



NOTICE INVITING TENDER

For

SALE of

Andhra Pradesh Gas Power Corporation Limited (APGPCL) Power Shares

In

Single Bid System

Ref No. : SECL/APGPCL SHARES/2018

9/7/2018

**Unit Chief -BLH
HMT Machine Tools Limited
HMT Town Ship P.O, Narsapur Road
Hyderabad 500054**

ಐ
ಎಚ್‌ಎಂಟಿ ಲಿಮಿಟೆಡ್
(ಭಾರತ ಸರ್ಕಾರದ ಉದ್ಯಮ)
ಎಚ್‌ಎಂಟಿ ಭವನ
ನಂ. 59, ಬೆಲ್ಲಾರಿ ರಸ್ತೆ, ಬೆಂಗಳೂರು - 560 032
ದೂರವಾಣಿ : 91-80-23330333
ಫ್ಯಾಕ್ಸ್ : 91-80-23339111

ಐ
एच एम टी लिमिटेड
(भारत सरकार का उपक्रम)
एच एम टी भवन
59, बेल्लारी रोड,
बेंगलोर - 560 032, भारत
फोन : 91-80-23330333
फैक्स : 91-80-23339111

hmt
HMT LIMITED
(A Govt. of India Undertaking)
HMT BHAVAN
59, Bellary Road,
Bangalore - 560 032, INDIA
Ph : 91-80-23330333
Fax: 91-80-23339111

CIN :U29230KA1953PTCOO0748

Website : www.hmtindia.com

Ref No : SECL/APGPCL SHARES/2018

Date: 9/07/2018

SALE of

Andhra Pradesh Gas Power Corporation Limited (APGPCL) Power Shares

HMT Limited is a Central Public Sector Undertaking having Registered Office No.59, Bellary Road, Bangalore-560032. HMT Bearings Limited is a Subsidiary of HMT Limited having its Registered Office at, Moula-Ali, Hyderabad – 500040. Both HMT Limited and HMT Bearings Limited has made investment in equity shares of APGPCL.

APGPCL is successfully operating **Group Captive Power Plant** with an installed capacity of 272 MW, established in two phases ie. Phase-I (100 MW) and Phase-II (172 MW). AP State Electricity Board and HT Consumers of A.P. **and TS** both in Private and Public Sectors have joined together and promoted this Company to cater to their energy requirements, with a cheaper and reliable source of power. The shareholders of this Company are entitled to draw their share of power generated in proportion to their shareholding at the location of their Industry within A.P and Tellaangana. Leading industrial groups of Andhra Pradesh & Telangana are shareholders in AGPGCL.

HMT Limited and HMT Bearings Limited now proposes to sell their portion of Share to interested parties. **HT Consumers in the state of Andhra Pradesh and Telangana both in Private and Public Sectors are invited to purchase APGPCL shares as per details given below**

DETAILS OF SHARES TO BE SOLD:

Shares in MW

SL. NO	Name of the shareholder	<u>No. of Shares (MW)</u> <u>in Stage-I</u>	<u>No. of Shares in</u> <u>Stage-I</u>
01	HMT Limited	0.6	1,60,800
02	HMT Bearings Limited	0.5	1,34,000
	Total:	1.1	2,94,800

Note: 1 MW=2,68,000 Equity Shares with face value of Rs.10/- each fully paid-up.

B TERMS & CONDITIONS:

H.T Consumers of A.P. and Telangana Transco may Submit their offers separately in sealed covers to the undersigned subject to the following terms and conditions:

1. Applicant shall be H.T. Consumer of A.P. or/and Telangana Transco within the limits of Andhra Pradesh and Telangana.
2. Offers in the prescribed Quotation Form shall reach the undersigned on or before 2.00 p.m. of 30th July,-2018 in a sealed cover super scribed as “Offer for APGPCL Shares- HMT LIMITED” AND HMT BEARINGS LIMITED ”.
3. Applicant should deposit Rs.50,000/- by way of Demand Draft drawn on any Nationalized Bank in favour of HMT Limited, payable at Bangalore, towards Earnest Money Deposit (EMD), along with the offer.

