

TENDER DOCUMENT

FOR

SALE OF BANK'S OWNED PROPERTY

Commercial Plot No. C-64/01, Sector-58, New Okhla Industrial Development Area, Dist – Gautam Budhnagar, Noida contained by measurement 306.00 square meter

Communication Address Zonal Office, 15, NBCC Tower,3rd Floor Bhikaji Cama Place,New Delhi 110066

CONTENTS

Sr. No.	Particulars	Page No.
I.	Press Advertisement	3
II.	Website Advertisement	4
III.	Application Form	7
	General & Technical Terms and Conditions of Online Auction Sale	10
V.	Declaration	16

बैंक ऑफ महाराष्ट्र Bank of Maharashtra भारत सरकार का उद्यम एक प्रदिवार एक बैंक

अंचल कार्यालय दिल्ली

Zonal office, Delhi

दिल्ली आंचलिक कार्यालय, 15, एन बी सी सी टॉवर, तीसरी मंजिल, भीकाजी कामा प्लेस, नई दिल्ली-110066

DELHI ZONAL OFFICE, 15, NBCC TOWERS, 3RD



FLOOR, BHIKAJI CAMA PLACE, NEW DELHI -1100 66

टेलीफोन/TELE: 011-26164817; 26197769; 26172823. TOLLFREE 1800114747 फैक्स /FAX: 26171554

ई-मेल/e-mail : premises_del@mahabank.co.in

E-AUCTION SALE NOTICE TO ALL BANKS.

All Banks are invited to bid for the sale of our commercial immovable property (plot) as per the details given here under.

SCHEDULE OF THE ASSETS

(Rs. In Lacs)

Owner of the Property	Description of Property	Reserve Price	Earnest Money Deposited (EMD) Amount & Last date of deposit of EMD	Date and Time of Inspection	Date and Time of Auction
Bank of Maharashtra	Commercial Plot No. C-64/01, Sector-58, New Okhla Industrial Development Area, Dist – Gautam Budhnagar, Noida contained by measurement 306.00 square meter	918.00	91.80 Date: 21.02.2019	On any working day with prior contact from 01-02-2019 to 21-02-2019	25-02-2019 from 11.00 Hrs to 13.00 Hrs. with auto extension for 5 minutes in case bid is placed within last 5 minutes

Interested parties may inspect the property as mentioned above. For further details, please visit the website https://www.bankofmaharashtra.in and/or contact on Mobile: 8770541781/9958664303) or E-mail: premises_del@mahabank.co.in.

Any corrigendum/ Extension of date/ clarification in respect of the above said auction shall be released only at our website which may be visited regularly by the intending bidders.

Bank reserves the right to reject any or all the bids.

Date: 31.01.2019

Place: New Delhi Zonal Manager, Delhi Zone

बैंक ऑफ महाराष्ट्र Bank of Maharashtra भारत सरकार का उद्यम एक परिवार एक बैंक

अंचल कार्यालय दिल्ली

Zonal office, Delhi

दिल्ली आंचलिक कार्यालय, 15, एन बी सी सी टॉवर, तीसरी मंजिल, भीकाजी कामा प्लेस, नई दिल्ली-110066

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Interested parties may inspect the property as mentioned above. For further details, please visit the website https://www.bankofmaharashtra.in and/or contact Sh. Vaibhav Pandey (Mobile: 8770541781), E-mail: premises_del@mahabank.co.in of Bank of Maharashtra or Mr. Ram Sharma (Mobile No. 8000023297), Email: delhi@auctiontiger.net and ramprasad@auctiontiger.net of M/s E- Procurement Technologies Ltd (online service provider)

Any corrigendum/ Extension of date/ clarification in respect of the above said auction shall be released only at our website which may be visited regularly by the intending bidders.

Bank reserves the right to reject any or all the bids.

