

TENDER DOCUMENTS FORMAT



INDIAN BANK
ZONAL OFFICE CUDDALORE

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

Indian Bank,
Zonal Office,
,3rd Floor, AVR Towers,
No.4, Bharathi Road,
Cuddalore-607001

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 Sale is published in two Newspapers simultaneously. Tenders/bids are called from intending purchasers. The details are furnished below:

Definitions:

01. 'Property' is the mortgaged and acquired by bank under SARAFESI act,2002 is offered for sale ,more fully described in Annexure A.
02. 'Seller' of the property is Indian Bank,
03. The term 'tender' wherever used shall also mean and include 'bid', 'offer' or similar terms which convey the same meaning.
04. 'Tender document' comprises the terms and conditions of the tender, the Tender form, the Schedule of the property, Model letters if any to be submitted and other terms and conditions etc., including the terms and conditions for e-auction enclosed along with the bid / tender form wherever applicable.
05. 'Designated place' is the place at which the tender documents can be had, the completed tenders will be received and the received tenders will be opened by the Seller, in any mode including e-auction at Indian Bank Zonal Office,3rd Floor,AVR Towers,No4 Bhararathi Road Cuddalore 607001
06. 'Tenderer' is the person who submits his tender for purchase of the property by quoting the price offered by him and therefore participants 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.
07. 'Representative' is the person authorized 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 authorized by the tenderer through a specific letter, attesting the signature of the Representative.
08. 'Tender opening date and time' shall mean the date on which and the time at which the various tenders received shall be opened by the Seller at the 'designated place'.
09. 'Tender Amount' is the amount mentioned in the Tender form submitted by the Tenderer and later on increased in the tender cum auction mode amongst the eligible tenderers. The eligible tenderers are those who have quoted their bid / tender / offer amount ABOVE Reserve Price.
10. '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 with the discretion of Authorized Officer. The intense bidding will be in multiple of Rs 10,000 only
11. '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 mode.

12. 'Second successful Tenderer ' is the Tenderer, other things remaining the same, whose quoted amount is next below the amount quoted by the Successful Tenderer as mentioned in the Para 11.
13. '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.
14. '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.
15. Wherever the pronoun 'he' and its related verbs are used, it also implies and includes 'she' as well as the plural form.

Property

'Property' is the mortgaged and acquired by bank under SARAFESI act,2002 is offered for sale ,more fully described in Annexure A.

Inspection:

1. The property can be inspected by the intending Tenderer on 20.02.2019,21.02.2019,05.03.2019,06.03.2019 at his expense between 10.00 am to 04.00 pm at the addresses mentioned in the Annexure A. Inspection of copy documents can be done by intending tenderers on 26.02.2019, 27.02.2019, 05.03.2019, 06.03.2019 between 04.00 pm to 05.00 pm.

Terms of Warranty:

- 1 'THE TENDERER SHALL HAVE TO VERIFY THE POSITION REGARDING THE PROPERTY TAX,WATER TAX, ELECTRICITY BILL PAYMENT,APARTMENT MAINTENANCE CHARGES AND OTHER CHARGES PAID/PAYABLE,ETC from the concerned authorities before submitting the Tender. No claims shall be entertained in this regard after the Tenders are opened.
- 2 The Seller does not give any warranty as to the description, condition or accuracy of details regarding the property given in the schedule. The Tenderer *is* to satisfy himself as to the title/approval 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.
- 3 Once he submits his tender, he will be deemed to have waived all objections to the title, extent or any other aspect, 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. 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.

- 4 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 Authorized Signatory relating to encumbrances/ statutory liabilities etc.

Submission of Tender:

- 5 The tender document can be obtained from the designated place of the Seller for a fee of Rs 100/- between 10.00 a.m. and 04.00 p.m. excluding holidays.

The issue of tender document will be up to 04.00 PM till 11.03.2019(date & time) Wherever e-auction mode is adopted, the Tender/bid Form with the terms and conditions can be had 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

- 6 The tenderer shall be legally eligible to buy a property in the Union of India.
- 7 Separate tender document is to be used for the property for each property/flat described in the sale notice.
- 8 If the tender is submitted by a person who is not an individual, the details relating to constitution must be specified.
- 9 When the tenderer is other than an individual, the capacity of the signatory shall be indicated along with rubber stamp of the organization, on whose behalf the tender is submitted.
- 10 If the tender is submitted through a Power of Attorney holder (POA holder) or an authorized representative, proof of such authorization 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 authorized representative.
- 11 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.
- 12 All corrections must be attested under the full signature of the tenderer with date of such corrections.
- 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 organization, 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 DD / BPO / 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:

S.No.	Nodal Bank A/c No.	IFSC Code
1	Account Name :EMD ACCOUNT CUDDALORE ZONE Account No. 6169974808 Indian Bank,Cuddalore Main	IDIB000C034

The Demand Draft / Pay Order shall not be dated earlier than the Notice of intended sale and shall be payable at Cuddalore Main branch only. Money Orders / Cash/ Postal Orders, personal cheque / bank guarantees. etc. shall not be accepted in lieu of Demand Draft / Bankers' Pay Order except the manner specified above.

