

# TENDER DOCUMENTS



A/C .....

With

Indian Bank

..... Branch

## TENDER/BID DOCUMENT FOR SALE (for e-auction)

Authorized Officer  
Indian Bank,

In exercise of powers conferred under Section 13 of Securitisation and Reconstruction of Financial Assets and Enforcement of Security Interest Act 2002 (In short 'SARFAESI Act'), the Authorized Officer for the A/c ..... of ..... branch of Indian Bank issued a Demand Notice dated ..... under sec 13(2) of the SARFAESI Act calling upon the borrower/guarantor/mortgagor in the above account to pay the amount due Rs. .... (as on .....) with further interest and other charges thereon.

As the borrower / guarantors failed to make payment despite Demand Notice, the Authorized Officer took possession of the property (more fully described in Annexure A) under SARFAESI Act on ....., after complying with all legal formalities. The Authorised Officer is entitled to sell the properties by virtue of powers conferred on him under sec 13 (4) of SARFAESI Act read with Rule 9 framed under the said Act. Sale is intended to be carried out by inviting tenders/bids from public. The necessary Notice of Intended Sale was published in ..... and ..... newspapers on ..... Accordingly, tenders/bids are called from intending purchasers. The details are furnished below:

### **Definitions:**

1. 'Acceptance date' is the date of letter communicating acceptance of the Tender by the seller to the successful Tenderer or the second successful Tenderer as the case may be.
2. 'Authorised Officer' is not less than a Chief Manager of a Secured Creditor.
3. 'Designated place', the central place of auction and that would be the branch to which the account belongs and / or any other place, which may be specified by the Authorised Officer though the platform is e-auction platform wherein the bidders can participate from anywhere.

4. 'Price' is the amount at which the Seller accepts to sell the property after opening all the tenders and verifying other documents and adopting the tender cum auction process in the discretion of Authorised Officer.
5. 'Property' is the mortgaged and / or hypothecated items offered for sale more fully described in Annexure A
6. 'Purchaser' is the 'Tenderer' whose bid / offer amount has been accepted by the Seller and who has not rescinded performance within the time limit allowed in the acceptance letter.
7. 'Representative' is the person authorised by the Tenderer to submit the tender document on his behalf. Such Representative may either hold a Power of Attorney issued in his name by the tenderer or authorised by the tenderer through a specific letter, attesting the signature of the Representative.
8. 'Secured Creditor' is Indian Bank, a body corporate constituted under Banking Companies (Acquisition & Transfer of Undertakings) Act, 1970
9. 'Seller' of the property is, Indian Bank, branch at .....
10. 'Successful Tenderer' is the Tenderer who has submitted the highest bid amount and /or who has quoted the highest bid amount in the tender cum auction process and not disqualified for any reason thereof during the process.
11. 'Second successful Tenderer ' is the Tenderer, other things remaining the same, whose quoted amount is next below the amount quoted by the Successful Tenderer.
12. The term 'tender' wherever used shall also mean and include 'bid', 'offer' or similar terms which convey the same meaning.
13. 'Tender document' comprises the terms and conditions of the tender, the Tender form, the Schedule of the property enumerated in Annexure A, Model letters if any to be submitted and other terms and conditions etc.
14. 'Tenderer' is the person who submits his tender for purchase of the property by quoting the price offered by him and therefore participates in the tender cum auction mode. This may be an individual, HUF, Partnership firm, private or public limited company or a statutory corporation. 'Tenderer' shall also mean and include 'Offerer', 'Bidder' or similar terms which convey the same meaning.
15. 'Tender opening date and time' shall mean the date of last date of submission of tender by bidder/ tenderer and User Id and Password shall be given by service provider through mail.
16. 'Tender Amount' is the amount mentioned in the Tender form submitted by the Tenderer and later increased in the tender cum auction process amongst the eligible tenderers.
17. 'Tender Form' comprises the particulars of the tenderer, amount quoted in the tender / bid, EMD details and undertaking of the tenderer.
18. Wherever the pronoun 'he' and its related verbs are used, it also implies and includes 'she' as well as the plural form.

### **Property**

1. It consists of the mortgaged and / or hypothecated properties more fully described in Annexure A.

**Inspection:**

1. The property can be inspected by the intending Tenderer on ..... at his expense between 10 AM and 5 PM at the addresses mentioned in sale publication. Inspection of documents / EC etc.