Date: 31.01.2019 Place: New Delhi

Zonal Manager, Delhi Zone

TERMS AND CONDITIONS OF E-AUCTION

- 1. Only Banks can participate in the auction.
- 2. The property is being sold on "AS IS WHERE IS BASIS" and "AS IS WHAT IS BASIS".
- 3. The particulars of assets specified in the schedule hereinabove stated to the best of the information of the bank but the bank shall not be answerable for any error, misstatement or omission in this proclamation.
- 4. The asset will not be sold below the reserve price.
- 5. The auction sale will be RFP process. Interested parties may download application form from our website: www.bankofmaharashtra.in on the date and time above mentioned.
- 6. The auction will be conducted "On-line" through Bank's approved service provider M/s E-Procurement Technologies Ltd at web portal https://www.bom.auctiontiger.net
- 7. The interested bidders shall deposit the EMD by way of RTGS/NEFT in the Account No. 60037656815, IFSC Code. MAHB0000392, South Exten. Branch, Bank of Maharashtra or by Demand Draft favoring "Bank of Maharashtra" payable at New Delhi. No interest shall be paid on the Earnest Money Deposit.
- 8. After deposit of EMD, the intending bidder along with the E-auction Bid form shall submit the evidence for EMD deposit like UTR number along with Request letter for participation in the E-auction and their bank's authorization letter, E-mail address contact number etc. to the address "Bank of Maharashtra, Delhi Zonal Office, 15, NBCC Tower,3rd Floor Bhikaji Cama Place,New Delhi 110066 by 21.02.2019 upto 4.00 p.m. Scanned copies of the original of these documents shall also be submitted to premises_del@mahabank.co.in
- 9. Names of the Eligible Bidders, will be identified by the Bank of Maharashtra, 15, NBCC Tower,3rd Floor Bhikaji Cama Place,New Delhi 110066 to participate in online E-auction on the portal www.bankofmaharashtra.in
- 10. The eligible bidders are required to obtain login ID and Password well in advance, which is mandatory for e-bidding, from Sh. Ram Sharma, M/s E Procurement Technologies Ltd (Mobile No. 8000023297)
- 11. The login ID and Password would be sent through e-mail address as provided by the Bidder. In case bidder has not received the same, he should contact the aforesaid official
- 12. Only those bidders holding valid user ID & Password and confirmed payment of EMD shall be eligible to participate in the on-line e-auction.
- 13. Bank reserve the right to accept any or reject all bids, if not found acceptable or to postpone/ cancel/ adjourn/ discontinue or vary the terms of the sale process at any time without assigning any reason whatsoever and Bank's decision in this regard shall be final.
- 14. The bidders shall improve their offer in multiple of Rs. 10 lacs (Rupees Ten Lacs only). In case bid is placed in the last 5 minutes of the closing time of the auction, the closing time will automatically get extended for 5 minutes.
- 15. The successful bidders shall have to deposit 25% of the bid/ sale amount immediately to the bank Account No. 60037656815, IFSC Code. MAHB0000392, South Exten. Branch, Bank of Maharashtra or by Demand Draft and the earnest money shall be adjusted towards 25% of the bid/ sale amount. The EMD of unsuccessful bidders shall be refunded. The Earnest Money Deposit shall not bear any interest. In case of default in payment of the remaining of 25% of the bid

