

IFCI Infrastructure Development Ltd. (IIDL)
IFCI Tower, 61, Nehru Place, New Delhi-110019
Phone(s): 011-41732243/41732216, Fax: 011-26487059

Website: www.iidlindia.com

E-AUCTION SALE NOTICE

**E-AUCTION TENDER DOCUMENT FOR SALE OF IMMOVABLE PROPERTY SITUATED AT
BLOCK NO. 1&2, VIBHUTI KHAND, GOMTI NAGAR, LUCKNOW ON "AS-IS WHERE-IS AND
WHATEVER- IS-BASIS".**

Portal for E-Auction: www.e-auctions.in

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

Name of the owner of the property	Details of the property	Reserve Price (In Cr.)	EMD (In. Cr)	Minimum Increment Amount (Lakhs)	Last date of Submission of EMD and documents	Date & Time of e-Auction
IFCI Infrastructure Development Limited	Plot admeasuring 1707 sq.mtr situated at Block -1 & 2 Vibhuti Khand, Gomti Nagar, Lucknow with building structure having lower basement & upper basement, Ground floor +3 floors.	30.11	3.02	1.00	17.09.2018 TILL 5.30 PM	19.09.2018 11:00 AM onwards

Date of Inspection of property: 07.09.2018 to 09.09.2018

From 11:00 to 02:00 pm

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 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. Further, the area of the property in the title deeds provided shall prevail over what has been presented in the advertisement/Notice of Sale or other tender documents.
3. Any necessary notice/ addendum/ extension notice/ corrigendum to the tender would be uploaded on the website www.iidlindia.com & www.e-auctions.in. All prospective bidders are requested to visit the website regularly before submission of their bids to update yourself about the sale process and filling of bid. The responsibility of downloading the subsequent, notice/ corrigendum/ addendum/ clarifications if any, will be the sole responsibility of the prospective bidders.
4. 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 needs to submit the following documents:
 - i. Earnest Money deposit (EMD)
 - ii. Passport size photograph
 - iii. Copy of Aadhar Card
 - iv. Copy of PAN card
 - v. Copy of Memorandum & Article of Association (In case of Company)
 - vi. Audited Balance Sheet of the company for 3 years (In case of Company)
 - vii. Income Tax return for 3 years

The bid alongwith required documents placed in a single envelop super scripted on the top of envelop "E- Auction of Property Block -1 & 2 Vibhuti Khand, Gomti Nagar, Lucknow" should reach to the Managing Director, IFCI Infrastructure Development Limited, 6th Floor, IFCI Tower, 61, Nehru Place , New Delhi or be deposited in the box kept on ground floor of IFCI Tower, 61, Nehru Place , New Delhi within given time frame. EMD being 10% of the Reserve price shall be made by way of Demand Draft drawn in favour of "IFCI Infrastructure Development Ltd." addressed to "The Managing Director, IFCI Infrastructure Development Ltd., 6th Floor, IFCI Tower, 61, Nehru Place, New Delhi-110019. The last date and time for deposit of the EMD along with the documents is 17.09.2018 till 5.30 PM.

7. The intending bidder shall furnish the details in the prescribed format which can be downloaded from Website www.iidlindia.com or 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).

8. 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.

9. 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 from 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 amounts remitted towards the auction shall 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 paid shall be refunded.

10. The EMD of the highest bidder (H1) and (H2) shall be retained and the EMD of other unsuccessful bidders 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. The EMD of the second highest bidder shall be returned on receipt of the entire payment from the highest bidder within the stipulated time. In case H1 fails to comply with the terms of tender option may be given to H2 for sale of property @ the price quoted by H1. The H1 shall have no objection to the same.

11. 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) at registered e-mail ID 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).

12. 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 of the 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 25% of the bid amount or the balance purchase price within the stipulated time/extended time shall result in cancellation of sale and forfeiture of the EMD and amount paid by the bidders.

13. 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 full payment of the purchase consideration along with 12% interest p.a. in case of delayed payments.

14. 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.

15. 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.

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

17. For carrying out inspection of the property and to seek any information/clarifications the bidders may contact the following officials of IIDL:

Office address	Contact person details		
IFCI Infrastructure Development Ltd (IIDL), 6 th Floor, IFCI Tower, 61 Nehru Place, New Delhi-19	Sh. S.P Mishra, Manager Mobile-8853880011 Ph:+91-11-4173-2243 spmishra@iidlindia.com	Sh. Mohit Bhatnagar, SAVP-BD Mobile No.9990725794 Ph:+91-11-4173-2243 mohit.bhatnagar@iidlindia.com	Sh. Dharam Pal Rauhilla, Chief Operating Officer Mobile No.9990725916 Ph:+91-11-4173-2216 dp.rauhilla@ifcilttd.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 document mentioned in this tender document shall be rejected.
7.	Mode of payment of EMD	By way of crossed DD/Pay Order/NEFT RTGS in the account 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	07.09.2018 to 09.09.2018 from 11.00 A.M to 02.00 P.M.
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 EMD 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 is liable to 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 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 not an agreement and is neither an offer by IIDL to the tenderer nor 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. The Asset Sale Committee would not be obliged to give reasons for rejection of the bids to the unsuccessful 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 01/09/2018
IN RESPECT OF SALE OF PROPERTY ON
"AS IS WHERE IS AND AS IS WHAT IS BASIS"**

- 1. Business Standard (English)**
- 2. Business Standard (Hindi)**

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.

a	Name of the Tenderer (in case of company/firm, also give names of key Directors / partners) (Furnish documents in support)	
b.	Registered office/place of business/Address for Correspondence	
c	Name of the Property with location for which e-auction will be participated	BLOCK NO. 1&2, VIBHUTI KHAND, GOMTI NAGAR, LUCKNOW
d	Contact Details	Phone No/ Mob.No : E-mail ID : PAN No. Aadhar No.
e.	Particulars of EMD	DD No. _____ Date _____ AMOUNT _____ 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 **E-Auction Sale Notice Form** is true and correct to the best of my/our knowledge and belief.

3. I/ We certify that, I/We have not been barred or blacklisted by any Central and/or State Government in India nor on defaulter list of any bank registered in India.

4. 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.

5. 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 along with the E-Auction Sale Notice document 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
Authorised Signatory**

(M/s. _____)

[Stamp of the company/firm]

Encl;

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