

TENDER DOCUMENT

FOR SALE OF RESIDENTIAL FLATS AT BHOPAL OF
SMALL INDUSTRIES DEVELOPMENT BANK OF INDIA (SIDBI)

Issued to _____

May 06, 2013

Issued by

Dy General Manager,
Bhopal Branch office,
SIDBI, 20 A/ R,
1st Floor, M P Nagar, Zone -II,
Bhopal -462011
Phone No:0755-4228700-06
E-mail: jatinder@sidbi.in

Price - ₹ 500/-(Non-refundable)

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1. Disclaimer

This document shall be referred to as the Tender Document for Sale of Residential Properties (TDSRP) of Small Industries Development Bank of India (SIDBI) and along with the other information provided would comprise the only information package, which is being made available to Bidders in accordance with the details contained herein.

The purpose of this document is to provide Bidders with basic and preliminary information to assist the formulation of their Bid and is issued upon the express understanding that recipients will use it only for the purposes set out therein.

This document has been prepared on the basis of available information and the Bidders should conduct their own due diligence, investigation and analysis. Further, it should not be assumed that there shall be no change or deviation in the information provided.

This TDSRP does not, and does not purport to contain all the information and data each Bidder and / or its advisors may desire or require in reaching decisions concerning their Bids. Each Bidder should conduct his own investigations and analysis and should check the accuracy, reliability and completeness of the information in this TDSRP. Bidders should form their own views as to whether information provided herein or separately is relevant to any decisions that they make and should make their own independent investigations in relation to any additional information that they may require.

The information contained in this TDSRP or any other information which may be provided to Bidders is subject to change without notice. Further, it should not be assumed that there shall be no deviation or change in any information provided. SIDBI may, in its absolute discretion, but without being under any obligation to do so, update,

amend or supplement the information contained herein including the envisaged transaction process mentioned.

While this TDSRP has been prepared in good faith, neither, SIDBI, nor its employees make any representation or warranty, express or implied, or accept any responsibility or liability, whatsoever, in respect of any statements or omissions herein, or the accuracy, completeness or reliability of information, and shall incur no liability, under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this TDSRP, even in any loss or damage is caused by any act or omission on the part of SIDBI or its employees, whether negligent or otherwise.

This TDSRP has not been filed, registered or approved by any regulatory or judicial authority. Recipients of this document, resident in jurisdictions outside India as well as those residents in India should inform themselves of and observe any applicable legal requirements and SIDBI and its representatives will not be responsible for compliance with the same.

SIDBI reserves the right to accept or reject any or all Bids without giving any reasons. SIDBI will not entertain any claim for expenses in relation or pertaining to the preparation and submission of Bids and as such no financial obligation / liability would accrue to SIDBI on such eventualities.

2. Definitions

In this TDSRP, unless the context otherwise requires, the following terms and expressions shall have the meanings assigned to them herein:

- 2.1. Bidder(s) means an individual, firm, government departments, institutions, banks, corporates in the public and private sectors subject to applicable laws and regulations. No bidder shall be represented by any broker or agent.
- 2.2. Bids means the Bid prepared and submitted in accordance with the contents of this document and in the form prescribed herein
- 2.3. Bid Submission Date shall have the meaning ascribed in Section II
- 2.4. SIDBI means Small Industries Development Bank of India
- 2.5. Successful Bidder means the Bidder who is declared as the Successful Bidder for a particular property after evaluation of bids by SIDBI in accordance with terms of Section 12 of TDSRP.
- 2.6. Tender Document for Sale of Residential Properties of SIDBI (TDSRP) means this document, as may be amended and modified together with all annexures, addendums and amendments which may be made from time to time.

3. Schedule of Bidding Process

The schedule for the bidding process will be as follows:

S.No.	Activity	Date
1	Issue of Advertisement	May 06, 2013
2	Issue of Tender Document for Sale of Residential Properties (TDSRP)	May 06, 2013 to May 27, 2013
3	Site visit (during stipulated office hours)	May 07, 2013 to May 24, 2013
4	Time and date of Bid submission	14.00 hrs on May 27, 2013 in SIDBI's office at Bhopal
5.	Time and date of Bid Opening	15:00 hrs on May 27, 2013 in SIDBI office at Bhopal.
6.	Declaration of Successful Bidder (s)	July 15, 2013 (Any change in date will be notified to the bidders by e-mail). / Posted on Bank's website www.sidbi.in

4. Notice for sale

4.1 SIDBI invites sealed Bids for the sale of its real estate properties comprising of residential flat located at Bhopal. The properties would be sold on "AS IS WHERE IS, WHAT IS WHERE IS BASIS". The Bids can be submitted for one or more or for all the properties (Bank's flat) mentioned in Section 5.3. The list providing details of the properties (flats) is enclosed in Annexure-D.

