

TENDER DOCUMENTS FORMAT



**Authorised Officer of
Indian Bank, Pondicherry Main Branch
284 M G Road,
Pondicherry 605 001**

A/C M/s Friends Polymers

With

**Indian Bank
Pondicherry Main branch**

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

**Authorised Officer
Indian Bank, Pondicherry Main**

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 Authorised Officer for the A/c **M/s Friends Polymers** of **Pondicherry Main Branch** of Indian Bank issued a Demand Notice dated **01.08.2015** under sec 13(2) of the SARFAESI Act calling upon the borrower/guarantor/mortgagor in the above account to pay the amount due to the tune of **Rs.56,07,909/- (Rupees Fifty six lakhs seven thousand nine hundred nine only) as on 31.07.2015** with further interest and other charges thereon.

As M/s **Friends Polymers** failed to make payment despite Demand Notice, the Authorised Officer took possession of the property (more fully described in Annexure A) under SARFAESI Act on 12.10.2015 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 "The Hindu" **(English)** Newspaper on 05.12.2016 **and "The Hindu" (Tamil) newspaper on 05.12.2016**. Accordingly, tenders/bids are called from intending purchasers. The details are furnished below:

Definitions:

01. 'Property' is the mortgaged and hypothecated items offered for sale more fully described in Annexure A
02. 'Seller' of the property is **Authorised Officer, Assistant General Manager, Indian Bank, Pondicherry Main Branch**
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 viz., **Pondicherry Main Branch** (<https://eauction.npasource.com/indianbank>)
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 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.
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 in the discretion of Authorised Officer.
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

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

Inspection:

2. The property can be inspected by the intending Tenderer on **30.12.2016** at his expense between **10.00 a.m to 5.00.p.m** at the addresses mentioned in the Annexure A. Inspection of documents / EC etc. can be also done by intending tenderers on **30.12.2016 between 10.00 a.m. to 5.00 p.m.**

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. 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 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.
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 Secured Creditor relating to encumbrances/ statutory liabilities etc.

Submission of Tender:

7. The tender form and term & Condition would be available in the website from **05.12.2016 to 04.01.2017.**

The issue of tender document will be up to **04.01.2017 by 5.00 pm.** Wherever e-auction mode is adopted, 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 '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 **05.12.2016 to 04.01.2017**

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. All corrections must be attested under the full signature of the tenderer with date of such corrections.
15. Complete address of the tenderer must be given in block letters. Telephone numbers, telegraphic address. e-mail address. etc., may also be furnished.
16. 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.
17. 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.
18. 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:

<u>S.No.</u>	<u>Nodal Bank A/c No.</u>	<u>IFSC Code</u>
1	Indian Bank, Pondicherry Main Branch A/c no: 6129967446	IDIB000P042 Indian Bank, Pondicherry Main Branch

The Demand Draft / Pay Order shall not be dated earlier than the Notice of intended sale and shall be payable in Pondicherry 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

19. The Tender Price shall be quoted in absolute terms and shall not be linked to any other reference. The tender must be unconditional.
20. 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.

21. Tenders complete in all respects along with EMD and other enclosures shall be submitted in a sealed cover addressed to Authorised Officer, **Assistant General Manager, Indian Bank, Pondicherry Main Branch, A/c- Friends Polymers**

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

22. The sealed cover shall be super scribed with the words "TENDER FOR PURCHASE SUBMITTED IN RESPONSE TO ADVERTISEMENT DATED 05.12.2016 FOR PROPERTY/ITEM No.1 to 3

23. **Submission of Tenders:** The sealed covers shall be submitted at the designated place before **5.00 pm on 04.01.2017**. 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.

24. **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:

25. The received tenders will be opened at **10.30 a.m.** on 05.01.2017 by **Authorised Officer, Assistant General Manager, Indian Bank, Pondicherry Main Branch** 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.

26. 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.

27. 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.

28. 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 Secured Creditor. 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 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 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:

29. 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.

30. As soon as tender cum auction process is finalised, the successful tenderer/bidder will be informed **before 6.00 p.m. 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.

31. 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*.

32. 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 Secured Creditor 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.30.

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

33. 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.
34. 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.
35. 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.
36. 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 **31 to 34** shall apply mutatis mutandis to the second successful tenderer / bidder also.
37. 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.
38. If the e-auction fails owing to any technical snag etc., the same may be re-scheduled by issuing 7 days prior notice.
39. 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:

40. On confirmation of sale by the Secured Creditor and upon payment of the full amount of Purchase Price, the Authorised 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.
41. It will be the responsibility of the Purchaser to take all steps necessary for registration of the sale certificate .
42. 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.
43. 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.