**Terms of Warranty:**

2. 'THE TENDERER SHALL HAVE TO VERIFY THE POSITION REGARDING THE TAX AND OTHER CHARGES PAID/PAYABLE, INSURANCE, ETC. from the documents available at the designated place before submitting the Tender and /or otherwise independently and no claims shall be entertained in this regard after the Tenders are opened
3. The Seller does not give any warranty as to the description, condition or accuracy of details regarding the property given in the schedule i.e., Annexure A. The Tenderer is to satisfy himself as to the title of the property as well as the identity and correctness of the description of the property and the measurements and boundaries of the same and subsisting encumbrances / statutory liabilities etc. before submitting the tender.
4. Once Tenderer submits his tender, he will be deemed to have waived all objections to the title, extent or any other aspects, if any afterwards. THE SUCCESSFUL TENDERER SHALL NOT BE PERMITTED TO REFRAIN FROM PERFORMING **HIS OBLIGATION BY REASONS OF ANY ERROR OR DEFAULT IN DESCRIPTION THEREOF IN THE SCHEDULE HERETO OR REGARDING THE TITLE THERETO AND/OR FOR ANY OTHER REASON WHATSOEVER.** THE SALE SHALL NOT BE INVALIDATED BY SUCH REASONS AND NO COMPENSATION SHALL BE PAYABLE IN RESPECT OF ANY SUCH DEFAULT OR ERROR OR MISDESCRIPTION.
5. The sale is on "**as is where is and as is what is**" basis and without any representations and warranties on the part of the Secured Creditor relating to encumbrances/ statutory liabilities etc.

**Submission of Tender:**

6. The tender document can be downloaded and uploaded using the website <https://indianbank.auctiontiger.net> anytime after ..... from which date the service provider will enable access to the Tenderer/s.

The process of downloading and uploading the particulars in the tender document will be accessible upto 5 PM on ..... In this regard, the necessary terms and conditions of the service provider as regards the KYC documents and enabling user-id and password will have to be adhered to by the Tenderer/s.

The Tender/bid Form with the terms and conditions are available on-line from the website <https://indianbank.auctiontiger.net> and using the provision in the system / software, the same could be procured using the 'seal bid option' such that the activities could be done online. The tender form and the terms and conditions would be available in the website from ..... to ..... up to 5 PM.

7. The tenderer shall be legally eligible to buy a property in the Union of India.
8. Separate tender document is to be used for the property for each property/item/lot as may be described in the sale notice.
9. If the tender is submitted by a person who is not an individual, the details relating to constitution must be specified.

10. When the tenderer is other than an individual, the capacity of the signatory shall be indicated along with rubber stamp of the organisation, on whose behalf the tender is submitted
11. If the tender is submitted through a Power of Attorney holder (POA holder) or an authorised representative, proof of such authorisation should be enclosed. However, in case of successful tenderer, the property would be transferred in the name of the tenderer only and not in the name of such POA holder or authorised representative.
12. The tender amount must be filled in both in words and in figures in the TENDER form, failing which the tender can be rejected. When there is a difference in the amount stated in figures and in words, the amount stated in words shall prevail.
13. Complete address of the tenderer must be given in block letters. Telephone numbers, telegraphic address. e-mail address. *etc.*, may also be furnished.
14. If the tender is submitted on behalf of an organisation, the name, designation and telephone numbers of the contact person, if any, shall also be given.
15. The Reserve Price for each of the property/item and the respective Earnest Money Deposit for each of the property/item is enumerated in Annexure A.
16. Earnest Money Deposit (EMD) as specified for each item in the Annexure A shall be remitted along with the tender document.  
The tenders should be accompanied with EMD taken in RTGS / NEFT / Account Transfer and / or any other acceptable mode of money transfer without time lag, failing which the tender becomes disqualified.

The nodal bank account No./IFSC Code etc for online money transfer is as under :-

<b>The Nodal bank account No</b>	<b>6093712733</b>
<b>Name of the Account</b>	<b>e-auction EMD Account – Coimbatore Zone</b>
<b>I F S C Code</b>	<b>IDIB000S168</b>

Money Orders / Cash/ Postal Orders, personal cheque / bank guarantees. *etc.* shall not be accepted towards EMD

17. The Tender Price shall be quoted in absolute terms and shall not be linked to any other reference. The tender must be unconditional. Conditional Tender, if submitted, may at the discretion of Authorised Officer either be disqualified or be construed as unconditional.
18. Correct and complete information is to be furnished while submitting the tender. Furnishing incorrect/ false information relating to any material fact and / or failure to enclose any required document may cause the tender to be rejected at the discretion of the Seller.
19. **Submission of Tenders:** The duly filled in tender form accompanied by necessary supporting documents covers shall be uploaded upto 5 PM on ..... Tenders received / uploaded after the stipulated date and time will not be considered.
20. **Withdrawal of tenders:** A tenderer may be permitted to withdraw the tender submitted by him at any time before the final date and time fixed for making tenders and not thereafter, solely at the discretion of competent authority of bank. However request for withdrawal of the tender shall

be made in writing by the tenderer himself and should be submitted at the designated place before the time limit fixed.