- amount by successful bidder within the prescribed period, the entire amount deposited will be forfeited and the asset will be resold and the defaulting bidder shall have no claim / right in respect of the property / amount.
- 16. The balance 75% amount of purchase price payable will be paid by the purchaser on or before the 30th day of conformation of sale of the immovable property or such extended period as may be agreed upon by the bank in writing at its sole discretion. In case of failure to do so, the entire deposit will be forfeited and the defaulting purchaser shall forfeit all the claims to the property or to any part of the sum for which it may be subsequently sold.
- 17. TDS is to be deducted by the purchaser as per tax rules.
- 18. The prospective qualified bidder may avail online training on E-Auction on 22.02.2019. Neither Bank of Maharashtra nor E-Auction Vendor will be held responsible for any Internet Network problem / Power failure / any other lapses / failure etc. In order to ward-off such situation the eligible bidders are requested to ensure that they are technically well equipped with adequate power back up etc. for successfully participating in the e-Auction.
- 19. All statuary dues/ attendant charges/ other dues including registration charges, stamp duty, taxes etc. shall have to be borne by the purchaser. All the statutory dues upto date of sale will be borne by bank.
- 20. The sale certificate shall be issued in the name in which Bid is submitted.
- 21. The intending bidder is advised to make their own independent inquiries regarding the encumbrance on the property including statuary liabilities, arrears of the property tax, electricity dues etc.
- 22. NOIDA Authority has executed lease deed in favour of Bank of Maharashtra vide lease deed dated 11.05.2012 registered with bahi no. 1, juld no. 3352, page no 59 to 304 at no. 2714 and the purchaser will be bound by the terms and conditions of the said lease deed. Bank of Maharashtra has already applied for NOC to NOIDA authority vide its letter dated 15.11.2018.
- 23. On conformation of sale and if the terms of payment have been complied with, sale deed would be executed by the Bank in favour of the purchaser.
- 24. Possession of the property shall be delivered to the purchaser on deposit of entire sale consideration and on execution of sale Deed/ Conveyance Deed.
- 25. After opening of sale bids, proposal for sale of assets to highest bidder will be placed before competent authority of bank for approval. After getting the approval from competent authority, the sale will be confirmed and sale deed/conveyance deed will be executed.
- 26. The premises is located in Commercial Plot No. C-64/01, Sector-58, New Okhla Industrial Development Area, Dist Gautam Budhnagar, Noida, contained by measurement 306.00 square meter.
- 27. Staff members and Management of the Bank will not be allowed to participate in the bidding process.
- 28. Bank is not bounded to accept the highest offer and reserve the right to accept or reject any or all offer without assigning any reason whatsoever.
- 29. The mentioned premises will be used only for the purpose of constructing a building for **BANK** purpose only.

Date:

Place: New Delhi

APPLICATION FORM

BID OFFER FOR PURCHASE OF COMMERCIAL PROPERTIES

To,
The Zonal Manager,
Bank of Maharashtra,
Zonal Office,
15, NBCC Tower,
3rd Floor Bhikaji Cama Place,
New Delhi 110066

Dear Sir,

With reference to your E-Auction Sale Notice dated 31.01.2019, we hereby apply for the same as per details given below:-

1.	Name of the bidding bank	
2.	Regd. Office / Permanent Address	
3.	Corporate Office / Present Address (for any communication)	
4.	Present nature of business	
5.	Whether Business is a Central Government Ministries / Depts. / Autonomous Bodies under Central Government / CPSEs / PSBs etc.	
6.	Name of the Authorised Representative	

6.1	Designation of Authorised Representative	
6.2	Address	
6.3	Telephone/ Fax Mobile	
6.4	E-mail address:	
6.5	Details of the authority vested with the applicant for making the offer	
7.	GST No.	
8.	Do you have any transaction/ Liabilities / dealings with Bank of Maharashtra, its Offices or Units or Subsidiary Companies and if so, details thereof.	

Diddei F	iuoc.	with Seal
Date: Bidder P	llace:	Signature of the Applicant /
	eration and abide by the terms and co	
for sale	have (e of property and quote our accep	gone through the terms & conditions otable amount towards total sale
	Name, designation & address)	
1/\\/\ \	Jama designation & address)	
	e. IFSC Code No.	
	d. Account No.	
	c. Branch	
	b. Name of Bank	
	a. Date of remittance	
9.4	EMD remittance details	
9.3	Whether EMD remitted (Yes / No)	
9.2	Date of submission of bid	
7.1	(Both in figure & words)	
9.1	Bid Amount quoted	

General Terms and Conditions of Online Auction Sale

1. Nature and Object of Online Sale:

a. The online e-auction sale is with the object of Free and Fair Sale, Transparency and for achieving best-possible recovery of public money.