5. Terms and Conditions

5.1 SIDBI (hereinafter referred to as the "seller / SIDBI) and the Bidder (i.e. the Bidder in whose favour the Bid(s) may be awarded shall be referred to as "the Successful Bidder(s).

5.2 The Bids must be submitted with all the pages numbered serially, along with index of submission. In the event any of the instructions mentioned herein have not been adhered to, the Bid is liable to be rejected.

5.3 The bid must be submitted in a sealed envelope by 14:00 hours on May 27, 2013 in the manner specified in this TDSRP. The sealed

envelope containing the Bids would be super scribed with “OFFER FOR PURCHASE OF RESIDENTIAL PROPERTIES (FLATS) OF SIDBI AT BHOPAL” located at the top of envelope. No Bid after the specified time and date shall be accepted. The filled in bids have to be submitted at the following address:

Dy. General Manger
SIDBI, 20 A/ R,
1st Floor, M P Nagar, Zone -II,
Bhopal -462011
Phone No:0755-4228700
E-mail: jatinder@sidbi.in

- 5.4. The Successful Bidder(s) for the composite units or the individual lots would be declared by July 15, 2013. In the event of any change in aforesaid date, the same will be notified to the bidders by e-mail / posted on Bank’s website. SIDBI reserves the right to reject any or all of the Bids without assigning any reasons thereof and the decisions of SIDBI would be final and binding on the Bidders.
- 5.5. The TDSRP can be purchased from SIDBI office mentioned above on payment of a non-refundable processing fee of ₹ 500/- (Rupees five hundred only) by way of demand draft / pay order favouring “Small Industries Development Bank of India” payable at place where the TDSRP is Purchased. A copy of the receipt evidencing payment of the processing fees shall be enclosed with the Bid Documents in the manner prescribed in Section 10.4.3 below. In case the Tender Document has been downloaded from the websites the fee would be payable at the time of submission of bid in the manner prescribed in Section 10.4.3 below.
- 5.6. In case of any doubt regarding the TDSRP, the decision of SIDBI shall be final.
- 5.7. All the flats offered are on “AS IS WHERE IS, WHAT IS WHERE IS” basis.
- 5.8. For further details, the interested parties may contact the following office for locations of flats:

Dy. General Manger
 SIDBI, 20 A/ R,
 1st Floor, M P Nagar, Zone –
 II, Bhopal -462011
 Phone No:0755-4228700
 E-mail: jatinder@sidbi.in

6. Eligible Bidders

- 6.1 The offer is open for individuals, firms, government departments, institutions, banks, corporates in the public and private sectors, subject to applicable laws and regulations. No bidder shall be represented by any broker or agent.
- 6.2 Bids cannot be submitted by a Consortium.
- 6.3 The Bidder should submit a Power of Attorney as per the format enclosed at Annexure-C authorizing the signatory of the Bid to commit the Bidder. The Power of Attorney is not required to be submitted in case of Bids submitted by individuals in their own independent capacity.

7. Site Visits

- 7.1 It is desirable that each Bidder submits the Bid after visiting the properties and ascertaining for themselves the location, surroundings and any other matter considered relevant to them.
- 7.2 The real estate properties may be inspected according to the following schedule and at the mentioned address:

City	Category	Location	Schedule	
			Day	Time(Hrs)
Bhopal	Residential	Shalimar Sterling Complex, Near Apsara Talkies, Raisen Road Bhopal	May 07 to May 24, 2013	11.00 – 16.00

For the purpose of inspection of the aforementioned properties, the Bidders could contact the following officials of SIDBI for location of flats:

S.No.	Property Location	Contact Person	Contact No.
1	Bhopal	Dy. General Manger In-charge, Bhopal Branch office,	Phone No:0755-4228700 E-mail: jatinder@sidbi.in

7.3. It would be deemed that by submitting the Bid, the Bidder has:

- ❖ Made a complete and careful examination of the TDSRP
- ❖ Received all relevant information required for submission of the Bid either from SIDBI or from his own due diligence
- ❖ Understood that he would have no recourse to SIDBI post transfer of ownership rights of the concerned property.

7.4. The bidder shall thoroughly satisfy themselves of the nature, conditions and quality of the assets and its physical condition. SIDBI gives no guarantee or warranty as to the physical condition of the assets / material or/its quality of its fitness for any specific purpose or use. It should be clearly understood that no claim / complaint about the quality / condition / fitness for use will be entertained by SIDBI.