### **Tender opening:**

21. The date of sale is fixed as ..... between ..... AM to ..... PM (with auto time extension of three minutes each till sale is completed) which would be by way of e auction mode and its related terms and conditions enclosed with the bid form. The helpline No. to get assistance during the entire process is Sh. Praveen Kumar Thevar - Mobile - 09722 778828, land line - 079 - 40230830 /826/ 825/827 and Sh. kaviarasu (Coimbatore) – Mobile – 96555 91945.
22. The bidders who have submitted their bid at par or above the reserve price will be given an opportunity at the sole discretion of the Authorized Officer to have an interse bidding among themselves immediately on opening of the tenders on the same date and venue. At that juncture, the floor price for inter-se bidding would be the highest price quoted at the time of opening of the tender/bid. The necessary validation in this regard to participate in the e-auction (interse bidding).

The sale shall be conferred on the person making highest offer / tender / bid subject to confirmation by Secured Creditor. In case of single tenderer he may be declared as successful bidder at the discretion of secured creditor. The Authorised Officer reserves right to accept or reject the bid / tender without assigning any reason therefor.

It shall be subject to confirmation by the Secured Creditor. Secured Creditor will confirm the sale only after ensuring that initial payment of 25 % of sale price is paid/deposited immediately by way of by RTGS / NEFT / Account Transfer and / or any other acceptable mode of money transfer, failing which the EMD amount remitted will stand to be forfeited.

### **Acceptance of Tender:**

23. The Seller is not bound to accept the highest bidder automatically, The Seller reserves the right to accept or reject any or all the tenders without assigning any reasons there for. The Seller reserves the right at his discretion to defer/cancel the tender process at any time or to call for fresh set of tenders or to withdraw, any or all the items listed in the schedule of property from sale.
24. Once the e-auction is completed and sale is conferred on the person making the highest offer / tender / bid, the successful bidder will be intimated by email, who has to remit 25% of the bid amount (less the EMD) immediately by RTGS / NEFT / Account Transfer and / or any other acceptable mode of money transfer, failing which the EMD amount remitted will stand to be forfeited.
25. Sale is subject to confirmation by the Secured Creditor. Secured Creditor will confirm the sale only after ensuring that initial payment of 25 % of sale price is paid/ deposited immediately as stated *supra*.
26. The 25% of the sale price, which includes EMD deposited by the successful tenderer / bidder shall be held as Security Deposit for due performance of the contract. Successful tenderer shall deposit the balance amount within 15 days of confirmation of the sale by the Secured Creditor or within the extended period as agreed between the parties in writing. Payment of balance amount will also have to be made in the mode as applicable for initial 25%.

If the balance amount is not remitted within stipulated /agreed time, the amount of 25% remitted will also stand to be forfeited.

27. No time extension for making the payment after the stipulated period will be granted nor shall the successful tenderer / bidder be allowed to make part payments. However the Seller may, in his discretion, entertain and consider request for extension of time for making payment provided the request has been made in writing and duly signed by the successful Tenderer / bidder Representative himself.
28. Failure to deposit the balance amount within such stipulated time or within such extended time shall be construed as breach and the EMD and initial deposit paid by the successful tenderer / bidder shall be forfeited.
29. If the successful tenderer do not deposit 25% of the purchase price immediately on issuance of acceptance letter, it is open to the Seller to confer the sale on the second successful tenderer / bidder.
30. If the Seller decides to accept the tender of the second successful tenderer/ bidder, either upon failure of the successful tenderer / bidder or otherwise, the same shall be intimated to the second successful tenderer / bidder. The terms and conditions regarding deposit of balance amount, forfeiture as stated in Clause 25 to 29 shall apply mutatis mutandis to the second successful tenderer / bidder also.
31. Upon breach by the successful tenderer / bidder or, in case of acceptance of tender / bid of the second successful tenderer / bidder, upon his breach, the Seller may cancel the sale and at its discretion decide to sell the property by calling for fresh tenders or through private sale or otherwise in accordance with Law.
32. If the e-auction fails owing to any technical snag etc., the same may be re-scheduled by issuing 7 days prior notice at the sole discretion of the Authorized Officer.
33. The EMD given by the tenderers other than the Successful Tenderer / bidder and / or the second successful tenderer / bidder shall be returned to them by post / courier within a reasonable time.

