUMNS : 1850 MM**
- FLOOR SPACE (R-L x F-B x HAF) : 6400 X 5700 X 7500 MM**

FACT SHEET

- **NOTE: Additional technical informational will be provided as required by the buyer.**
- **Onsite Inspection:**

| | |
|----------------------|--------------------------------|
| Seller | M/s. SYM SINGHAL ALLOYS |
| Bidding Rules | |

| | |
|-------------------------|---|
| Contact Details: | <p>Matexnet Pvt. Ltd. Mr. Alindra Kumar/Vijay Kumar Singh/Ajit Sachan Cell Phone :9818060144/7505859115/7570800114 Email Id :kanpur@matexnet.com ; vijay.allahabad@matexnet.com</p> |
|-------------------------|---|

A) Inspection will only be permitted by giving prior notification to **SYM SINGHAL ALLOYS** at least 1 day before the date of visit. Refer to the Expression of Interest document for inspection appended below in this catalogue.

B) Buyers are required to submit the duly filled in EOI as provided in the next page along with the balance sheet of the previous financial year before visiting the site.

B) Buyers visiting the site are required to carry original govt. approved photo Id proof and company letterhead.

• **Payment & Lifting Schedule:**

| Sl. No. | (Material value with taxes & duties) | Timeline for Payment (from receipt of Letter of Acceptance) | ACTION REQUIRED TO BE TAKEN | |
|---------|--|--|---|--|
| | | | Lifting of Material | Lifting of the Materials |
| 1 | To deposit 100% Payment of material value with taxes | Advance 20% (ON ACCEPTANCE OF SALE) 80% on invoice raise | Lifting of Material will start after advance payment. | Lifting should be completed within 30 days of acceptance of sale order |

• **Security of the material:**

- If the price is approved & the contract is awarded to the buyer, the security of the respective lot in the plant from then onwards becomes the onus of the buyer.
- **SYM SINGHAL ALLOYS** will provide necessary approval to the winning buyer to place his own security to safeguard the material in the premises of the plant at the buyer's own cost & expenses.

• **Timeline for completion of dismantling & lifting:**

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A) The completion of dismantling and lifting of all segments of the equipment under disposal is in the **Scope of the Buyer**. Total time allotted for the entire process is **60 days** from the Letter of Acceptance. **However, the actual days required for dismantling and lifting the materials maybe mutually agreed between M/s. SYM SINGHAL ALLOYS and the H1 bidder. M/s. SYM SINGHAL ALLOYS will intimate the agreed timelines to H1 bidder.. Penalties mentioned in the auction catalogue will be levied on the H1 bidder for any delay related to dismantling and lifting only upon breach of the agreed timelines.**

B) If the lifting is not completed within stipulated timeline an extension may be provided after mutual discussion between the buyer and **SYM SINGHAL ALLOYS**. After discussion, **SYM SINGHAL ALLOYS** decision in this regard will be final & binding on the buyer.

- **INSPECTION:**

- The buyers should thoroughly satisfy themselves about the nature, specifications, physical conditions, quantity, quality, place of existence of the materials and working conditions at site. **SYM SINGHAL ALLOYS** provides no guarantee or warranty as to the condition of the material / its quality / its fitness for any specific purpose or use. It should be clearly understood that no claim / complaint about the quality, specifications, quantity, conditions or fitness for use shall be entertained by **SYM SINGHAL ALLOYS** once deal is finalized.

- **CAVEAT EMPTOR:**

- A) The quantity, quality, measurement and condition of the materials indicated are all approximate. Participation and bidding by anyone in this sale shall be treated as conclusive evidence of the fact that the party has inspected the materials offered for sale and satisfied themselves in all respect regarding quantity, quality, measurement, weight and condition of materials, taxes and duties, local working condition and other extraneous factors and principle of Caveat Emptor (let the buyer beware) will apply.
- B) It shall be implied and taken for granted that the buyer has carefully gone through and understood the terms and conditions of Private Treaty Sale including the amendments if any, prevailing at the time of bid. No complaints or objections shall be entertained by **SYM SINGHAL ALLOYS** once deal is finalized.
- C) **SYM SINGHAL ALLOYS** does not give any warrantee or guarantee for the quality, chemical composition of each individual item in the lot or about the end use or fitness for a particular purpose.

- **Letter of Acceptance:**

- It will be at the sole discretion of **SYM SINGHAL ALLOYS** to accept or cancel the sale without assigning any reason. The contract shall be treated as having been entered into as soon as a Letter of Acceptance is issued to the successful buyer by **SYM SINGHAL ALLOYS**. The contract shall be deemed to be completed as

soon as the entire area is cleared by the buyer of the entire materials allotted or on completion of the period of contract, whichever is earlier.