The successful bidder shall have to pay the total offered price to HMT Limited and/or HMT Bearings Limited within 15 days from the date of intimation by the company by way of Demand Draft drawn in favour of HMT Limited payable at Bangalore & in case of HMT Bearings Limited payable at Hyderabad respectively. In case if, successful bidder fails to pay the offered price within 15 days, the EMD will be forfeited.

4. The successful bidder shall bear the cost of applicable Stamp Duty as Share Transfer Fee as applicable as per law.
5. The Offer should be for 1.1 MW or 0.5 MW or 0.6 MW only.
6. HMT Limited reserves the right to withdraw this offer at any time without assigning any reasons.
7. Telegraphic, E-mail or Fax quotations will not be accepted.
8. HMT Limited will not be responsible for any kind of postal delay.
9. Tender Document Cost: DD shall be made in favour of HMT Limited, Bengaluru of amount Rs.300 i.e, Rs. Three hundred only (Non-Refundable) payable at Bengaluru.
10. The Bidder to ascertain all details regarding APGPCL directly from APGPCL and HMT Limited shall not be responsible for providing details in this regard.
11. Validity of Tender . The Tender should be kept valid and open for acceptance for a period of 60 (sixty) days counting form the date of opening of the Tenders. The

period of validity cannot be counted from any date other than the date of opening of the Tenders.

12. The Tenders will be opened on the last date of receipt of tenders i.e. 30th July, 2018 at 3.p.m. at the Registered Office of the HMT Bearing Limited, Moula –Ali, Hyderabad -500040 in the presence of such of those Tenderers or their authorised representatives as may desire to be present.

13. It is not binding on HMT Limited to accept the highest offer or any Tender. HMT Limited reserves the right to accept or reject any particular Tender without assigning any reasons, therefor.

14. All and any disputes or differences arising out of or concerning this Tender shall be decided only by the Courts or Tribunals situated in Hyderabad /Secunderabad Cities. No Suits or other Legal proceedings shall be instituted elsewhere.

15. All quotations are subject to the Tender Conditions **and all successful bidders are to abide by terms and conditions** of Memorandum and Articles of Association and MOUs with APGPCL.

16. It may be noted that an Undertaking on Rs.100 stamp paper has to be given to APGPCL signed by both Buyer and Seller of shares. (Copy enclosed)

17. HMT Limited and HMT Bearings Limited will be responsible for clearing all dues of APGPCL till the date of transfer of shares to successful bidder.

For any further details, clarifications, etc the intended Bidder may contact the Shri B. Samba Siva Rao, Unit Chief –BLH, C/o HMT Machine Tools Limited, HMT Town Ship P.O, Narsapur Road, Hyderabad 500054 , Phone No-8498090372, E-mail Id: unitchiefhmtb@gmail.com on any working day during business hours.

The confidentiality of the information furnished herein shall be maintained. Please note that the breach of confidentiality will entail legal consequences

Sd/-

Unit Chief -BLH
HMT Machine Tools Limited
HMT Town Ship P.O, Narsapur Road
Hyderabad 500054
Phone no 8498090372
E mail id unit chief hmtb@gmail.com

Date: 9.7.2018

BRIEF SUMMARY OF DATES

SCHEDULE

Date of Publishing	Last date to Obtain Tender Forms	Last date of Submission of Tender Forms/Offer	Tender Opening Date
9 th July, 2018	28 th July, 2018	30 th July, 2018 2.00 PM	30 th July, 2018 3.00 PM

QUOTATION FORM

(To be submitted in sealed cover)

Quotation for purchase of Equity shares of
Andhra Pradesh Gas Power Corporation Limited

Sl. No	Particulars			
01	Tender Form No.& Date			
02	Demand Draft No; Date & Amount towards EMD			
03	Name & Address of Regd. Office the Company in whose favor Shares are to be purchased (Bidder)			
04	Date of Incorporation of the Company			
06	Nature Of Business of the Company			
07	No. Of Directors and their names & details ii8			
08	Performance of the Company of the Proceeding 3 Years such as Turnover & Profit	Year	Turnover	Profit
		2015-2016		
		2016-2017		
		2017-2018		
09	Amount quoted for 1.1 MW For 0.5 MW For 0.6 MW	Rs..... (Rupees.....only) Rs..... (Rupees.....only) Rs..... (Rupees.....only) It is compulsory to quote the rate in words also.		
11	Please mention whether there is any legal bar Restraining the Company under any Law of India, from purchase of equity shares			
12	Whether existing shareholder of APGPCL			
13	HT Consumer No. in Andhra Pradesh and Telangana			