- 17 The Tender Price shall be quoted in absolute terms and shall not be linked to any other reference. The tender must be 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. The details furnished in the Tender shall be duly witnessed atleast by two persons, who would affix their signature, name and address at the space provided for the same.
- 19 Tenders complete in all respects along with EMD and other enclosures shall be submitted in a sealed cover addressed to Authorized officer, , Indian Bank, ZO Cuddalore.

Whenever e-auction mode is adopted, tender form shall be submitted with complete particulars as indicated in clause No. 7.

- 20 The sealed cover shall be super scribed with the words "TENDER FOR PURCHASE SUBMITTED IN RESPONSE TO ADVERTISEMENT DATED dd/02/2019FOR PROPERTY/CODE NO. (details of each of the property/item to be given)".
- 21 **Submission of Tenders:** The sealed covers shall be submitted at the designated place before 04.00 p.m. on 11.03.2019. The sealed covers can either be hand delivered at the designated place or be sent by Post / courier. Tenders sent by post / courier will be considered only if the same is received at the designated place within the stipulated time and the date of posting /

dispatch shall not be a proof of delivery. Tenders received after the stipulated date and time will not be considered.

Whenever e-auction mode is adopted, tender form shall be submitted with complete particulars as indicated in clause No. 7.

22 Withdrawal of tenders: A tenderer may be permitted to withdraw the tender submitted by him at any time before the final time fixed for opening of the tenders. 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. The same applies to a Representative also.

Tender opening:

23 The received tenders will be opened at 01.00 p.m. on 12.03.2019 By Authorised Officer, Indian Bank , ZO Cuddalore at the Designated Place. Any tenderer if he so desires may be present during the tender opening either personally or through his authorised representative and / or any other manner stipulated in the e-auction mode and its related terms and conditions enclosed with the bid form.

24 The amount quoted in each tender will be read for information of all those present at the tender opening. The amount shall also be entered in the tender opening register, against the tenderer's name.

25 After all the tenders are opened, read out and entered in the tender opening register, tenderers / their representatives present at that time, shall affix their signatures thereon as a token of confirmation of the prices read out.

26 Subsequently, the intending bidders who have submitted their bid 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 sale shall be conferred on the person making highest offer / tender / bid subject to confirmation by Authorized Signatory. The undersigned reserves right to accept or reject the bid / tender without assigning any reason therefor.

The tenders would be processed immediately at the office of the Seller and the successful bidder will be finalized. It shall be subject to confirmation by the Authorized Signatory. Authorized Signatory will confirm the sale only after ensuring that initial payment of 25 % of sale price is paid/deposited immediately by way of by DD / BPO / 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:

27 The Seller is not bound to accept the highest bidder automatically, The Seller reserves the right to 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.

- 28 As soon as tender cum auction process is finalized, the successful tenderer/ bidder will be informed before 03.00 PM on the same date. A letter of acceptance of the tender / bid will be given to the successful tenderer / bidder to enable him to deposit 25% of the sale price immediately, as stated *supra*.

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 DD / BPO / RTGS / NEFT / Account Transfer and / or any other acceptable mode of money transfer, failing which the EMD amount remitted will stand to be forfeited.

- 29 Sale is subject to confirmation by the Authorized Signatory. Authorized Signatory will confirm the sale only after ensuring that initial payment of 25 % of sale price is paid/deposited immediately as stated *supra*.

- 30 The 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 Authorized Signatory or within the extended period as agreed between the parties in writing. Payment of balance amount of 75% will also have to be made in the form indicated above in clause No.28.

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

- 31 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.

- 32 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.

- 33 If the successful tenderer do not deposit 25% of the purchase price immediately on conveyance of acceptance letter, it is open to the Seller to confer the sale on the second successful tenderer / bidder.

- 34 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 paras 29 to 35 shall apply mutatis mutandis to the second successful tenderer / bidder also.

- 35 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 decide to sell the property by calling for fresh tenders or through private sale or otherwise.