2. Caution to bidders:

- **a.** Property is sold on "As is where is", "As is what is", and "Whatever there is" basis.
- **b.** Bidders are advised / cautioned to verify the concerned Sub Registrar Office as well as the Revenue Records/ other Statutory authorities such as Sales Tax/Excise/Income Tax etc. and shall satisfy themselves regarding the nature, description, condition, encumbrance, lien, charge, statutory dues, etc over the property before submitting their bids.
- c. Bidders are advised to go through all the terms and conditions of sale given in the tender document and also in the corresponding public sale notice in the dailies before submitting the bid and participating in the online bidding/auction.
- d. Statutory dues/liabilities etc., due to the Government/Local Body, if any, shown in the sale notice/tender document shall be borne by the purchaser(s).

3. Inspection of Property/Immovable Assets:

- **a.** Property/Assets can be inspected on the date(s) given in the public sale notice / tender document.
- **b.** Bidders shall inspect the property/Assets and satisfy themselves regarding the physical nature, condition, extent, etc of the property/Assets.
- **c.** Bidders are bound by the principle of caveat emptor (Buyer Beware).
- **d.** Complaints, if any, in the matter of inspection shall immediately be brought to the notice of the Bank.

4. Inspection of Title Deeds:

a. Bidders may inspect and verify the title deeds and other documents relating to the property available with the Bank.

5. Submission of bid forms:

- a. Bids in the prescribed format given in the tender document shall be submitted "online" in the proforma provided in portal https://www.bom.auctiontiger.net Bids submitted otherwise shall not be eligible for consideration and rejected.
- **b.** Bids shall be submitted online before the last date and time given in the sale notice/tender document.
- **c.** Bids form shall be duly filled in with all the relevant details.
- **d.** Incomplete/unsigned bids without EMD remittance details will be summarily rejected.
- **e.** Original Identity Document copy of which is submitted along with the bid form must be produced on demand.

6. Earnest Money Deposit (EMD):

- **a.** The bid shall be accompanied by the EMD as specified in the public sale notice/tender document.
- **b.** EMD and other deposits shall be remitted through NEFT/RTGS Transfer to the bank account or Demand Draft as specified in the sale notice/Tender document.
- **c.** Bidders not to disclose remittance details of EMD, UTR Code, etc. to any one and to safeguard its secrecy.
- **d.** Bidders shall preserve the remittance challan and shall produce the same as and when demanded.
- e. Bid form without EMD shall be summarily rejected.
- f. All details regarding remittance of EMD shall be entered in the bid form.
- **a.** EMD, either in part or in full, is liable for forfeiture in case of default.

7. Bid Multiplier:

a. The bidders shall increase their bids in multiplies of the amount specified in the sale notice.

8. Duration of Auction sale:

- **a.** Online auction sale will start automatically on and at the time given in the public sale notice/Tender Document.
- **b.** Auction/Bidding time will initially be for a period of two hour and if bidding continues, the bidding process will get automatically extended five minutes duration of each and kept open till the auction-sale concludes.
- c. If any market-leading bid (bid higher than the highest at the point in time) is received within the last five minutes of closing time, the bidding time will be extended automatically by five minutes and if no bid higher than last quoted highest bid is received within the said extended five minutes, the auction sale will automatically get closed at the expiry of the extended five minute. There will thus be an extension of bidding-time, each of five minutes duration, till auction is concluded.
- **d.** Bidders are advised to enter their bid accordingly keeping in mind the five minutes duration.
- **e.** No complaint on time-factor or paucity of time for bidding will be entertained.

9. Online Bidding:

- **a.** Auction/ bidding will be only online bidding through the portal provided by the service provider.
- **b.** In case of sole bidder, the sale may be accepted or deferred and property be brought for resale or otherwise sale will be deferred or cancelled.
- **c.** Bidders are cautioned to be careful while entering their bid amount and to check for alteration, if any, before confirming the same.

- **d.** No request/complaint of wrong bidding will be entertained for canceling the sale and in such case, the EMD in full will be forfeited.
- **e.** Bidders may, subject to conditions of online service provider, may avail pre-auction training and/or for demo/mock auction-sale.

10. Declaration of successful bidder:

- a. Highest bidder will be declared the successful bidder and sale will be confirmed in his favour. Intimation to this effect will be given through email by the Bank.
- **b.** All intimations to bidders/auction purchaser will be primarily through email by the service provider/Bank. Date of sending e-mail will be considered as date of intimation. If no intimation reaches, bidders are expected to take efforts to find out status from the Bank. Non-receipt of intimation should not be an excuse for default/non-payment.