Signature of Authorised person
As per Resolution & Seal

Place:

Date:

Note:

1. Please enclose the authority to Purchase the shares i. e. Resolution of the Board of Directors.
2. HMT Limited reserves the right to refuse the application, in case, if the information mentioned above is not furnished or not properly furnished.
3. Please super scribe on the Tender cover the details of EMD and Validity of Tender.

-----ON Rs.100 STAMP PAPER-----

UNDERTAKING

(A). _____(Name of the Transferor), a company incorporated under the Companies Act, 1956 (which term shall include its successors, assigns, representatives etc.,) represented by _____(Name of the MD/Director).

AND

(B). _____(Name of the transferee), a company incorporated under the Companies Act, 1956 (which term shall include its successors, assigns, representatives etc.,) represented by _____(Name of the MD/Director).

HERBY CONFIRM AS FOLLOWS:-

1). THAT _____(Name of the Transferor) is shareholder of Andhra Pradesh Gas Power Corporation Limited (APGPCL) Having its registered office at flat No.201, 2nd Floor, My Home Sarovar Plaza, Secretariat Road, Hyderabad – 500063 holding 335000 Equity Shares fully paid equivalent to ___ MW in Stage ___:

2). THAT _____(Name of the Transferor) is transferring the _____ Equity Shares equivalent to ___ MW of Stage ___ held by it in APGPCL to _____(Name of the Transferee)

3). THAT _____(Name of the Transferee) will become the shareholder of the said _____ Equity shares transferred from _____(Name of the Transferor)

4). WE, _____(Name of the Transferor) and _____(Name of the Transferee) are aware that as per terms of MOUs signed by the Participating Industries (to which _____Name of the Transferee) will Become the party after transfer of the above said Equity Shares at the end of each financial year the cost per KWH

5). IT IS FURTHER agreed that notwithstanding anything contained in the MOU in case Participating Industries wishes to transfer its Equity Shares, APGPCL among other things, insists for an Undertaking from both parties i.e, transferor and the transferee agreeing for the payment of variation cost, if any, arising for the period to and/or subsequent to the date of such transfer of Equity Shares;

6). THAT in accordance with the above and as required APGPCL:-

(a). _____(Name of the Transferor) hereby agree and undertake to pay the shortfall, if any, in the cost per KWH arrived at actual as and when they

arise, if it related to the power consumed by ____ (Name of the Transferor), prior to the transfer of the above said Equity Shares:

(b). ____ (Name of the Transferee), hereby agree and undertakes to pay to APGPCL that in case, ____ (Name of the Transferor) fails to pay to APGPCL the shortfall, if any, in the cost per KWH arrived at actual as and when they arise, even if it relates to the power consumed by the transferor prior to the transfer of the above said Equity shares.

(c). It is hereby agreed that ____ (Name of the Transferee) is entitled to recover the amount from ____ (Name of the Transferor) to the extent of the money paid by ____ (Name of the Transferee) to APGPCL on account of failure to pay by ____ (Name of the Transferor), the liability of differential in tariff rate on account of variation in cost of generation as per MOU.

(d). ____ (Name of the Transferee) hereby agree and undertake that in case of any credit received by ____ (Name of the Transferor) from APGPCL related to return of duty or any other credit received related for the period upto ____, ____ (Name of the Transferor) will refund that amount to ____ (Name of the Transferee) to collect the same to APGPCL directly;

(e). ____ (Name of the Transferor) hereby agree and undertake that in case of any debit payable by ____ (Name of the Transferor) to APGPCL related to payment of duty or any other debit paid related for the period up to ____, ____ (Name of the Transferor) will refund that amount to ____ (Name of the Transferee) to pay the same to APGPCL; and

(f). ____ (Name of the Transferee) hereby undertakes to pay to APGPCL the charges for the power consumed by it after the transfer of the said Equity Shares in favour ____ (Name of the Transferee) as per the MOU.

Dated:

Signature of Transferor

Signature of Transfere