**Transfer of property:**

34. On confirmation of sale by the Secured Creditor and upon payment of the full amount of Purchase Price, the Authorized Officer will execute the Sale Certificate in favour of the Purchaser. The registration charges, payment of stamp duty etc shall be borne by the purchaser.
35. It will be the responsibility of the Purchaser to take all steps immediately, which are necessary for registration of the sale certificate.
36. The cost towards registration fee, stamp duty etc and any other expenses will be borne by the Purchaser. The Seller will not bear any expenses whatsoever.
37. It will be the responsibility of the Purchaser to pay all taxes / electricity / water/ sewerage charges or any other charges demanded by any authority after the acceptance of the tender, even if it pertains to previous periods and in no circumstances seller will make any payment, whatsoever in this regard.

38. The Purchaser shall, at his cost, get the Electricity / Water / Sewerage connections etc. and any other common services, transferred in his name.

39. It will be responsibility of the Purchaser to deal with claims / disputes or litigation if any relating to the property, its use or otherwise after acceptance of the tender and shall meet such claims charges, penalty, damages etc. at his own cost. The Seller will not accept any claim or responsibility on this account and shall not be held accountable for this and shall not be asked to pay / reimburse any amount in this regard. To the best of knowledge of Secured creditor / Authorized Officer and as per the records available, Bank is not aware of any liability such as property tax, water, sewerage, electricity bills etc, pertaining to the property mentioned in the schedule below.

**I/ we have read and understood the terms and conditions of sale and verified the other particulars regarding the property being offered for sale through this tender. I / We have further understood that the sale is being made on 'As is where is and As is what is' basis and also without any representations and warranties from the Bank on encumbrances, statutory liabilities etc.**

**I / we have signed the tender document as required therein. I / we agree to abide by the terms and conditions for sale. I / we have enclosed all documents as required to be submitted along with this tender. I / we, am / are fully aware and agree that the Seller shall have the sole right either to accept or reject the tender without assigning any reason.**

Yours faithfully,

**Signature of the Tenderer**

STATION: .....

DATE : .....

## TENDER FORM

To

Authorized Officer  
Chief Manager,  
Indian Bank,  
.....

Sir.

**Sub: A/c ..... - Submission of Tender for purchase of Property / Item No.....**

**Ref: Your advertisement dt. .... in ..... ' and `.....'**

I / We submit my / our tender for purchase of Property / Item No..... offered by you on outright sale basis, which is on 'As is where is and As is what is' basis. I / We furnish the necessary details as below:

1.	Name of Tenderer	
2.	Constitution*	
3.	Address and telephone number for communication  e-mail address:	
4.	Name, Address and telephone number of contact person, if any. for communication  e-mail address:	
5.	Description of the Property/item for which tender is submitted	
6.	Tender amount  In figures – Rs.  In words – Rupees	
7.	EMD	Rs ...../- (Rupees.....)



Details of EMD payment	RTGS / NEFT/Account Transfer and / or any other acceptable mode of money transfer without time lag – preferably by RTGS / NEFT”.  Date : Issued by : On : Favouring :
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\* Mention Individual / HUF / Proprietary Concern / Partnership firm / Private Limited Company / Public Limited Company

I/ we have read and understood the terms and conditions of sale and verified the other particulars regarding the property being offered for sale through this tender. I / We have further understood that the sale is being made on 'As is where is and As is what is' basis and also without any representations and warranties from the Bank on encumbrances, statutory liabilities etc.

I / we have signed the tender document as required therein. I / we agree to abide by the terms and conditions for sale. I / we have enclosed all documents as required to be submitted along with this tender. I / we, am / are fully aware and agree that the Seller shall have the sole right either to accept or reject the tender without assigning any reason.

Yours faithfully,

**Signature of the Tenderer**

Witnesses:

1. Signature, Name & Address
  
2. Signature, Name & Address

NOTE: Please read the terms and conditions for sale of the property as mentioned in the tender document before filling up and submitting the tender. Furnish correct and complete information. Furnishing incorrect / false information relating to any fact and / or failure to enclose any required document, which may materially affect the selection of the tender, may cause the tender to be rejected. Whether any such fact /information is material or not, is subject to the facts and circumstances of the case and shall be decided by the Seller at his sole discretion which shall be final and binding.

**ANNEXURE A**

**SCHEDULE:**

The specific details of the assets which are intended to be brought to sale are enumerated hereunder:

**MORTGAGED ASSETS:**

**Rupees in Lakhs**

<b>Brief description of properties</b>	<b>Reserve Price</b>	<b>EMD</b>	<b>Prior encumbrance</b>

Place: .....

Date:.....