- 36 If the e-auction fails owing to any technical snag etc., the same may be rescheduled by issuing 7 days prior notice.
- 37 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:

- 38 On confirmation of sale by the Authorized Signatory and upon payment of the full amount of Purchase Price, the Authorized Signatory will execute the Sale Certificate in favour of the Purchaser. The registration charges, payment of stamp duty etc shall be borne by the purchaser.
- 39 It will be the responsibility of the Purchaser to take all steps necessary for registration of the sale certificate.
- 40 The cost towards registration fee, expenses incurred towards stamp duty etc and any other expenses will be borne by the Purchaser. The Seller will not bear any expenses whatsoever.
- 41 It will be the responsibility of the Purchaser to pay all taxes / electricity / water/sewerage charges or any other charges demanded by any authority even if it pertains to previous periods.
- 42 The Purchaser shall, at his cost, get the Electricity / Water / Sewerage connections etc. and any other common services, transferred in his name.
- 43 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 for 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.
- 44 In token of having read, understood and accepted the terms and conditions, the tenderer, or his representative, as the case may be, shall affix his full signature at the end of each page of the tender document. Wherever applicable, the office stamp shall also be affixed along with the signature.
45. Staff members of Indian bank and their close relatives are not eligible to participate in the auction.

DATE:

TENDER FORM1

To

Authorised signatory
Indian Bank,
Zonal Office
Cuddalore

Sir.

Sub: Submission of Tender for purchase of Property / Code No.(mention the Code no)

Ref: Your advertisement dated

I / We submit my / our tender for purchase of Property/Code 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:

	Name of Tenderer	
	Constitution*	
	Address and telephone number for communication	
	Name, Address and telephone number of contact person, if any. for communication	
	Description of the Property/item for which tender is submitted	
	Tender amount In figures – ₹. In words – Rupees	
	EMD ₹.....(figures) (Words) Details of EMD payment DD/ BPO /	

	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

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

Details of the assets	Code no.	Detail description	Reserve price (Rs in Lakhs)	EMD (Rs in Lakhs)	Date time and place of sale	Prior Encumbrance
In Cuddalore District, In 1 st Joint Sub Registration District, In Cuddalore taluk, Cuddalore Town, Within Cuddalore Town Municipal Limits ,In Manjakuppam, in Ward No 7,Block No 5 Angalamman Koil Street-(1)TS No 1680(1307 Sq.ft) and (2) T.S No 1681/4(1 acre 2956 square feet) with 47863 square feet site, flats built in the building called "Anugraha" Residential Complex Boundaries for Item No 1 and No 2 North of Angalamman Koil Street and Bajanai Mutt South of Perappan Kuttai East of Govindarajan Rice Mill and Pattai West of Jagadeesan Chettiar Rice Mill	A	In Unit No 1 Flat No A2 measuring 920 Sq.ft second floor with undivided share of 330 square feet out of 47863 square feet	11.35	1.14	12.03.2019 11 A.M TO 1.00P.M. With unlimited extension of 5 minutes till sale is concluded in E-auction mode. https://indianbank.auctiontiger.net	No representations and warranties are given by the bank relating to encumbrances, statutory liabilities etc and claims in future in this regard will not be entertained by bank.
	B	In Unit No 1 Flat No B2 measuring 920 Sq.ft second floor with undivided share of 330 square feet out of 47863 square feet	11.30	1.13		
	C	In Unit No 2 Flat No C2 measuring 920 Sq.ft second floor with undivided share of 330 square feet out of 47863 square feet	11.71	1.18		
	D	In Unit No 3 Flat No A2 measuring 920 Sq.ft second floor with undivided share of 330 square feet out of 47863 square feet	11.19	1.20		
	E	In Unit No 3 Flat No B2 measuring 920 Sq.ft second floor with undivided share of 330 square feet out of 47863 square feet	11.30	1.13		
	F	In Unit No 6 Flat No A2 measuring 920 Sq.ft second floor the undivided 330 square feet out of 47863 square feet	11.29	1.30		
	G	In Unit No 5 Flat No C2 measuring 920 Sq.ft second floor with undivided share of 330 square feet out of 47863 square feet	11.71	1.18		
**Last date and time for submission of tender form and payment of EMD for e-auction.		11.03.2019 till 4.00 P.M.				

The Nodal Bank account No./IFSC Code etc. for online money transfer is as under:

S.No.	Nodal Bank A/c No.	Account Name
1	6169974808, Indian Bank, Cuddalore Main Branch IFSC CODE: IDIB000C034	E-AUCTION EMD ACCOUNT, CUDDALORE ZONE

Bidders are advised to visit the website <https://indianbank.auctiontiger.net> of our e-auction service provider **M/s. E-Procurement Technologies Limited (Auctiontiger.net, Ahmedabad)** for auction bid form and detailed terms and conditions which are annexed to the bid form. The helpline No. to get assistance during the entire process, Contact Person Mr.Praveen. Contact Number: +91- 972 277 8828, Land Line: 079-61200517 079-61200501, e-Mail ID: tamilnadu@auctiontiger.net and support@auctiontiger.net .Chief Manager, Indian Bank:+91-7904165554,+91-9884749463

Place: Cuddalore
Date: 08/02/2019

The Authorized Officer
(Indian Bank)