11. Deposit of purchase price:

- **a.** The bidder declared successful, shall pay, immediately on the same day or next following working day, after such declaration, a deposit of 25% (less EMD already paid) on the amount of his purchase money.
- **b.** The balance amount of purchase money shall be paid on or before the before the thirtieth day of conformation of sale of the immovable property or such extended period as may be agreed upon by the bank in writing at its sole discretion day from the date of the sale.

12. Default of Payment:

- a. Default of payment of 25% of bid amount (less EMD) on the same day or the next working day as stated in para 11 above and 75% of balance bid amount within the stipulated time shall render automatic cancellation of sale without any notice.
- **b.** The EMD and any other monies paid by the successful bidder shall be forfeited by the Bank.

13. Remittance of TDS in applicable cases:

a. It shall be the responsibility of the Successful Bidder to remit the TDS @ 1% as applicable u/s 194 1-A in cases where the aggregate of the sums credited or paid for such consideration is Rs. 50.00 lacs or more. TDS should be filed online by filling Form 26QB & TDS Certificate to be issued in Form 16B. The Successful Bidder has to produce the proof of having deposited the Income Tax into the Government Account.

14. Sale Deed / Payment of Stamp Duty:

- **a.** On payment of the entire purchase price / bid amount, Sale Deed will be executed by the Authorised Officer of the Bank with the bidders whose name/names are mentioned in the bid form.
- **b.** No request for inclusion/substitution of names, other than those mentioned in the bid, in the sale Deed will be entertained.

- **c.** The Stamp Duty, Registration Charges, etc. as per relevant laws for the sale Deed shall be borne by the successful bidder.
- **d.** The Sale Deed will not be executed pending operation of any stay/injunction/ restraint order passed by any Court/ Tribunal/ Forum against the Auction process or otherwise.
- **e.** The deposit made by the successful-bidder, pending execution of Sale Deed, will be kept in non-interest bearing deposit account.
- **f.** No request for return of deposit either in part or full/cancellation of sale will be entertained.

15. Return of EMD:

- **a.** EMD of unsuccessful bidders will be returned within 15 days through NEFT/RTGS transfer to the bank account details provided by them in the bid form. The EMD shall not be returned to any other account.
- **b.** Unsuccessful bidders shall ensure return of their EMD and if not, immediately to contact the Bank.
- **c.** No interest will be paid to the unsuccessful bidders on the amount deposited with the Bank while participating in the Bid process.

16. Stay/Cancellation of Sale:

a. In case of stay of further proceedings by any Court / Tribunal / Forum, the auction may either be deferred or cancelled and persons participating in the sale shall have no right to claim damages, compensation or cost for such postponement or cancellation.

17. Delivery of possession:

- a. The property under physical possession of the Bank shall be handed over to the successful bidder within reasonable time period but only after receipt of full amount and completing all the legal formalities.
- **b.** All expenses and incidental charges thereto shall be borne by the auction purchaser.

18. Other Conditions:

- a. The Bank will be at liberty to amend/ modify/ delete any of the conditions as may be deemed necessary in the light of facts and circumstances of each case.
- **b.** The Bank reserves the right to accept or reject all or any bid or bids without assigning any reason and to postpone or cancel the sale without assigning any reason.
- **c.** Bidders shall be deemed to have read and understood all the conditions of sale and are bound by the same.
- **d.** No counter-offer/conditional offer/conditions by the bidder and/or successful-bidder will be entertained.