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

45. 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.

46. 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.

ANNEXURE A

Mortgaged and Hypothecated assets item-wise	Description Extent with full details to be given	Reserve price	EMD
<p><u>Item No.1</u> All that Piece and Parcel of the properties at R.S.No 48/3,Cad No.96/2 pt, Patta No.665, Plot No.2, Villianur Commune Panchayat, Village No.32, Villianur Village, Villianur Sub-RD, Pondicherry RD. Extent is 1998 sq.ft. Boundaries: East and North to Canal bearing R.S No.48/2, West to Plot No.1 and South to Plot No.3 owned by Lakshmi Ammal.</p>	<p>Total extent of land is 5466 sq.ft in the name of Mrs. K Mumthaj.</p>	<p>Rs.58,50,000- (Rs. Fifty eight lakhs fifty thousands only)</p>	<p>Rs. 6,00,000- (Rs. Six lakhs only)</p>
<p><u>Item No.2</u> All that Piece and Parcel of the properties at R.S.No 48/3,Cad No.96/2 pt, Patta No.665, Plot No.2, Villianur Commune Panchayat, Village No.32, Villianur Village, Villianur Sub-RD, Pondicherry RD.</p>			

<p>Extent is 1998 sq.ft. Boundaries: East to a land bearing R.S No.48/2, West to New Street, North and South to Arokiyaraj manai at Plot No.3</p> <p><u>Item No.3</u> All that Piece and Parcel of the properties at R.S.No 48/3,Cad No.96/2 pt, Patta No.665, Plot No.2, Villianur Commune Panchayat, Village No.32, Villianur Village, Villianur Sub-RD, Pondicherry RD. Extent is 1470 sq.ft. Boundaries: East and North to Canal bearing R.S No.48/2, West to Plot No.1 and South to Plot No.3 owned by Lakshmi Ammal at Plot No.4.</p>			
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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.

Place: Pondicherry
Date: 05.12.2016

Authorised Officer of Indian Bank

TENDER FORM

To

Authorised Officer &
Assistant General Manager
Indian Bank,
288 M G Road,
Pondicherry Main Branch.
Pondicherry 605 001

Sir.

Sub: A/c .M/s Friends Polymers - Submission of Tender for purchase of Property

**Ref: Your advertisement dated 05.12.2016 in The Hindu” (English) Newspaper
and “The Hindu” (Tamil) newspaper.**

I / We submit my / our tender for purchase of Property /Item No mentioned in the **Schedule –A** 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	
4	Name, Address and telephone number of contact person, if any. for communication	
5	Description of the Property/item for which tender is submitted	<u>Item No.1</u> All that Piece and Parcel of the properties at R.S.No 48/3,Cad No.96/2 pt, Patta No.665, Plot No.2, Villianur Commune

		<p>Panchayat, Village No.32, Villianur Village, Villianur Sub-RD, Pondicherry RD. Extent is 1998 sq.ft. Boundaries: East and North to Canal bearing R.S No.48/2, West to Plot No.1 and South to Plot No.3 owned by Lakshmi Ammal.</p> <p><u>Item No.2</u> All that Piece and Parcel of the properties at R.S.No 48/3,Cad No.96/2 pt, Patta No.665, Plot No.2, Villianur Commune Panchayat, Village No.32, Villianur Village, Villianur Sub-RD, Pondicherry RD. Extent is 1998 sq.ft. Boundaries: East to a land bearing R.S No.48/2, West to New Street, North and South to Arokiyaraj manai at Plot No.3</p> <p><u>Item No.3</u> All that Piece and Parcel of the properties at R.S.No 48/3,Cad No.96/2 pt, Patta No.665, Plot No.2, Villianur Commune Panchayat, Village No.32, Villianur Village, Villianur Sub-RD, Pondicherry RD. Extent is 1470 sq.ft. Boundaries: East and North to Canal bearing R.S No.48/2, West to Plot No.1 and South to Plot No.3 owned by Lakshmi Ammal at Plot No.4.</p> <p>Total extent of land is 5466 sq.ft in the name of Mrs. K Mumthaj.</p>
6	Tender amount In figures – In words – Rupees	
7.	EMD Details of EMD payment	<p>.....(figures) (Words)</p> <p>DD/ BPO / RTGS / NEFT/Account Transfer and / or any other acceptable mode of money transfer without time lag – preferably by RTGS / NEFT”.</p> <p>Date : Issued by : On : favouring :</p>

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