



इंडियन बैंक
Indian Bank

Estate Department, Corporate office

TENDER DOCUMENTS FORMAT

TENDER/BID DOCUMENT FOR SALE

(for e-auction)

Definitions:

01. "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.
02. '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 Bank through the platform is e-auction platform wherein the bidders can participate from anywhere.
03. '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 the Bank.
04. 'Property' is the items offered for sale more fully described in Annexure A .
05. 'Purchaser' is the 'Tenderer' whose bid / offer amount has been accepted by the Seller and who has not rescinded performance within the time limit allowed in the acceptance letter.
06. '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.
07. "Bank" is Indian Bank, a body corporate constituted under Banking Companies (Acquisition and Transfer of Undertakings) Act.1970.
08. 'Seller' of the property is, Indian Bank, Corporate Office: Estate Dept, Chennai.
09. '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.
10. 'Second successful Tenderer ' is the Tenderer, other things remaining the same, whose quoted amount is next below the amount quoted by the Successful Tenderer.
11. The term 'tender' wherever used shall also mean and include 'bid', 'offer' or similar terms which convey the same meaning.
12. '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.

13. '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.

14. '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'

15. '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.

16. "Tender Form" comprises the particulars of the tenderer, amount quoted in the tender/ bid, EMD details and undertaking of the tenderer.

17. 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 property/properties more fully described in Annexure A.

Inspection:

2. The property can be inspected by the intending Tenderer on 04.12.2019 at their expense between 10.00 am to 5.00 pm at the addresses mentioned in the Annexure A. Inspection of documents / EC etc. can be also done by intending tenderers on 05.12.2019 between 10.00 AM to 5.00 PM.(time) at Indian Bank Corporate Office : Estate dept.

Terms of Warranty:

3. '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. No claims shall be entertained in this regard after the Tenders are opened

4. 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.

5. Once Tenderer 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 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.

6. 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 Bank relating to encumbrances/ statutory liabilities etc.

Submission of Tender:

7. The tender document can be downloaded and uploaded using the website www.matexauctions.com any time after 28.11.2019 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 up to 12.12.2019 time 04.00 PM. 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 can be had on-line from the website www.matexauctions.com and using the provision in the system / software, the same could be procured using the 'sealbid option' such that the activities could be done online. The tender form and the terms and conditions would be available in the website from 28.11.2019 to 12.12.2019, from 10.00 am to 4.00 pm. (time)

8. The tenderer shall be legally eligible to buy a property in the Union of India.

9. Separate tender document is to be used for the property for each property/item/lot described in the sale notice.

10. If the tender is submitted by a person who is not an individual, the details relating to constitution must be specified

11. 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

12. 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.

13. 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.

14. Complete address of the tenderer must be given in block letters. Telephone numbers, telegraphic address. e-mail address. *etc.*, may also be furnished.

15. 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.

16. 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.

17. Earnest Money Deposit (EMD) as specified in the Annexure A shall be remitted along with the tender document.

The interested bidders shall submit their bid along with KYC document (Pan Card and address proof) by accessing the aforesaid website through the login ID and Password acquired from the said portal. EMD should be remitted through the NEFT/RTGS to the following account:

Current Account No.	: 432438421
Name of the Account	: HO Expenditure dept
Branch	: Harbour
Address of the branch	: 66, Rajaji Salai, Chennai-600001
IFSC Code No.	: IDIB000H003

on or before the last date stipulated for submission of bids.

The Demand Draft / Pay Order shall not be dated earlier than the Notice of intended sale and shall be payable in Chennai only. Money Orders / Cash/ Postal Orders, personal cheque / bank guarantees. *etc.* shall not be accepted towards EMD.

18. 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 discretion of the Bank either be disqualified or be construed as unconditional.

19. 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.

20. **Submission of Tenders:** The duly filled in tender form accompanied by necessary supporting documents covers shall be uploaded on any day between 28.11.2019 to 12.12.2019 from 10.00 A.M to 04.00 P.M. Tenders received / uploaded after the stipulated date and time will not be considered.

21. **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.

Tender opening:

22. The received tenders will be opened on 13.12.2019 in the e-auction mode from 11.30 AM to 12.30 PM by the Bank. Any tenderer if he so desires may be present during the tender opening 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.

23. The 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 necessary validation in this regard to participate in the e-auction (interse bidding) will be given by the Authorised Officer and then the bidding starts.

The sale shall be conferred on the person making highest offer / tender / bid subject to confirmation by Bank. 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 finalised. It shall be subject to confirmation by the Bank. Bank 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:

24. 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.

25. As soon as tender cum auction process is finalised, the successful tenderer/bidder will be informed immediately 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.

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

27. 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 Bank 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 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.

28. 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.

29. 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.

30. 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 at the Price quoted by the H1 bidder

31. 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.

32. 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.

33. If the e-auction fails owing to any technical snag etc., the same may be rescheduled by issuing 7 days prior notice at the sole discretion of the Bank.

34. 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:

35. On confirmation of sale by the Bank and upon payment of the full amount of Purchase Price, the Bank will execute the Sale Certificate in favour of the Purchaser. The registration charges, payment of stamp duty etc shall be borne by the purchaser.

36. It will be the responsibility of the Purchaser to take all steps necessary for registration of the sale certificate.

37. 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.

38. 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.

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

40. 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.

NB:

- 1. Complete possession of the property is not with the Bank. M/s Nippon Enterprises are occupying the entire G.F. of 2600 Sft and 2 shops in the Basement of 300 Sft.**

- 2. The following cases are pending before various courts with respect to the subject property:**
- CS No.728/2010 – Case filed by Mortgagor. Lal Sham Narain Claiming minors interest in the property before High Court of Madras.
 - OS No.3751/2010 – Case filed by Sham Narain before City civil Court, Madras seeking injunction against the Bank in dealing with the said property.
 - IA in OA no 193/2009 filed by M/s ELKE Enterprises claiming an amount of Rs.2.46 Crore being the loss of rent during the period the property was under possession of the Bank till the date Supreme Court ordered to restore possession.
- 3. Water connection has been disconnected by CMWSSB and they have served demand notice for Rs.15.24 lakh towards outstanding tax charges from 2003.**

STATION: Chennai-14

DATE : 27.11.2019



Estate Department, Corporate office

TENDER FORM

(to be submitted to Indian Bank Corporate Office Estate Department ,Chennai -14)

To

.....
.....,
.....,
.....

Sir.

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

Ref: Your advertisement dated in(newspaper name)

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' and "Whatever there is" basis. I / we furnish the necessary details as below:

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



Estate Department, Corporate office

* 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", "As is what is" and "Whatever there 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

No	Property details (“As is where is”, “As is what is”, and “Whatever there is” basis)	Reserve Price (Rs. In Lakhs)	EMD (Rs. In Lakhs)
1	<p>All that part and parcel of the property consisting of Basement (2600 sft). As per actual measurement 2500 sq.ft</p> <p>and</p> <p>Ground Floor (2600sft). As per actual measurement 2750 sq.ft</p> <p>located at New No 71 & & 72, Laxmi Narain Towers, old Survey No: 215, R S No: 23,Wallajah Road, Chennai-600002, along with proportionate Undivided Share of Land (UDS).</p> <p><u>Boundaries:</u></p> <p>North : Wallajah Road South :Property belonging to Ravi Printers East : Door No-70, Wallajah Road West :Door No-Nallathambi Chetty Street</p>	Rs.390.00 Lakh (Rupees Three Hundred Ninety Lakh only)	Rs.39.00 Lakh (Rupees Thirty Nine lakh only)

**Last date and time for submission of bid in e-auction mode	12.12.2019 upto 4.00 pm
---	--------------------------------

**Bidders are advised to visit the website ([http:// \(www.matexauctions.com\)](http://www.matexauctions.com)) of our e-auction service provider M/s. Matexnet P Ltd. Chennai 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 is MOB No : 8939805544 .

Place: Chennai-14
Date : 27.11.2019

Indian bank
Corporate Office: Estate Dept.