- **PAYMENTS:**

- The cost of material along with all applicable taxes and duties shall be paid by the buyer in the form of DD/Pay order of any nationalized/ scheduled bank drawn in favor of **SYM SINGHAL ALLOYS** or through NEFT/ RTGS/ CBS as per the following details:
- GST is applicable @ 18 % presently. However, any taxes/duties applicable on the transaction at the time of delivery of the goods will be borne by the purchaser at actual.
- The purchaser may clearly note that all the taxes, duties, levies, etc., if any is levied/imposed by any Statutory Authority till the final conclusion of the contractual period/ contract shall be borne by him/them including the interstate transactions and **SYM SINGHAL ALLOYS** shall not be responsible to pay the same, if any, since the sale is on 'AS IS WHERE IS BASIS' AND NO COMPLAINT BASIS EX WORKS SELLER.

- **DELIVERY:-**

- 6000Ton National Maxi Forge Press Machine items deputed for disposal of the material(s) should report for loading in early hours in such a manner that requisite time is available for loading. It is the responsibility of the buyer to coordinate with **SYM SINGHAL ALLOYS** and all statutory authorities including traffic police to arrive at timelines / schedule for 6000Ton National Maxi Forge Press Machine items deployment.
- Successful Buyer shall lift the listed material by employing their own labor and at their own cost.
- The material will have to be removed on "AS IS WHERE IS & CLEAN SWEEP BASIS" and at the buyer's own cost and expenses. No processing, whatsoever, required for convenient transportation, will be permitted by **SYM SINGHAL ALLOYS**. The buyer shall not be provided with any work force or equipment. The buyer would have to arrange for all the equipment as may be needed for lifting and transportation including Dozer, Scrapper, Cranes, Gas, etc. However, power, water may be considered to be made available to the buyer as per **SYM SINGHAL ALLOYS** rules.

- **Responsibility:-**

- *The Buyer is fully responsible for all the equipment and material for damage or loss from any cause from the day the site is handed over to the buyer post the award of Letter of Acceptance until their work is completed and is formally accepted by **SYM SINGHAL ALLOYS**.*
- **Safety:-**
 - *The Buyer shall be responsible to follow safety instructions as per the safety permit issued in addition to other safety regulations of **SYM SINGHAL ALLOYS** /State Govt. The buyer shall ensure that no accident or damage to either man or machine inside the **SYM SINGHAL ALLOYS** premises. In the event of any loss/ accident, the same shall be dealt in accordance with the **SYM SINGHAL ALLOYS** rules and Buyer shall be liable for the same.*
 - *In the event of any loss/damage caused to the **SYM SINGHAL ALLOYS** property has to be made good by the Buyer as per the assessment of the Committee constituted by the **SYM SINGHAL ALLOYS** management whose decision shall be final and binding on the buyer. The buyer has to take necessary third-party insurance cover during dismantling and transporting inside **SYM SINGHAL ALLOYS** premises against damage of man or materials.*
 - *Gas cutting work to be carried out by the Buyer in the course of dismantling work etc. will be allowed only under the supervision of the Buyer's supervisory personnel who will ensure that all safety precautions have been taken including those for prevention of fire in and around the area. The buyer has to follow the Work Permit Procedure as mentioned in the catalogue.*

PROCESS IN BRIEF

- ❖ *Submit offer and other prescribed documents in sealed envelopes on or before the 16th January, 2020 last date as prescribed in the Tender document.*
- ❖ *Private Treaty Sale will be conducted on the scheduled date amongst the eligible bidders to finalize the buyer.*

To
SYM SINGHAL ALLOYS

Date:

Submission of offer for purchase of the following item:

| Sr.No | WRT ASSETS | Amount Offered in figures |
|-------|---|---------------------------|
| 1 | 6000Ton National Maxi Forge Press Machine items at SYM SINGHAL ALLOYS Kolkata, WB. | |

Total Amount in words: RupeesOnly

| | | |
|---|--|--|
| 1 | Name of the Offeror | |
| 2 | Constitution Individual/Proprietorship/Partnership/ Private Limited Company/ Public Limited Company/ Others (Specify) | |
| 3 | Address | |
| 4 | Telephone No./Mobile No. | |
| 5 | E-mail Id | |
| 6 | Total Amount of offer (Basic Value plus 18% GST). | |
| | | |
| | | |

We have read and understood the terms and conditions of sale and verified the other particulars regarding the 6000Ton National Maxi Forge Press Machine items being offered for Sale. We agree to abide by the terms and conditions of sale. We have enclosed the Draft along with this document. We are fully aware and agree that '**SYM SINGHAL ALLOYS**' and/or its authorized officials shall have the sole right either to accept or reject our bid without assigning any reason.

Place:

Signature and Stamp of the Bidder

Date: