

**IFCI Infrastructure Development Ltd. (IIDL)**

IFCI Tower, 61, Nehru Place, New Delhi-110019

Phone(s): 011-41732243/41732216,

E-mail: [sales@iidlindia.com](mailto:sales@iidlindia.com)

**Website: [www.iidlindia.com](http://www.iidlindia.com)**

**E-AUCTION TENDER DOCUMENT FOR SALE OF IMMOVABLE PROPERTY SITUATED  
AT 44/5A MATHESWARTOLA ROAD, OPPOSITE- MIRANIA LAKE, KOLKATA-700046  
ON "AS-IS WHERE-IS WHATEVER-IS-BASIS"**

**LAST DATE OF SUBMISSION OF TENDER IS 08.11.2019 TILL 5.30 PM**

Portal for E-Auction: [www.e-auctions.in](http://www.e-auctions.in)

Offers are invited by IFCI Infrastructure Development Ltd. (IIDL) for sale of immovable property on "AS IS WHERE IS AND WHATEVER IS BASIS". The sale will be done through E-Auction platform. Details of the property and auction are as under:

<b>Name of the owner of the property</b>	<b>Details of the property</b>	<b>Reserve Price (In Cr.)</b>	<b>EMD (In. Cr)</b>	<b>Date of Inspection of property</b>	<b>Minimum Increment Amount (Lakhs)</b>	<b>Date &amp; Time of e-Auction</b>
IFCI Infrastructure Development Limited	Land admeasuring about 30 (approx) Cottahs along with structures comprised in Khatian No.394, 395, Dag Nos.682, 683, 684, 685, 728, 731, 732 situated at 44/5A, Matheswartola Road, under PS; Pragati Maidan, (Opp-Science City) Kolkata – 700 046,	<b>18.00</b>	<b>1.80</b>	<b>13.09.2019</b>	<b>1.00</b>	15.11.2019 11:00 AM onwards

**Date of inspection: 13-09-2019**

(From 11:00 am to 03:00 pm or anytime with prior appointment)

## **ANNEXURE-I**

### **Terms & Conditions**

1. Auction shall be conducted through e-Auction process facilitated by **M/s Nextenders (India) Pvt. Ltd** through website [www.e-auctions.in](http://www.e-auctions.in) on the date and time as mentioned above with extension of 05 minutes for bid increment if any bid comes in last 5 minutes.
2. It shall be the responsibility of the bidders to inspect the property and satisfy themselves regarding title, area and specification of the property, before submitting the tender.
3. Any necessary notice/ addendum/ extension notice/ corrigendum to the tender would be uploaded on the website [www.iidlindia.com](http://www.iidlindia.com) & [www.e-auctions.in](http://www.e-auctions.in). All prospective bidders are requested to visit the website regularly before submission of their bids to update themselves about the sale process and filing of bid. The responsibility of downloading the subsequent, notice/ corrigendum/ addendum/ clarifications if any, will be the sole responsibility of the prospective bidders.
4. The sale is on "**AS IS WHERE IS BASIS**" and no conditional bid will be acceptable. Submission of bid in the e-tender/e-auction by any bidder confirms his automatic acceptance of all the terms & conditions for the tender including those contained in the extension or any other notice/ corrigendum/ addendum/ clarifications, if any.
5. The successful bidder shall bear the charges/ fee payable as per law for conveyance of property such as applicable stamp duties/ additional stamp duty / transfer charges, registration expenses, fees, etc. for transfer of the property in his / her name. Further the payment of all statutory / non statutory dues, taxes, rates, assessments, charges, fees, etc. owing to anybody shall be the sole responsibility of successful bidder only.
6. The intending bidders need to submit the following documents:
  - i. Earnest Money deposit (EMD)
  - ii. Passport size photograph
  - iii. Copy of Aadhar Card/Driving License/Passport/Pan Card
  - iv. Copy of Memorandum & Article of Association (In case of Company)
  - v. Audited Balance Sheet of the company for 3 years (In case of Company)

The bid alongwith above required documents placed in a single envelop super scripted on the top of envelop "E- Auction of Property situated at Matheswartola Road, Opp- Merania Lake, Near Science, City, Kolkata should reach our office at the address IFCI Infrastructure Development Limited, 6th Floor, IFCI Tower, 61, Nehru Place, New Delhi by 08.11.2019. EMD for 10% of the reserve price shall be made by way of Demand Draft drawn in favour of "IFCI Infrastructure Development Ltd."

7. The intending bidder shall furnish the details in the prescribed format which can be downloaded from Website [www.iidlindia.com](http://www.iidlindia.com) or [www.e-auctions.in](http://www.e-auctions.in). On receipt of EMD, the e-auction provider will allot a login user-id/password to the intending bidders on their valid email id (mandatory for e-auction). Prospective bidders may avail online training/ demonstration on e-auction from M/s Nextenders (India) Pvt. Ltd. The helpdesk number of the service provider is 020-30187500, 09167246751 and email- [support.eauctions@nextenders.com](mailto:support.eauctions@nextenders.com).

8. The highest bidder shall be declared as successful bidder and he/ she shall be intimated at the e-mail ID given by the bidders immediately after close of auction, which shall be subject to final confirmation by IIDL after close of auction. The successful bidder shall produce the originals of the identity documents as well as PAN Card before IIDL for verification failing which the entire amount remitted towards the auction is liable to be forfeited. Further, if the e-auction process is adjourned for any reason, the bidder shall have an option to withdraw from the bidding process and the EMD shall be refunded without any interest.

9. The EMD of the successful bidder (H1) will be retained and adjusted against sale proceeds and EMD of Second Highest Bidder (H2) shall be refunded within 15 days from the date conclusion of e-auction process. The EMD shall bear no interest. The bidders will not be entitled to claim any interest, if the refund of EMD is delayed for any reason whatsoever. In case H1 fails to comply with the terms of tender, option may be given to H2 for purchase of property @ the price quoted by H1 and EMD of second highest bidder would be released after the offer is declined by H2 within seven days. On H2 accepting the offer of matching bid of H1, H2 would be declared successful bidder" The H1 shall have no objection to the same.

10. The successful bidder shall pay 25% of the bid amount (inclusive of the EMD amount) within two day from date of letter of acceptance (LOA) issued by IIDL or within the extended time if allowed by IIDL by way of demand draft favouring IFCI Infrastructure Development Ltd. payable at New Delhi or through RTGS (RTGS details can be obtained from IIDL's office).

11. The successful bidder should pay the balance amount within 60 days from the date of Letter of Acceptance (LOA) or within such extended period extended by IIDL in writing. In case of default by the successful bidder, the amount already deposited will be forfeited and such bidder shall have no claim/right in respect of property/amount. However, IIDL reserves the right to accept delayed payment with interest @ 12% p.a beyond the permissible period up-to maximum period of 60 days. The offered amount/bid amount for purchase of property shall be exclusive of all taxes/duties/arrears etc. as applicable and the same shall be borne by the Purchaser without any recourse to IIDL. Default in payment of the bid amount or the balance purchase price within the stipulated time/extended time may result in cancellation of sale and forfeiture of the EMD and amount paid by the bidders.

12. The possession of the property purchased and the title thereof shall be transferred to the successful bidder/Purchaser or its nominee (subject to prior written approval of IIDL) only on receipt of full purchase consideration along with 12% interest p.a. in case of delayed payments if any.

13. IIDL shall not pay any interest, cost, damages, compensation etc. on any amount deposited by the bidders, if any, in the event if any court/ tribunal/ forum grant stay on the auction proceedings.

14. IIDL has the absolute right to accept or reject any or all offer(s) or adjourn/postpone or cancel the e-Auction without assigning any reason. In such case the EMD will be refunded to the bidders without any interest.

15. Only bidders having valid user ID / password and confirmed EMD payment through Demand Draft shall be eligible for participating in the e- auction.

11. For carrying out inspection of the property and to seek any information/clarifications the bidders may contact the following officials of IIDL: Any query may be sent in this regard to sales@iidlindia.com.

**NOTE:** The bidders are requested to independently verify the details on their own.

### **Other Terms and conditions**

1.	Basis	As is where is and as is what is basis.
2.	Eligibility	The Bidder should: a) Be a person, registered trust, registered firm, registered corporative society, private limited company, public limited company, partnership firm registered in India. b) Be legally competent to enter into contracts as per prevailing norms.
3.	Earnest Money Deposit (EMD)	10% of the Reserve Price No interest shall be payable by IIDL on the EMD amount.
4.	Adjustment of EMD	For successful bidder, EMD amount will be adjusted against payment of purchase amount amount.
5.	Payment Schedule	1. EMD being 10% of the Reserve Price to be submitted along with Tender. 2. 25% of the bid amount (inclusive of EMD) to be paid within 2 working days from the date of acceptance (LOA)/intimation at registered e-mail ID issued by IIDL. 3. Balance amount to be paid within 60 days from the date of LOA. 4. The purchaser has an option to give the full sale consideration in advance. 5. The offered amount/bid amount of the purchase of properties shall be exclusive of all taxes/duties/arrears etc. as applicable and the same shall be borne by the Purchaser without any recourse to IIDL.
6.	Rejection of bids	Bids not received through the prescribed e-Auction platform or not accompanied with any of the documents mentioned in this tender document shall be rejected.
7.	Mode of payment of EMD	By way of crossed DD/Pay Order/ in favour of IIDL. Bank Name : IDBI Bank Account Name : IFCI Infrastructure Development Limited Account No. : 901103000000116 Branch Address : Videocon Tower, Jhandewalan Extension, Delhi IFSC Code : IBKL0000127
8.	Acceptance of the offer	The offer will be accepted based on highest offer price subject to compliance of terms & conditions mentioned in this tender document by IIDL.
9.	Liability of the purchaser	The prospective purchaser shall carry out due diligence in respect of likely liabilities pertaining to the property (ies) before submitting the bid. It may be noted that the purchaser will be responsible for meeting these liabilities, if arise and IIDL will not be liable to meet any such liabilities whatsoever. IIDL does not undertake any responsibility to procure any permission/ license etc. in respect of the property/assets.
10.	Stamp Duty & Registration Charges	All taxes/stamp duties and registration charges etc. as applicable and related to the offered property shall be borne by the purchaser.
11.	Transfer of property	After receipt of full and final payment of the total sale consideration of the assets, IIDL will take necessary steps to execute the sale deed in the favour of bidder/purchaser or its nominee on the request of buyer.

12.	Disputes on tender	In case of disputes in e-auction sale process, the decision of IIDL shall be final and binding on all concerned.
13.	Date of inspection	13.09.2019 from 11.00 A.M to 03.00 P.M or any time with prior appointment.
14.	Force Majeure	IIDL shall not be liable for any failure or delay in performance due to any cause beyond their control including fire, flood, strikes, slowdown, lockout, closure, dislocation of normal working condition, war, riots, epidemics, Government action, failure of e-auction platform etc. or any condition beyond the control of IIDL.
15.	Miscellaneous	E-auction Bid submission with conditions will be treated as invalid. Correspondence about any change/modification in the offer after submission of bid will not be entertained.
16.	General terms and conditions of tender	<p>a) The bids would be in the nature of 'subject to approval of IIDL's i.e. the highest bid would be finalized and kept on record until a final decision is taken on all the bids received.</p> <p>b) IIDL would reserve its right to reject any or all bids without assigning any reason thereof.</p> <p>c) The EMD of the second highest bidder shall be returned without interest after final payment by the highest bidder within the stipulated time.</p>

- If it is found that the applicant has given false information or concealed certain facts, the offer may be cancelled without making any reference to the applicant and all deposits made until then shall be forfeited.
- IIDL without prejudice to its right to forfeit EMD and/or all the deposits and any other remedy, reserves the right to terminate the tender / offer in whole or in part and also to blacklist Applicant / Tenderer / Bidder for a suitable period in case he fails to honour his bid and conditions of tender document without sufficient grounds or found guilty for breach of condition(s) of the tender / offer, negligence, carelessness, inefficiency, fraud, mischief and misappropriation or any other type of misconduct by such Applicant / Tenderer / Bidder or by its staff, agent or representative.
- In case of any dispute or difference arising in relation to meaning or interpretation of this tender, the same shall be mutually resolved and failing which the matter shall be referred for arbitration. The provisions of the Arbitration and Conciliation Act, 1996 will be applicable to the arbitration proceedings. The venue of the arbitration shall be at New Delhi. The cost of the Arbitration proceedings shall be shared equally by both the parties. The decision / award of the arbitrator shall be final and binding.
- All disputes arising out of this work order are subject to the jurisdiction of Courts in New Delhi.

Disclaimer:

1. The Tender Document is neither an agreement and nor neither an offer by IIDL to the tenderer or any other person. The purpose of the Tender Document is to provide interested parties with information that may be useful to them in the formulation of their Proposals pursuant to this Tender Document.
2. The IIDL, its employees and advisers make no representation or warranty and shall have no liability to any person including any Tenderer under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in the Tender Document or otherwise.
3. The IIDL may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumption contained in the Tender Document and the same will be uploaded in the website of IIDL and e-auction platform. The issue of this Tender Document does not imply that the IIDL is bound to select a Tenderer, and the IIDL reserves the right to reject all or any of the bids without assigning any reasons whatsoever.

**Notes:**

1. The bidders will have to submit valid identity and address proof (Aadhar Card/Voter Card/Passport) as may be required. Formal authorization should be furnished if bidder is represented by representative.
  2. That every page of the E-Auction Sale Notice document is duly signed by the bidder before submitting the e-Auction.
  3. All alterations, erasers and overwriting, if any, in the E-Auction Sale Notice document shall be duly authenticated by the bidders signature.
  4. IIDL may, for any reasons, reject any bids including the highest bid and IIDL would not be obliged to give reasons for rejection of the bids to the bidder.
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## **EMD SUBMISSION FORM**

To,  
The Managing Director,  
IFCI Infrastructure Development Ltd.  
IFCI Tower, 61, Nehru Place,  
New Delhi-110019.

Dear Sir,

**Ref. Advertisement issued on 09/09/2019 in  
IN RESPECT OF SALE OF PROPERTY ON  
"AS IS WHERE IS WHATEVER IS BASIS"**

- 1. The Telegraph (English)**
- 2. Bartman (Bengali)**

### **SUBMISSION OF EMD**

1. I/We, the bidder/s, do hereby state that, I/we have read the E-Auction Sale Notice Document and the terms and conditions of e-auction and the above advertisement and understood them fully. I/We, hereby unconditionally agree to confirm with and to be bound by the said conditions.

<b>a</b>	<b>Name of the Tenderer</b> (in case of company/firm, also give names of key Directors / partners) <b>(Furnish documents in support)</b>	
<b>b.</b>	<b>Registered office/place of business/Address for Correspondence</b>	
<b>c</b>	<b>Name of the Property with location</b> for which e-auction will be participated	
<b>d</b>	<b>Contact Details</b>	Phone No/ Mob. No : E-mail ID : PAN No
<b>e.</b>	<b>Particulars of EMD</b>	DD No. _____ Date _____ BANK DETAILS _____

2. I/We further declare that I/We intend to purchase the above referred property from IIDL for our own use / business and that the information revealed by me/us in this document is true and correct to the best of my/our knowledge and belief.

3. I/We agree if any of the statement / information revealed by me/us is found incorrect, my/our bids in the e-auction is liable to be cancelled and in such case the Earnest Money Deposit/any amount paid by me/us is liable to be forfeited by IIDL and IIDL is at liberty to annul the offer made to me/us at any point of time.

4. I/We also agree that after my/our offer given in my/our bids for the e-auction for purchase of a property is accepted by IIDL, I/we will make payment of entire sale consideration within given time frame. In case, I/We fail to comply the terms and conditions of sale or am/are not able to make payment and complete the transaction within the time limit specified in the offer letter for any reason whatsoever and / or fail to fulfill any/all the terms and conditions of the E-Auction Sale Notice and offer letter, the Earnest Money Deposit paid by me/us and any other payments made are liable to be forfeited by IIDL and that IIDL has also a right to proceed against me under provision of specific performance contract act.

I declare that I have read and understood all the terms and conditions of tender document and shall abide by them.

**Yours faithfully,**

**Signature of the tenderer**

**Encl;**

- i. Earnest Money deposit (EMD)
- ii. Passport size photograph
- iii. Copy of Aadhar Card/Voter Card/Passport/Driving License/Pan Card
- iv. Copy of PAN card
- v. Copy of Memorandum & Article of Association
- vi. Audited Balance Sheet of the company for 3 years