Technical Terms and Conditions of Online Auction Sale

- 1. Prospective bidder has to register with the "online" service provider at web portal https://www.bom.auctiontiger.net
- 2. Only upon verification of the bid form and confirmation of remittance of EMD, the User ID issued by the online service provider will be activated permitting the bidder to enter into the website of the service provider for bidding.
- 3. Bidders should not disclose their User ID as well as password and other material information relating to the bidding to any one and to safeguard its secrecy.
- 4. Bidders are advised to change the password immediately on receipt from the service provider.
- 5. Time Extension: If any market leading bid (bid higher than the highest at the point in time) is received within the last five minutes of closing time, the time of auction sale will get automatically extended by another five minutes and subsequently, if no further bid higher than the last quoted highest bid is received within the said extended five minutes, the auction sale will be automatically closed at the expiry of the extended five minutes.
- 6. **Training:** The online service provider will provide training "online" if required by the bidders at a mutually convenient date and time before the auction.
- 7. **Bids:** All bids placed are legally valid bids and are to be considered as bids from the bidder himself. Once the bid is placed, the bidder cannot reduce or withdraw the bid for whatever reason. If done so, the EMD amount shall be forfeited.
- 8. The highest and the latest bid on the auction shall supersede all the previous bids of the respective bidders. The bidder with the highest offer/ bid does not get any right to demand acceptance of his bid in case any stay order is received by the Bank.
- 9. The bidder shall be solely responsible for all consequences arising out of the bid submitted by him (including any wrongful bidding) and no complaint/ representation will be entertained in this regard by the Bank. Hence bidders are cautioned to be careful to check the bid amount and alter/rectify their bid if required before confirming the bid submitted.

- 10. The intimation to the bidder/ bidders concerned of having declared successful in the auction sale will primarily be sent to them through e-mail. The date of sending the email will be considered as date of intimation.
- 11. If no intimation reaches for reasons beyond the control of the Bank, the bidders are required to take efforts to ascertain the status. Non receipt of intimation shall not be a ground for non-payment or delayed payment. Bidders must therefore keep a watch on their incoming e-mail or can contact the Bank/ Authorised Officer. The Bank will not be liable for wrong e-mail id registered by the bidder or for return of the mail for mailbox being full.

12. Note of caution for the Bidders:

Bidders may encounter certain unforeseen problems such as time lag, heavy traffic, system/ power failure at the Bidders end. To avoid losing out on bidding because of above-mentioned reasons, it is advised not to wait for the last moment for submitting their bids.

DECLARATION

Date:	
Daie.	

To,
The Zonal Manager,
Bank of Maharashtra,
Zonal Office,
15, NBCC Tower,
3rd Floor Bhikaji Cama Place,
New Delhi 110066

- 1. I/We, the Bidder/s aforesaid do hereby state that, I/We have read the entire terms and conditions of the sale and understood them fully. I/We, hereby unconditionally agree to conform with and to be bound by the said terms and conditions and agree to take part in the Online Auction.
- 2. I/We, the Bidder/s aforesaid do hereby state that, I/We have inspected the property and duly verified the encumbrances, title of property put on auction and claims /rights /dues/ affecting the property, prior to submitting the bid.
- 3. I/We the Bidder/s aforesaid do hereby state that I/We shall not hold the Bank responsible in any way for any such claims / rights / dues etc.
- 4. I/We declare that the EMD and other deposit towards purchase-price were made by me/us as against my/our bid and that the particulars remittance given by me/us in the bid form is true and correct.
- 5. I/We further declare that the information revealed by me/us in the bid document is true and correct to the best of my/our belief. I/We understand and agree that if any of the statement/ information revealed by me/us is found to be incorrect and/or untrue, the bid submitted by me/us is liable to be cancelled and in such case, the EMD paid by me/us is liable to be forfeited by the Bank and the Bank will be at liberty to annul the offer made to me/us at any point of time.
- 6. I/We also agree that after my/our offer given in my/our bid for purchase of the assets is accepted by the Bank and I/We fail to accept or act upon the terms and conditions of the sale or am/are not able to complete the transaction within the time limit specified for any reason whatsoever and/or fail to fulfill any/all the terms and conditions of the bid and offer letter, the EMD and any other monies paid by me/us along with the bid and thereafter, are liable to be forfeited.
- 7. The decision taken by the Bank in all respects shall be binding on me/us.

Signature:	
Name:	
Address:	
E-Mail id	
Mobile	

of terms being offered for sale.

8. I also undertake to abide by the additional conditions if announced during the auction including the announcement of correcting and/or additions or deletions