



REQUEST FOR PROPOSAL (RFP)
FOR
Online / E-Auction
Sale of Fifteen (15) SIDBI-owned flats situated at
Divya Jyoti Apartments, Sector 19, Rohini, New Delhi –110089

Issued by:
Premises Vertical
Small Industries Development Bank of India, Atma Ram House,
1 Tolstoy Marg, New Delhi-110001

Cost of Tender Document per Flat:	Rs.1180/-
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The information provided by the bidders in response to this Request for Proposal Document will become the property of the Bank and will not be returned. The Bank reserves the right to amend, rescind or re-issue this Request for Proposal Document and any amendments will be advised to the

public solely by way of uploading on Bank's website and such amendments will be binding on them. The Bank also reserves its right to accept or reject any or all the responses to this Request for Proposal Document without assigning any reason whatsoever and without any cost and compensation thereof.

IMPORTANT NOTES

Reference of Request for Proposal	2023/1741/NDO/PREMISES
<i>Cost of Tender Documents (Separate tender for each Flat)</i>	Rs.1180/- (Rupees One Thousand one hundred and eighty Only) including applicable GST.
Earnest Money Deposit (EMD) per flat	10% of Reserve Price fixed per flat(Refer Annexure I)
Last date & time for receipt of EMD / Details / Registration by Bidders & Delivery of relevant documents. Application and Declaration by Bidder to Bank	31.10.2022 up to 15:00 hrs
Date & Time of E-Auction	To be intimated separately to qualified bidders
Name & designation of Authorized Signatory of Bank for sale of assets mentioned in this RfP	Shri Manas Ranjan Hati DGM, Premises
Address for Communication	Small Industries Development Bank of India, Premises-NDO, 11th floor, Aatma Ram House, 1 Tolstoy Marg, New Delhi-110001
Staff details for inspection	Shri Manas Ranjan Hati, DGM Ms. C Kirti, Manager
E-Mail address	manashati@sidbi.in cheekirimillik@sidbi.in
Contact Numbers	7705012705 7400047498

DISCLAIMER

- a. The sole purpose of this Request for Proposal (hereinafter to be referred to as “RfP”) is to assist Small Industries Development Bank of India (SIDBI) for identification of buyer for the properties under Sale through E-Auction mode on “As is where is and whatever it is basis” the details of which are mentioned under the heading ‘Details of Property’.
- b. The information contained in this RfP document or information provided subsequently to the bidder(s) or applicants whether verbally or documentary by or on behalf of SIDBI (hereinafter to be referred to as “the Bank”) is strictly for the purpose of set out under this RfP and in consonance with the terms & conditions set under this RfP documents.
- c. This RfP document is not an agreement and is neither an offer nor an invitation to offer by SIDBI. This RfP is to invite proposals from applicants who are qualified to submit the bids (hereinafter to be referred to as “Bidder(s)”). The purpose of this RfP is to provide the Bidder(s) with information and to assist them in formulation of their proposals (Bids).
- d. This RfP does not claim to contain all the information which each Bidder may require. Interested bidders are advised to peruse the copies of title deed/s with the Bank and at its costs without any right to claim reimbursement, to conduct its own investigations, analysis due diligence about the title, present condition of the property and claims / dues affecting the property and should check the accuracy, reliability and completeness of the information in this RfP and wherever felt necessary obtain independent advice.
- e. SIDBI makes no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this RfP. The information contained in this RfP document is selective and is subject to update, expansion, revision, and amendment SIDBI does not undertake to provide any Bidder with access to any additional information or to update the information in this RfP document or to correct any inaccuracies, if any, therein, which may become apparent.
- f. Bank reserves the right at its sole discretion to change, modify, add or alter any or all of the provisions of this RfP and / or the bidding process, without assigning any reasons whatsoever .and without any cost and compensation therefor at any stage of the entire process till the culmination of the sale of the Property through e-Auction. **Such change will be accessible to all Bidder(s) AND can be accessed on the website of SIDBI (<https://www.SIDBI.in>).** SIDBI will not be liable for individually intimating the Bidder(s) / prospective-Bidder(s). Any information contained in this RfP document will be superseded by any later written

information on the same subject made available / accessible to Bidder(s) by SIDBI in the aforementioned manner. Information provided in this RfP is on a wide range of matters. Some of which may depend upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. Further SIDBI also does not accept liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statements contained in this RfP.

- g. While this RfP document has been prepared in good faith, neither SIDBI nor its employees, officers, directors 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 document even in any loss or damage is caused by any act or omission on the part of the Bank or its employees whether negligent or otherwise.
- h. This RfP document 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 the Bank and its representatives will not be responsible for compliance with the same.
- i. The Bank reserves the right to accept or reject any or all Bids without giving any reasons. The Bank 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 the Bank on such eventualities.
- j. The Bank further reserves the right to withdraw the e-Auction process at any time before execution of Sale Deed / Conveyance without assigning any reason, cost and compensation therefore at its sole discretion. The Bidder(s) participating in the e-Auction process are agreeing and accepting that in the event of cancellation of e-Auction, at the instance of SIDBI, any deposit of partial and / or full amount with the Bank in furtherance of the e-Auction process, will be refundable by the Bank without any interest and no dispute before any fora will be raised by the bidder. It is clarified that the cost of tender documents is not refundable.

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A. Introduction

SIDBI, set up under an act of Indian Parliament, having its Head Office at 15, Ashok Marg, Lucknow is the apex Financial Institution for promotion, financing and development of Micro, Small and Medium (MSME) Enterprises and for co-ordination of functions of institutions engaged in similar activities.

Through the RfP Document, notice of sale is hereby given to the Public Sector Units / Public Section Banks/Govt. Institutions / Private Institutions and the general public at large that the Bank's owned 15 flats located at Divya Jyoti Apartments, Sector 19, Rohini, New Delhi and under physical possession and standing in the name of the SIDBI will be sold on "As is where is and whatever it is basis".

B. Definitions

In this document, unless the content and context otherwise requires, the following terms and expressions shall have the meanings assigned for them herein:

- a) **"Bid"** means the Bid prepared, signed and submitted online in accordance with the contents of this RfP document and in the form prescribed herein.
- b) **"Bidder(s)"** means any person / entity who is qualified to submit Bid in accordance with requirements under RfP document. No Bidder shall be represented by any broker or agent.
- c) **"Reserve Price"** means the price stipulated as the lowest acceptable price.
- d) **"Successful Bidder"** means the Bidder who is declared as the successful bidder for the property under Sale and the sufficiency of the Bid submitted by such Bidder and who has been so notified after approval by the Competent authority of SIDBI.
- e) The highest Bidder will be termed as H1 and next highest amongst others will be H2, H3 and so on.
- f) **"RfP document / Bid document"** means this document along with its Annexure(s) as amended and modified from time to time. The terms 'RfP Document' or 'Bid Document' can be used interchangeably.

C. Due Diligence

The Bidder(s) is expected to examine all instructions, forms, terms and specifications in this RfP and study the RfP document carefully. The Bid shall be deemed to have been submitted after careful study and examination of this RfP with full understanding of its implications.

The Bid shall be precise, complete and in the prescribed format as per the requirement of this RfP. Failure to furnish all information required by this RfP or submission of a Bid not responsive to this RfP in each and every respect will be at the Bidder's own risk and may result in rejection of the Bid and for which SIDBI shall not be held responsible.

Interested parties are advised to peruse the copies of the title deed/s held by the Bank and to conduct own independent enquires, due diligence about the title and present condition of the property and claims / dues affecting the property before submission of bid/s.

D. General Terms and Conditions of E-Auction Sale

1. Nature and Object of Online Sale

The e-Auction Sale is with an objective of Free and Fair Sale transparency and for achieving the best possible competitive price.

2. Caution to bidders

Properties are being sold on “**As is where is and whatever it is**” basis.

- The Bidders are advised / cautioned to verify with the concerned SRO as well as the Revenue Records / other Statutory Authorities such as Sale Tax / Excise / Income Tax etc. and shall satisfy themselves regarding the nature, description, condition encumbrance, lien, charges, statutory dues, etc. over the said property(ies) before submitting their bids.
- The Bidders are advised to go through all the terms and conditions of sale given in this tender document and also in the corresponding public sale notice in the Newspapers & available on Bank's website before submitting the bid and participating in the e-Auction Sale.
- The bidders may participate in E-Auction for bidding from their place of choice. Internet connectivity shall have to be ensured by bidder himself. Bank/service provider shall not be held responsible for the internet connectivity network problems system crash, own power failure, etc.
- Statutory dues / liabilities etc. due to the Government / Local Body, if any, shown in the sole notice / tender document shall be borne by the Purchaser(s).

3. Inspection of Property(ies)/ Immovable Assets

- The property(ies) / immovable assets can be inspected on the date(s) given in the public sale notice / tender document / this RfP.

- The bidder(s) shall inspect the property(ies) / immovable assets and satisfy themselves regarding the physical nature, condition, extent, area, etc. of the said property(ies) / immovable assets.
- The Bidder(s) are bound by the principle of 'Caveat Emptor' (Let the buyer beware).
- Complaints, if any, in the matter of inspection shall immediately be brought to the notice of the Bank.
- The Bidder(s) may inspect the property(ies) / Immovable Assets for sale at their own cost and expenses.

Note : The prospective Bidder(s) will have to comply with the guidelines if any, issued by the Society where the property(ies) / immovable assets are for sale is situated regarding inspection of the site. Such visit / inspection of documents will be subject to the restrictions / conditions, if any, which may be imposed / applicable on the relevant date and time due to lockdown / curfew / limit on the number of persons allowed in the said premises where the said property(ies) / immovable assets for sale is situated in view of the ongoing Covid pandemic. SIDBI will not be responsible for inability of any person to visit the site / inspect the documents due to any such restriction / events attributed to Act of God / unforeseen developments and the like.

4. Inspection of Title Deeds

The Bidders may inspect and verify the copies of title deeds and other documents relating to the property(ies) / immovable assets for sale available with the Bank.

5. Submissions of bid forms-

- The Bid(s) in the prescribed format given in the tender document, shall be submitted "online" in the proforma provided in **e-auction portal**(will be informed to the bidders). The Bid(s) submitted otherwise shall not be eligible for consideration and will be summarily rejected.
- The Bid(s) shall be submitted online before the last date and time given in the Public Sale Notice / Tender document / this RfP.
- The Bid(s) form shall be duly filled in with all the relevant details.
- The Bidder(s) studying abroad / NRIs / PIOs / Bidders holding dual citizenship must submit photo page of his/her valid Indian Passport.
- Incomplete / unsigned bid(s) without Earnest Money Deposit remittance details will be summarily rejected. NRI Bidder(s) must necessarily enclose a copy of photo page of his / her passport and route their bid duly endorsed by Indian Mission.

- Self – attested copy of PAN Card, Passport, Voter’s ID, Valid Driving License or Photo Identity Card issued by Govt. and PSUs will be accepted as the identity document and should be submitted alongwith the bid form.
- Original Identity Document, copy of which is submitted along with the bid form must be produced on demand.

6. Earnest Money Deposit (EMD) –

- The bid shall be accompanied by the EMD as specified in the public Sale Notice / Tender Document
- The EMD and other deposits shall be remitted through NEFT / RTGS Transfer to **State Bank of India Current Account Number -37832223406// Branch : New Delhi K G M(50191)// Name of the Account : Small Industries Development Bank of India // IFSC: SBIN0050191**
- The Bidder(s) should not disclose the remittance details of EMD, UTR, etc. to anyone in order to safeguard its society.
- The Bidder(s) shall preserve the remittance challan and shall produce the same as and when demanded.
- The Bid form without the prescribed EMD shall be summarily rejected.
- All details regarding remittance of EMD shall be entered in the bid form.
- The EMD, either in part or in full, is liable for forfeiture in case of default.

7. Bid Multiplier

The Bidder(s) shall increase their bids in multiples of the amount specified in the Sale Notice.

8. Duration of e-Auction Sale

- The e-Auction sale / Online auction will start automatically on and at the time given in the public Sale Notice / Tender Document
- The Auction / Bidding time will initially be for a period of one hour and if the bidding continues, the bidding process will get automatically extended by five minutes duration each and kept open till the e-Auction Sale concludes.
- ▶ 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 is higher than the last quoted highest bid is received within the said extended five minutes, the e-Auction Sale will automatically get closed at the expiry of the extended five minutes. There will thus be an extension of

bidding – time each of five minutes duration till the e-Auction Sale is concluded.

- ▶ The Bidders are advised to enter their bid accordingly keeping in mind the five minutes duration.
- ▶ No complaint on time-factor or paucity of time for bidding will be entertained by the Bank.

9. Online Bidding

- ▶ The e-Auction / E-bidding will be conducted only online through the portal provided by the service provider
- ▶ In case of a sole bidder, the e-Auction sale may be accepted or deferred and the property be brought for resale or otherwise sale will be deferred or cancelled.
- ▶ The Bidders are cautioned to be careful while entering their bid amount and to check for alteration, if any, before confirming the same.
- ▶ No request / complaint of wrong bidding will be entertained for cancelling the e-Auction sale and in such a case the EMD in full will be forfeited
- ▶ The Bidder(s) may, subject to conditions of the online service provided, may avail pre-auction training and / or for demo/mock e-Auction-sale.

10. Declaration of successful bidder and deposit by highest bidder

Upon completion of the e-Auction sale, the highest bidder shall on the same day of auction, or not later than the next working day, as the case may be, **pay or deposit of 25% (twenty five per cent) of the amount of Sale Price, which is inclusive of Earnest Money Deposited, if any, with the Bank** and in default of such deposit, the EMD and any part payment shall be forfeited and property shall be sold again.

➤ The Account number for such deposit is: **State Bank of India Current Account Number -37832223406// Branch : New Delhi K G M(50191)// Name of the Account : Small Industries Development Bank of India // IFSC: SBIN0050191**

Within fifteen (15) days from receipt of the 25% (twenty five per cent) of the auction sale consideration, the e-Auction Sale shall be confirmed in favour of the Purchaser / Bidder who has offered the highest sale price in his bid or tender or quotation or offered the highest sale price in his bid or tender or quotation or offer to the Bank, and has fulfilled other conditions by a Letter of Confirmation designating him as the Successful Bidder by the Competent Authority of the Bank, and the balance 75% (seventy five per cent) of the auction sale consideration shall be demanded from the Successful Bidder which he shall have to pay mandatorily within thirty days from the date of receipt of such letter of

confirmation.

All intimations to the Bidder(s)/successful bidder will be primarily through e-mail by the Service Provider / Bank (at the e-mail address provided by the Bidder(s) to the Bank). The date of sending the e-mail will be considered as the date of intimation. If no intimation reaches, the Bidder(s) are expected to take efforts to ascertain the status from the Bank. Non-receipt of intimation should not be an excuse for default / nonpayment.

11. Deposit of purchase price by successful bidder

The balance 75% (seventy-five per cent) amount of the final auction sale consideration/purchase money shall be mandatorily paid by the successful bidder within 30th day (thirtieth day) from the date of Letter of Confirmation (date of intimation) being sent to the successful bidder by the Bank demanding the said balance sale consideration. The date of sending the e-mail by Bank will be considered as the date of intimation. It is clarified that failure/default in making payment of this balance 75% (seventy-five per cent) amount of the final auction sale consideration / purchase money within the 30th day (thirtieth day) as specified in this paragraph, the EMD / and other amount(s) deposited by the successful bidder with the Bank shall be forfeited without any further notice.

The Bank at its sole discretion and without being obliged or bound to do so, may grant up to ninety days extension (inclusive of the initial 30 days period) for making payment towards the balance sale consideration upon receipt of such written request from the successful bidder. Such request is to be communicated to Bank before the expiry of the initial 30 days period contemplated in the letter of confirmation along with sufficient cogent and verifiable reasons for the same. It is clarified that the extension, if any considered by Bank will be granted once and upon failure in making payment during this extended period the entire amount deposited by the successful bidder with the Bank shall be forfeited.

12. Default in payment

► The default by a bidder in payment of 25% (twenty five per cent) of bid amount (including EMD) on the same day of auction or the next working day as stated in the preceding paragraphs and payment of 75% (seventy five per cent) of balance bid amount within the stipulated time frame (including extended time period, if any) as stated in the preceding paragraphs shall render the sale cancelled automatically without any notice and the EMD and any other monies paid by the successful bidder shall be forfeited by the Bank and no claim whatsoever shall be raised by the Bidder.

13. Remittance of TDS in applicable cases

It shall be the responsibility of the successful bidder to remit the TDS at applicable rate (u/s 1-A of Income Tax Act, 1961) in cases where the aggregate of the sums credited or paid for such consideration is Rs.50 lakhs or more. TDS should be filed online by filling form 26GB and TDS Certificate to be issued inform 16B. The Successful Bidder has to produce the proof of having deposited the Income Tax into the Government Account.

Bank reserves its right to refuse, to execute and / or register the Sale Deed relating to the property, until such time that the successful bidder submits documentary evidence supporting the payment of TDS as above.

14. Sale Deed / Payment of Stamp Duty

Only upon payment of the entire sale consideration / bid amount the Sale Deed / Conveyance Deed will be executed by the Authorised Signatory of the Bank with the successful bidder whose name / names are mentioned in the bid form.

No request for inclusion / substitution of names in the Sale Deed / Conveyance Deed other than those mentioned in the bid form will be allowed or entertained. Further, it is to be noted that any dispute in this regard will result in forfeiture of the amount deposited with the Bank and to proceed with Sale for the property(ies) / immovable assets in the manner as deemed fit & proper by the Bank.

▶ The Stamp Duty, Registration Charges, etc. as per relevant laws for the Sale Deed / Conveyance Deed as well as any incidental / miscellaneous charges / fees / cess or the like shall be borne by the Successful bidder only.

▶ The Sale Deed / Conveyance Deed will not be executed pending operation of any stay / injunction / restraint order, passed by any Court / Tribunal / Forum against the e-Auction process or otherwise.

▶ The deposit made by the successful bidder pending execution of sale deed, will be kept in non-interest bearing deposit account

▶ The successful bidder shall not be entitled to withdraw his offer / bid for any reason whatsoever and no request of deposit either in part or full / cancellation of Sale, at the instance of the successful bidder will be entertained.

15. Return of EMD

▶ The **EMD of unsuccessful Bidders will be returned within 30 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.

- ▶ Unsuccessful bidders shall ensure return of their EMD and if not received, in that event immediately to contact the Bank for refund of same.
- ▶ 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

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

Only in the event of cancellation of the e-auction sale at the instance of the Bank, the Successful-Purchaser would be entitled to receive refund of all amounts paid by him/them, under the E-Auction.

17. Delivery of Title Deeds

It is hereby clarified that the original Title Deed/s (list where of can be ascertained by the bidders from the Bank) of the properties put for E-Auction Sale, shall be handed over by the Bank to the Successful Bidder, on receipt of the entire auction sale consideration and after execution and registration of the.Sale Deed.

18. Delivery of possession

The property(ies) under the 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 upon completion of all the legal formalities.

19. Jurisdiction

- ▶ Legal jurisdiction of the E-Auction sale process shall be respective locations of the properties considered to be sold.
- ▶ The Bidder(s) are requested to adhere to the law/guidelines applicable to this sale process/sale transaction.

20. Other Conditions

- a. The Bank will be at liberty to amend/modify/delete any of the conditions contained in this RfP and advertisements, as may be deemed necessary, in the

light of the facts and circumstances of each case.

- b. The Bank reserves the right to accept or reject all or any bids or bids without assigning any reason and to postpone or cancel the e-Auction Sale without assigning any reason.
- c. The Bidder(s) shall be deemed to have read and understood all the conditions of E-Auction Sale and are bound by the same.
- d. No counteroffer / conditional offer/conditions by the Bidder(s) and/or successful-Bidder will be entertained.
- e. The Bid document is not transferable.
- f. The Bidder(s) are requested to please note that no furniture & fixture is part of the properties) for E-Auction Sale.
- g. The Bank shall remove all furniture/fixtures/partitions. etc., if any, before handing over the property to successful Bidder.
- h. All correspondence and documents. Relating to E -Auction shall be preferably in English Language.
- i. The Bid cannot be submitted by a consortium of bidders.
- j. The Bidder submitting the Bid should be qualified to bid under the applicable Laws/Regulations and guidelines of Statutory/Regulatory/Governmental Authorities.
- k. The Bidder should have all statutory, regulatory approvals and corporate authorisation to s u b m i t its Bid.
- l. If any information provided by the Bidder is found and or proved to be incorrect or misleading, such bid shall be rejected or disqualified summarily.
- m. The Bidder should have no recourse to the Bank post transfer of ownership rights of the property concerned.
- n. The Bidder shall thoroughly satisfy themselves of the nature, condition and quality of the Property and its physical condition, title to the Property. The Bank gives no guarantee or warranty as to the physical condition of the Property/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 at any given point of time.
- o. All the outgoing like property tax, electricity/water charges/ maintenance charges, etc, and other expenses will be borne by the Successful Bidder from the date when

Bank conveys its readiness to the Successful Bidder to hand over of possession of the Property.

Any dues pertaining to the Property for Sale prior to the said date when Bank conveys its readiness to handover possession will be borne by SIDBI. Where dues are calculated on annual basis, the successful Bidder will have to bear pro-rata dues from the date when Bank conveys its readiness to handover the possession to the Successful Bidder.

- p) The transfer fees/registration charges or transfer premium and any other charges or contributions or outgoings and all other expenses whatsoever it may be and whatever name it is called and which is demanded by and/or payable to the Society or to any entity/ authorities person etc., whosoever for transfer of the above mentioned premises would be borne and paid by the Successful Bidder.
- q) The bid amount shall be excluding the amount, if any, payable towards tax. GST, Stamp Duty, Registration Charges. other levies etc.
- r) It shall be the responsibility of the Successful Bidder to get the Property(ies) registered in its name in records of the concerned authorities. The NOC required for registration of the Property from Collector Office/Society/Appropriate Authority shall be the responsibility of the Successful Bidder. Any payment to be made to Collector Office/Society/Appropriate Authority shall be borne by the Successful Bidder and such payments are not part of the sale consideration.
- s) In case of any doubt regarding the Bid document, the decision of the Bank shall be final and binding on all the Bidders.

A. Technical terms & conditions of E-Auction Sale

1. The prospective Bidder has to register with the "online" service provider at the web portal (will be informed later to the bidders).
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. The 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. The 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 on line service provider will provide online training if required by the bidders at 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 in 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 passed by any Court/Tribunal/Forum 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/Bidder(s) concerned of having declared successful in the E-Auction Sale will primarily be sent to them through e-mail at the e-mail address provided by the Bidder(s) to the Bank. The date of sending the e-mail will be considered as date of intimation.
11. If no intimation reaches for reasons beyond the control of the Bank, the Bidder(s) are required to take efforts to ascertain the status. Non-receipt of Intimation shall not be a ground for non-payment or delayed payment. The 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. Special Instructions/ Caution:

Bidding in the last minutes/seconds should be avoided by the bidders in their own interest. Neither SIDBI nor the Service Provider will be responsible for any lapses/failure (Internet failure, Power failure, etc;) on the part of the bidder in such cases. In order to ward off such contingent situation, bidders are requested to make all the necessary arrangements / alternatives such as back-up power supply and whatever else required so that they are able to circumvent such situation and are able to participate in the auction successfully.

Notice for Sale

E-Auction Sale Notice for Bank's owned Residential Property(ies)/Immovable Assets.

Notice of sale is hereby given to the General Public at large that the Bank's property(ies)/immovable assets whose details are given at Annexure I which are owned and under physical possession of SIDBI will be sold on "As is where is basis and whatever it is basis".

Other Terms & Conditions

1. The E-Auction Sale will be conducted "On-line" through the Bank's approved service provider E- Procurement Technologies Ltd. at the web portal (will be informed later) on the date and time decided by the Bank.
2. The incremental value of the Bid amount during the bid process will be **Rs. 25,000/- (Rupees Twenty-five thousand only)**.
3. The intending Purchasers/Bidders to please visit the Bank's website at <https://sidbi.in> for obtaining the E-Auction tender documents containing online E-Auction bid form, Declaration, General & Technical Terms and Conditions etc., of the e-Auction Sale. For details in this regard, kindly contact **cheekirimillik@sidbi and manashati@sidbi.in** SIDBI.
4. The intending Purchasers/Bidders are required to get themselves registered on (will be informed later) for participation in the bid process.
5. The property(ies)/immovable assets under Auction can be inspected from 04.10.2022 11:00 AM to 28.10.2022 till 16:00 hrs with prior arrangement with Bank Officials. The time of visit may have to be varied subject to conditions, if any, imposed by the Society where the Flat(s) are situated. To the best of knowledge and belief of the Bank, there are no known encumbrances and litigations pending on the said properties. However, the intending Bidder(s) are advised to carry out their own due diligence and should make their own independent inquiries regarding the encumbrances, title of property put on auction and claims/rights/dues/affecting the property, prior to submitting their bid. The E- Auction advertisement does not constitute and will not be deemed to constitute any commitment or any representation of the Bank. The Bank shall not be responsible in any way for any third party claims/rights/dues.

6. It shall be the responsibility of the interested Bidder(s) to inspect and satisfy themselves about the property before submission of the bid. It is clarified that the only Title Deed/s (originals) (list whereof can be obtained by the bidders from the Bank) of the properties put for e-Auction Sale, as are available with the Bank, shall be handed to the Successful bidder, on receipt of the entire auction sale consideration and execution and registration of the Sale Deed.

The intending Purchasers/Bidders are required to deposit cost of tender document and

EMD amount through NEFT/RTGS in **State Bank of India Current Account Number -**

37832223406// Branch : New Delhi K G M(50191)// Name of the Account : Small

Industries Development Bank of India // IFSC: SBIN0050191

7. ∴ The payment details should mention the property under auction within the last date fixed for online registration. Failure to register online, as per details given here, will render the prospective bidder ineligible from participating in the online E-Auction even if they have deposited tender/EMD amount.
8. The Bidder(s) shall hold a valid e-mail ID as all the relevant information from Bank and allotment or ID & Password by E-Auction Vendor, maybe conveyed through e-mail ONLY.
9. The intending Bidder(s) along with the E-Auction Bid Form, **shall also submit** the evidence for EMD deposit like UTR number along with Request Letter (for participation in the E-Auction, and self-attested copies of (ii Proof of identification {KYC} viz. Voter ID Card / Driving License / passport etc. / Current Address - Proof for communication, (iii) PAN Card of the bidder, (iv) valid e-mail ID, (v) contact number (Mobile/Land line) of the bidder (vi) *Application-Form* (as per specified format given below) and (vii) Declaration (as per specified format given below) to the following address "**DGM, SIDBI, Premises Department, 11th Floor, Atma Ram House, 1 Tolstoy Marg, New Delhi – 110 001, by 31 October 2022 up till 1500 Hrs.** In absence of receipt of hard-copies of these documents by Bank, intended bidders may not be allowed to bid in the online-auction. Scanned copies of the original of these documents shall also be submitted to E-Procurement Technologies Ltd (E-Auction website) after getting registration. The Property(ies)/immovable Assets for Sale is accessible by way of public transport system and all the civic amenities & infrastructure facilities are available.
10. The Property(ies)/immovable Assets for Sale is situated in well-developed and at good location
11. A Bidder willing to bid for multiple Property(ies) on sale has to submit bids separately.
12. The names of the Eligible Bidders, will be identified by SIDBI to participate in the E-Auction

Sale on the portal.

- 13.** The Earnest Money Deposit (EMD) of the successful bidder shall be retained towards part sale consideration and the EMD of unsuccessful bidders shall be refunded. The Earnest Money Deposit shall not bear any interest. The highest bidder **shall have to deposit 25% (twenty-five per cent) of the sale price, inclusive of Earnest Money Deposit (EMD), immediately i.e. on the same day or not later than next working day, as the case may be, of the auction sale.** The balance 75% (seventy five per cent) amount out of sale consideration/ purchase money shall be paid by the successful bidder on or before the thirtieth (30) day from date of letter of confirmation, sent to him *by* the Bank demanding the said balance sale consideration. Default in deposit of amount by the successful bidder would entail forfeiture of the whole money already deposited and the property(ies) shall be put to re- auction and the defaulting Bidder shall have no claim/right in respect of property/amount.

The highest/successful bidder will not be entitled to withdraw his offer/ bid for any reason whatsoever including for having not received the letter of confirmation and demand of payment of the balance 75% sale consideration.

The Bank at its sole discretion without being obliged or bound to do so, may grant up to ninety (90) days extension for making payment towards the balance sale consideration upon such request being made before the expiry of the initial prescribed period of thirty (30) days. It is clarified that the extension will be granted once and failure of making payment during this extended period will result in forfeiture of the entire amount deposited by the bidder with the Bank.

- 15.** It shall be the responsibility of the Successful Bidder to remit the TDS as applicable u/s 194 I-A in cases where the aggregate of the sums credited or paid for such consideration is Rs.50 lakh 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.
- 16.** The prospective qualified Bidder(s) may avail **online training on E-Auction** prior to the date of E-Auction Sale. Neither SIDBI nor E-Auction Vendor/Service Provider will be held responsible for any Internet Network problem/Power failure/any other technical lapses/failure etc. In order to ward-off such contingent situation the interested Bidder(s) are requested to

ensure that they are technically well equipped with adequate power back- up etc., for successfully participating in the E-Auction Sale.

17. The successful Bidder/Purchaser shall bear the applicable stamp duty/ additional stamp duty/transfer charges fees etc., and also all the statutory/ non-statutory dues, taxes rates assessment charges, fees, etc. owing to anybody.
18. The Bank is not bound to accept the highest offer and has the absolute right to accept or reject any or all offer(s) or adjourn/postpone/cancel the E-Auction Sale or withdraw any property or portion thereof from the auction proceedings at any stage without assigning any reason therefor.
19. The Sale Deed/Conveyance Deed will be executed in the name of the Purchaser(s)/Applicant (s) only and will not be issued in any other name(s).
20. The physical possession of the property(ies) shall be handed over to the successful Bidder only after execution of Sale Deed/Conveyance Deed. The Bank shall neither be responsible for any delay in this regard nor liable for payment of any interest on the deposited amount.
21. The Bank shall not be responsible for payment of any interest on the deposited amount or any Stay or Cancellation or Modification due to any Court Order.
22. In case of any confusion pertaining to interpretation of what is stated in this Notice, the English version of the Notice read with the RfP and the advertisement published in newspapers (English version) shall be final.

Note: If a holiday is declared on the date fixed for E-Auction Sale, the E-Auction Sale will be presumed to have been postponed and the next date will be hosted at Bank's website only and no written communication will be sent.

Authorised Signatory

Place: New Delhi

Format of Application Form

APPLICATION FORM

BID OFFER FOR PURCHASE OF BANK'S OWN RESIDENTIAL PROPERTIES

To

DGM, Premises

SIDBI, 11th Floor, Atma Ram House

1 Tolstoy Marg

New Delhi-110 001

Sir,

With reference to your e-Auction Sale RfP bearing reference no. _____ dated _____, as amended/modified, I/we hereby apply for the same as per details given below:-

1	Name of the bidding PSU / PSB / Govt. Institutions / Private Institutions / Individual	
2	Regd. Office / Permanent Address	
3	Corporate Office / Present Address (for any communication)	
4	Present nature of business	
5	Whether business is of Central Government Ministries / Depts / Autonomous Bodies under Central Government / CPSEs / PSBs etc.	
6	Name of the Authorised Representative (incase of PSU / PSB / Govt Institutions / Private Institutions) or Power of Attorney holder (incase of individual)	
6.1	Designation of Authorised Representative (Incise of PSU / PSB / Govt Institutions / Private Institutions	

6.2.	Address	
6.3	Mobile / landline number	
6.4.	E-mail address	
6.5.	Details of the authority vested with the applicant for making the offer	
7	Whether the Bidding PSU / PSB / Govt. Institutions is Income Tax Assessee, if so, give PAN details	
8	Do you have any transaction / liabilities / dealings with SIDBI or its subsidiary companies and if so, details thereof.	
9	Property code for which bid is submitted	
10	Date of submission of bid	
11	Whether EMD remitted (yes / no)	
12	EMD remittance details	
	a.Date of remittance	
	b Name of Bank	
	c Branch	
	d Account No.	
	e IFSC	
	f UTR No.	
	g Amount	

I/We (Name, designation & address) _____ have gone through the terms & conditions for E-Auction Sale of the property{ies) and quote our acceptable amount towards the total Sale consideration and abide by the terms and conditions. of E-Auction Sale specified by SIDBI. It is agreed and undertaken that I/We shall not dispute any of the terms & Conditions of this Request For Proposal before any fora of law.

Date: _____ **Signature of the Applicant / Bidder**

Place: _____ **with Seal**

FORMAT OF DECLARATION

DECLARATION

Date :

To,
DGM(Premises)
SIDBI
11th floor, Atma Ram House
1, Tolstoy Marg
New Delhi-110 001

1. I/We, the Bidder(s) aforesaid, do hereby state that, I / We have read the entire terms and conditions of the E-Auction sale and understood them fully. I/We hereby unconditionally agree to confirm with and shall be bound by the said terms and conditions and agree to take part in the E-Auction Sale.
2. I/We, the Bidder(s) aforesaid do hereby state that I/We have carried out due diligence and inspected the property and duly verified the encumbrances title of property put on E-Auction and claims / rights / dues affecting the property(ies) prior to submitting the bid.
3. I/We, the Bidder/s aforesaid, do hereby state I/We shall not hold the Bank responsible in any way for any such claims / rights / dues, etc.
4. I/We declare that the Earnest Money Deposit and other deposit towards the sale consideration were made by me / us as against my / our bid and that the particulars of the remittance given by me / us in the bid form are true and correct.
5. I/We further declare that the information received 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 Earnest Money Deposit 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 time.
6. I / We also agree that after my / our offer given in my / our bid for purchase of the property(ies)

/ immovable assets is accepted by the Bank and I/We fail to accept or act upon the terms and conditions of the sole or am / are not able to complete the transaction within the time limit specified for any reason whatsoever and / or fail to fulfil any / all the terms and conditions of the bid and offer letter, the Earnest Money Deposit and any other monies paid by me / us along with the bid and thereafter are liable to be forfeited.

7. I/We also undertake to abide by the additional conditions, if announced during the E-Auction Sale including the announcement of correcting and / or additions or deletions of the terms and conditions of the property(ies) being offered for e-Auction Sale.
8. The decision taken by the Bank in all respect shall be binding on me / us at all times.

Signature

Name:

Address:

Email id

Mobile No.

Annexure I

Property Address (All 2 BHK)	Built-up area (sq. ft.)	Built- up area (sq. mtr.)	Reserv e price (Rs. in lakh)	EMD amoun t (Rs. in lakh)																																
Divya Jyoti Apartment; Sector 19; Rohini; New Delhi (15 flats)	830 each	77.14 each	99.60 each	9.96 each																																
<table border="1"><thead><tr><th>Property id</th><th>Flat No</th></tr></thead><tbody><tr><td>1 (A)</td><td>C 289 (GF)</td></tr><tr><td>1 (B)</td><td>C 291 (FF)</td></tr><tr><td>1 (C)</td><td>C 292 (FF)</td></tr><tr><td>1 (D)</td><td>C 297 (GF)</td></tr><tr><td>1 (E)</td><td>C 305 (GF)</td></tr><tr><td>1 (F)</td><td>C 313 (GF)</td></tr><tr><td>1 (G)</td><td>C 315 (FF)</td></tr><tr><td>1 (H)</td><td>C 322 (GF)</td></tr><tr><td>1 (I)</td><td>C 323 (FF)</td></tr><tr><td>1 (J)</td><td>C 324 (FF)</td></tr><tr><td>1 (K)</td><td>C 331 (FF)</td></tr><tr><td>1 (L)</td><td>C 337 (GF)</td></tr><tr><td>1 (M)</td><td>C 345 (GF)</td></tr><tr><td>1 (N)</td><td>C 346 (GF)</td></tr><tr><td>1 (O)</td><td>C 347 (FF)</td></tr></tbody></table>	Property id	Flat No	1 (A)	C 289 (GF)	1 (B)	C 291 (FF)	1 (C)	C 292 (FF)	1 (D)	C 297 (GF)	1 (E)	C 305 (GF)	1 (F)	C 313 (GF)	1 (G)	C 315 (FF)	1 (H)	C 322 (GF)	1 (I)	C 323 (FF)	1 (J)	C 324 (FF)	1 (K)	C 331 (FF)	1 (L)	C 337 (GF)	1 (M)	C 345 (GF)	1 (N)	C 346 (GF)	1 (O)	C 347 (FF)				
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