7.5 All the outgoing like property tax, electricity /water charges/ maintenance charges etc and other expenses will be borne by bidder from the date of handing over of possession of the flat or conclusion of the sale transaction, whichever is earlier. Any expenditure /expenses prior to the said date of possession will be borne by SIDBI.

7.6 The Transfer Fees / registration fee or transfer premium and any other charges or contributions or outgo and all other expenses whatsoever it may be and whatever name it is called and which is demanded by and/or payable to society or to

any entity /authorities, person etc. whosoever for transfer of the above mentioned premises may be borne and paid by successful bidder.

8. Inspection of Documents

8.1 The documents relating to the individual properties would be available for inspection at the respective location on the day of site visit and a complete set of documents relating to all the properties would be available for inspection at the locations mentioned in Section 5.3 and as per the date and timing mentioned in Section 7.2.

9. Reserve Price and Earnest Money Deposit

9.1 The Reserve Price for sale of SIDBI's Residential properties has been mentioned in "Annexure-D"

9.2 The Bid shall be accompanied by an Earnest Money Deposit (EMD) as given against each of the assets indicated in Annexure-D.

9.3 In the case of Bids for more than one property, the relevant amount of EMD mentioned against each of the property for which the Bid is being submitted should be aggregated and paid as the EMD in accordance with clause 9.4 below:

9.4 The EMD has to be paid by way of Demand Draft / Pay Order drawn on any scheduled or nationalized bank in favour of "Small Industries Development Bank of India" and payable at Bhopal. No interest will be payable on the EMD.

9.5 EMD received from unsuccessful bidders would be returned within a period of 60 days from the date of declaration of the Successful Bidder for the concerned property.

9.6 The EMD of the successful bidder shall be automatically adjusted towards sale consideration. In case the Bid is accepted and the purchaser refuses / fails to make further payment towards the balance sale consideration, the EMD shall be forfeited without prejudice to the

rights of SIDBI to claim such further damages in this regard without further reference to the bidder / purchaser.

10. Preparation and Submission of Bid

10.1 Language

The Bid and all related correspondence and documents should be written in the English language.

10.2 Currency

The currency for the purpose of the Bid shall be the Indian Rupee (INR).

10.3 Validity of Bid

Bid shall remain valid for a period of not less than 120 days from the Bid Submission Date. However, SIDBI may require the bidders to extend the validity for such period as may be determined by SIDBI at its discretion. SIDBI reserves the right to reject any Bid which does not meet this requirement.

10.4 Format and Signing of Bid

10.4.1. The Bidder shall prepare one (1) original and one (1) duplicate documents comprising the Bid. The Bid format has been provided in **Annexure-B**. The submitted Bid should necessarily comply with the specified format. In the event composite Bids are being submitted for more than one flat, the individual Bid amounts for the constituent properties (flats) must be separately mentioned as provided in Annexure-B. The Demand Drafts / Pay Order towards the Earnest Money Deposit and towards the non-refundable processing fee should be placed in a separate envelope along with the original set of bid documents. In the event of any discrepancy between the original and duplicate bids, the original would be considered for evaluation purpose.

10.4.2. The Bid shall be typed or written in indelible ink and the Bidder shall initial each page. All the alterations, omissions, additions, or any other amendments made to the Bid shall be initiated by the person(s) signing the Bid:

10.4.3. Each envelope shall contain

❖ One sealed envelope super scribed with “Bid Documents for purchase of residential properties of SIDBI at Bhopal” at the top and would contain the following documents in original:

- (i) Covering letter stating clearly the validity of the Bid as per the format enclosed at Annexure-A.
- (ii) Bid in the prescribed format as per the format enclosed at Annexure-B
- (iii) Power of Attorney as per the format enclosed at Annexure-C.
- (iv) All Bidders to provide a photocopy of their Income Tax PAN Number duly signed by the individual or Power of Attorney holder as the case may be
- (v) In case of companies, latest audited Balance Sheet and Certificate of Net Worth.
- (vi) In case of individuals, copy of latest Income Tax Return.
- (vii) A duplicate set of the above documents.

❖ Second sealed envelope super scribed with “Earnest Money Deposit” at the top and would contain the following documents:

- (i) In case the TDSRP has been purchased from the office of SIDBI, a copy of the receipt evidencing payment of the processing fees / In case the same has been downloaded from the website (www.sidbi.in) or Central Public Procurement (CPP) Portal <http://eprocure.gov.in/> , demand draft / pay order towards processing fees of ₹ 500 (Rupees five hundred only)

- (ii) Demand Draft towards the EMD.
- ❖ Both the above mentioned envelopes to be put in a main envelope and the main envelope shall clearly bear the following identification:

**“Offer for Purchase of Residential Properties of SIDBI
located at Bhopal , ”**

Submitted by

Name, Address and Contact Phone Number and E-mail ID of the Bidder.

- ❖ The envelope shall be addressed to:

Attention of:

DGM In-charge,
SIDBI, 20 A/R, 1st Floor,
M P Nagar, Zone –II,
Bhopal

11. Bid submission Date and Bid Opening

- 11.1 Bids should be submitted before 14:00 hours on the Bid Submission Date mentioned in the Schedule of Bidding Process, at the addresses provided in Clause 5.3 in the manner and form as detailed in this TDSRP. Bids submitted by either facsimile transmission or telex will not be acceptable.
- 11.2 Bidders sending their Bids by Post / Courier will do so solely at their own risk and SIDBI will not be responsible for any loss in transit or postal delay. Bids would be opened on May 27, 2013 at 15:00 hrs at the SIDBI office located at Bhopal in presence of bidders or their authorized representatives who choose to be present at the time of bid opening at their own expense.

12. Evaluation of Bids

- 12.1. After opening of Bids, SIDBI would carry out the evaluation of the Bids and intends to declare the Successful Bidder(S) by July 15, 2013. In the event of any change in aforesaid date, the same will be notified to the bidders by e-mail / posted on Bank's website.
- 12.2. Incomplete Bids submitted with qualifying conditions or with conditions at variance with the Terms and Conditions of this TDSRP will be liable to be rejected.
- 12.3. In the event two or more bids are received at the highest bid amount for a particular property (with the same amount), the concerned bidders would be invited for negotiations and the bidder who offers the highest bid post negotiations would be declared as the successful Bidder.
- 12.4. SIDBI may give preference for sale of entire property (all flats) to a single bidder / PSU / government department / institution.

13. Payment Schedule

- 13.1. 80% of the sale consideration (including the EMD) shall be deposited with SIDBI **within 30 days after receipt of acceptance letter / Intimation from SIDBI.** In the event of any change in aforesaid date, the same will be notified to the Successful Bidder(s) by e-mail.
- 13.2. The balance amount i.e. 20% of the sale consideration is to be paid at the time of completion of finalization of the legal formalities but before the execution of documents for effecting transfer of ownership.
- 13.3. All taxes / duties / levies, etc. and transfer fee / expenses, if any as applicable and related to the sale of the assets on offer, shall be entirely paid by the purchaser / Successful Bidder(s).

14. Default in Payment by the Successful Bidder

- 14.1. In case the sale consideration is not paid as specified in Section 13 by the Successful Bidder(s), the sale of the assets to the concerned Successful Bidder(s) would stand cancelled and the Earnest Money

Deposit and subsequent payment made, if any, by the Successful Bidder(s) will automatically stand forfeited.

15. Force Majeure

15.1 SIDBI shall not be liable for any failure or delay in performance due to any cause beyond their control including fires, floods, strikes, go-slow, lock-out, closure, disputes with staff, dislocation of normal working conditions, war, riots, epidemics, political upheavals, Government actions, civil commotion, breakdown of machinery, shortage of labour acts, demand or otherwise or any other cause or conditions beyond the control of aforesaid causes or not and the existence of such cause or consequence may operate at the sole discretion of SIDBI to extend the time of performance on the part of SIDBI by such period as may be necessary to enable SIDBI to effect performance after the case of delays will have ceased to exist. The provisions aforesaid shall not be limited or abrogated by any other terms of the contract whether printed or written.

16. Governing Law / Jurisdiction

16.1 This transaction shall be governed by the laws of India and all disputes arising out of the process shall be subject to the exclusive jurisdiction of the courts at Bhopal where the property is located.

Letter of Bid and Intent

[Letter head of the Bidder including full postal address, telephone No. Fax No. and E-mail ID) (as applicable)]

Date:

To
Dy. General Manager
Small Industries Development
Bank of India (SIDBI),
Bhopal .

Kind Attention: _____

Subject: Bid for purchase of Residential Properties of SIDBI located at Bhopal

Sir,

1. Being duly authorized to represent and act for and on behalf of _____(Bidder), and having studied and fully understood all the information provided in the TDSRP, the undersigned hereby apply as a Bidder for the purchase of Residential Properties of SIDBI according to the terms and conditions of the offer made by SIDBI.
2. Bids are given in Annexure-B, duly filled and signed on each page. The same together with Demand Draft / Pay Order towards earnest money deposit are enclosed in a sealed envelope marked "Bid for Purchase of Residential Properties of SIDBI at Bhopal".
3. SIDBI is hereby authorized to conduct any inquiries / investigations to verify the statement, documents and information submitted in connection with the Bid.
4. SIDBI and its authorized representatives may contact the following persons for any further information:-

Name of the Person / s :

Address

Phone No.

Fax No.

5. This bid is made with full understanding that:
- (a) SIDBI reserves the right to reject or accept any Bid, modify / cancel the bidding process, and / or reject all or any of the Bids.
 - (b) SIDBI shall not be liable for any of the above actions and shall be under no obligation to inform the Bidder of the same.
 - (c) The ultimate buyer / beneficiary is _____ (fill in the name of the ultimate beneficiary)
6. I, the undersigned declare the statements made, and the information provided in the duly completed Bid forms enclosed are complete, true and correct in every aspect.
7. I have read the terms and conditions of the offer detailed in TDSRP and are willing to abide by them unconditionally.
8. The offer made by us is valid for 120 days from the Bid Submission Date. We understand that SIDBI may require us to extend the validity of the bid for such period as may be determined by SIDBI at its discretion.

Name _____

For and on behalf of

(Name of Bidder)

Enclosures:-

- (i). Bid Details – Annexure-B
- (ii) Demand Draft for Earnest Money Deposit
- (iii) Demand Draft for processing fees / receipt of processing fees if already paid.

Bid Details

1. Particulars of the Bidder
 - (a) Name
 - (b) Address of the Corporate Headquarters and its branch office(s),if any (as applicable)
 - (c) Country of Incorporation / Nationality (as applicable)
 - (d) Date of incorporations and / or commencement of business (as applicable)
 - (e) In case of companies the following documents are to be provided:
 - (i) Latest audited Balance Sheet
 - (ii) Certification of net-worth
 - (iii) Copy of Permanent Account Number
 - (f) In case of individuals the following documents are to be provided:
 - (i) Copy of latest Income Tax return
 - (ii) Copy of Permanent Account Number (PAN)
 - (iii) Copy of Unique Identification Number (Aadhaar) [if having]

2. Details of Authorised Signatory of the Bidder
 - (a) Name
 - (b) Designation (as applicable)
 - (c) Address
 - (d) Telephone No.
 - (e) E-mail Address
 - (f) Fax No.

3. Particulars of Bid

The Bid amount offered for the property(ies) is as under:

S.No.	Particulars of Property (location and full address)	Flat No.	Block No & Type of Flat	Approx Built-up Area (Sq.ft)	Specified EMD (₹)	Bid Amount (₹)

**FORMAT FOR POWER OF ATTORNEY FOR SIGNING BID
(on a Stamp Paper of relevant value as applicable at place of execution)**

POWER OF ATTORNEY

Know all men by these presents, we _____(name of address of the registered office) do hereby irrevocably constitute, appoint and authorize Mr./Ms. _____(name and address of residence) who is presently employed with us and holding the position of _____as our lawful attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our Bid for the purchase of Residential Properties of SIDBI, including, signing and submission of all documents and providing information / responses to SIDBI, representing us in all matters before SIDBI, and generally dealing with SIDBI in all matters in connection with our Bid.

We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us.

(Signature)
(Name, Title and Address)

I Accept

_____ (Signature)

(Name Title and Address of the Attorney)

Annexure D
DETAILS OF REAL ESTATE PROPERTIES

S. No.	Address	Description of Flats		Approx Built-up area of the flat in sq.ft.	Short description of each flat (location / proximity to known landmark e.g. bus terminus rail station, market school etc.)	EMD (₹) per Flat	Reserve Price (₹) per Flat	Authority to issue tender form
		Type of Flat	Flat No.					
1	Shalimar Sterling Complex, Near Apsara Talkies, Raisen Road Bhopal	2 BHK	8 / 201	920	The flats are located in Shalimar sterling Complex on Raisen Road which is about 5 km far from Bhopal railway Station	₹ 2.50 lakh	₹ 23.23 lakh	DGM In-charge, SIDBI, 20 A/R, 1 st Floor, M P Nagar, Zone -II, Bhopal - 462011 Phone No:0755-4228700 E-mail: jatinder@sidbi.in
			8 / 301	920		₹ 2.50 lakh	₹ 22.31 lakh	
			8 / 302	920		₹ 2.50 lakh	₹ 22.31 lakh	
		3 BHK	6 / 201	1015		₹ 3.00 lakh	₹ 25.76 lakh	
			6 / 202	1015		₹ 3.00 lakh	₹ 25.76 lakh	
