



TOURISM FINANCE CORPORATION OF INDIA LTD.

13th Floor, IFCI Tower, 61 Nehru Place, New Delhi 110019

Phone: +91-11-26291151, Fax: +91-11-26291152

Website: www.tfcilttd.com CIN L65910DL1989PLC034812

BID DOCUMENT

FOR SALE OF SECURED ASSETS KNOWN AS

THE TAJ GATEWAY HOTEL

SITUATED AT

RAIPUR, CHATTISGARH

AND MORTGAGED WITH

TOURISM FINANCE CORPORATION OF INDIA LTD.

AND

YES BANK LTD.

FOR THE FINANCIAL FACILITY AVAILED BY

VICON IMPERIAL (I) PVT. LTD.

By Authorised Officer : Shri N Ramachandran, DGM, TFCI

Under

**The Securitisation and Reconstruction of Financial Assets and
Enforcement of Security Interest Act, 2002 read with
The Security Interest (Enforcement) Rules, 2002**

COPY OF POSSESSION NOTICE



Tourism Finance Corporation of India Ltd.

IFCI Tower
13th Floor
61 Nehru Place
New Delhi - 110019

Tel. : +91-11-26291151
Fax : +91 11 26291152
E-mail : ho@tfcilt.com
Web : www.tfcilt.com
CIN : L65910DL1989PLC034812

POSSESSION NOTICE

Whereas the undersigned being the Authorized Officer of the **Tourism Finance Corporation of India Ltd.(TFCI)** under Securitization And Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002 and in exercise of powers conferred under Section 13(12) read with Rule 8 of the Security Interest (Enforcement) Rules 2002, issued demand Notice dated 06-05-2016 calling upon the borrower M/s Vicon Imperial (I) Pvt. Ltd. and the mortgagors/ guarantors Mr. Vimal Jain, Mr. Varun Jain, Mr. Vaibhav Jain, Vicon Automobiles Pvt.Ltd. and Vicon Developers Pvt. Ltd. to pay the amount mentioned in the said notice/s being Rs.32,20,61,059/- (Rupees Thirty Two Crores Twenty Lakhs Sixty One Thousand Fifty Nine Only) due as on 30-04-2016 together with further interest thereon till payment or realization, within 60 days thereof.

The borrower and the guarantors/mortgagors having failed to repay the amount, notice is hereby given to the borrower, guarantors/mortgagors and the public in general, that the undersigned as the Authorised Officer of TFCI and on behalf Yes Bank Ltd. (YBL), has taken symbolic possession of the following properties in exercise of powers conferred on him under section 13 (4) of the said Act, read with Rule 8 & 9 of the said Rules on the 18th August, 2016 for recovery of following amounts due to TFCI and YBL :

TFCI	-	Rs.32,20,61,059/-	due as on 30-04-2016
YBL	-	Rs.35,64,93,404.85	due as on 03-07-2016

Description Of The Immovable Properties

Company's land admeasuring 14164 sq.mtrs. and building thereon bearing Khasra No.227/4, 227/5 and 228/8, Ward No.28, Patwari Halka No.113, Village Labhandih, PC No.36 GE Road, Raipur, Chhattisgarh State, together with all buildings, structures, erections, etc. constructed and/or to be constructed thereon, both present and future, and the plant and machinery attached to the earth or permanently fastened to anything attached to the earth, fixtures and fittings erected/installed or to be erected/ installed thereon and every part thereof.

The borrower and the guarantors/mortgagors in particular and the public in general are hereby cautioned not to deal with the said properties or any part thereof and any dealing with the property will be subject to the charge of Tourism Finance Corporation of India Ltd., for an amount of Rs.32,20,61,059/- (Rupees Thirty Two Crores Twenty Lakhs Sixty One Thousand Fifty Nine Only) due as on 30-04-2016 and Yes Bank Ltd. for an amount of Rs.35,64,93,404.85 (Rupees Thirty Five Crores Sixty Four Lakhs Ninety Three Thousand Four Hundred Four and Eighty Five Paise Only) due as on 03-7-2016, together with further applicable interest thereon till payment or realisation.

Place : Raipur.
Date : 18-08-2016

*Removed
from
18/8/16.*

18/8/16
(N. RAMACHANDRAN)
Dy. General Manager
& Authorised Officer
Tourism Finance Corporation of India Ltd.
IFCI Tower, 61, Nehru Place, New Delhi-110019

COPY OF SALE NOTICE



TOURISM FINANCE CORPORATION OF INDIA LTD.
 13th Floor, IFCI Tower, 61 Nehru Place, New Delhi 110019 Ph: +91-11-26291151, 26291230,
 Fax: +91-11-26291152, CIN : L65910DL1989PLC034812, Website: www.tfciltid.com

NOTICE FOR SALE

The Authorised Officer (AO) of Tourism Finance Corporation of India Ltd., New Delhi acting for TFCI and on behalf of Yes Bank Ltd. (YBL) under the Securitisation and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002, invites Bids/Offers through e-auction for sale of the following secured assets belonging to the Company in the Loan Account of Vicon Imperial (I) Pvt. Ltd. under the provisions of the said Act read with the Security Interest (Enforcement) Rules, 2002, symbolic possession whereof was taken by the AO on 18.08-2016. Whereas sale of the secured asset/s has to be made through e-auction for recovery of the secured debt due to TFCI and YBL given hereunder, plus future interest, costs and charges incurred by TFCI and YBL thereon on AS IS WHERE IS AND WHAT IS THERE IS BASIS, through e-auction. The General Public is invited to bid either personally or by duly authorised official. The Auction sale will be through online E-auctioning through portal www.e-auctions.in.

BRIEF DESCRIPTION OF PROPERTY/SECURED ASSETS:

All that pieces and parcels of land admeasuring 14164 sq.mtrs. and buildings thereon presently known as The Taj Gateway Hotel bearing Khassa No.227/A, 227/B and 228/B, Ward No.28, Patwari Halka No.113, Village Labhandh, PC No.36 GE Road, Raipur, Chhattisgarh State, together with all buildings, structures, erections, etc. constructed and/or to be constructed thereon, both present and future, and the plant and machinery attached to the earth or permanently fastened to anything attached to the earth, fixtures and fittings erected/installed or to be erected/installed thereon and every part thereof.

2. The details of the secured lenders and its outstanding dues are as under.

Name of the secured lender	Dues position As on	Amount
Tourism Finance Corporation of India Ltd.	30.04.2016	Rs. 32,20,61,059/-
Yes Bank Ltd.	30.04.2016	Rs. 36,26,64,899/-

3. The details of Assets, Reserve Price, EMD etc.

Description of Secured Asset	Reserve Price (Rs. In crore)	Amount of EMD (Rs. In crore)	Date/Time of Deposit of EMD	Date/Time of E-Auction	Amount of Increment Extension of Time
As above.	Rs. 80.00	Rs. 8.00	04.11.2016 16.00 Hrs.	07.11.2016 11.00-12.00 Noon	Rs. 1.00 lakh 10 minutes

The detailed Terms & Conditions of the E-Auction are available on www.tfciltid.com / www.e-auctions.in which may please be perused.

Important Terms and condition of e-Auction Sale:

1. e-Auction will be upto the date & time mentioned in the e auction notice, with extensions of 10 Minutes each for bid increment. 2. Date and time of inspection of the securities and the related papers can be decided in co-ordination with the AO, TFCI. 3. If the borrower/mortgagor pays in full the amount due, before the date of acceptance of bid by TFCI, the Bid/s will not be acted upon. 4. The Authorised Officer reserves the right to accept any or reject all bid/s, if not found acceptable or to postpone the auction at any time without assigning any reason whatsoever and his decision in this regard shall be final. 5. Earnest money deposit shall be paid by D.D /Pay Order drawn on any Nationalised / Scheduled Commercial Bank (other than co-operative banks) drawn in favour of Tourism Finance Corporation of India Ltd. The EMD received late for any reason whatsoever will not be entertained. The EMD can also be paid through NEFT / RTGS in account of Tourism Finance Corporation of India Ltd., HDFC Bank Ltd. G-304, Suryakiran Building, No.19, KG Marg, New Delhi-110001, Current A/c No.00030350001091 RTGS/NEFT IFSC Code : HDFC0000003. 6. The initial deposit (25% of amount of bid as accepted by TFCI including the EMD) shall be paid by 17.00 Hrs. on the same day of acceptance of highest bid by Secured Creditor in respect of sale or within the extended time upto 1700 hrs. on next day if allowed by the Authorized officer, failing which the EMD will be forfeited and the property shall be sold again and the defaulting bidder shall forfeit all claims to purchase the property. After such forfeiture, the AO may, at his absolute discretion, may consider the second highest bidder and confirm the sale in its favour after receipt of 25% of the offer price as above. 7. Balance 75% of the bid amount shall be paid within 15 (fifteen) days from the date of confirmation of sale or such extended period as may be agreed in writing by the AO at his discretion failing which the amount deposited by the bidder shall be forfeited. 8. There are no encumbrances known to the secured creditor. The Authorized Officer shall not be responsible for any charges, lien, encumbrances, property tax or any other dues to the Govt. or any other authority in respect of the properties under sale. 9. The successful bidder/s shall bear exclusively all the charges/taxes/rates/duties payable for conveyance/transfer, any other known/unknown liability, expenses, property tax, any other dues to the Govt. or any other authority in respect of properties/assets sold. 10. The sale is subject to confirmation by the secured creditors. The Sale Certificate shall be issued in the same name by whom the bid/tender was submitted. 11. The Bidder shall submit along with EMD, copy of PAN Card, Address Proof details & Email ID along with application to participate in the e-auction. The bidders other than individuals shall also submit proper mandates/resolutions/authorisation for bidding. 12. The secured asset will not be sold below the reserve price. Bidder has to bid at least one increment above the Reserve Price. The auction sale will be "online through e-auction" portal <http://www.e-auctions.in>. 13. The interested bidders are required to register themselves with the portal and obtain login ID and Password well in advance, which is mandatory for e-bidding, from M/s Nextenders (I) Pvt. Ltd. The helpdesk No. of service provider is 020-30187500/09167246751, email-support.auctions@nextenders.com. 14. The bidders are also advised to go through the portal www.tfciltid.com for detailed terms and conditions for e-auction sale before submitting their bids and taking part in the e-auction sale proceedings or contact Shri N. Ramchandran (9911194397), DGM. 15. The EMD will be refunded to the unsuccessful bidders within 2 days from the date of e-auction and the bidders will not be entitled to claim any interest, costs, expenses and any other charges (if any). 16. TFCI shall not be liable for any disruption due to technical reasons or reasons beyond the control affecting the e-auction. 17. The bidders shall be deemed to have satisfied themselves about the title to the assets bid. 18. Every bidder has to login at begin time necessarily. The E-Auction will be closed if no incremental bid is received in given time.

Date : 03.10.2016
 Place : New Delhi

Sd/-
 Authorised Officer



BID DOCUMENT FOR SALE OF SECURED ASSETS SITUATED AT RAIPUR, CHHATISGARH, MORTGAGED WITH TOURISM FINANCE CORPORATION OF INDIA LTD. (TFCI) AND YES BANK LTD. (YBL) FOR THE FINANCIAL ASSISTANCE AVAILED BY M/S VICON IMPERIAL PVT. LTD.

1. INTRODUCTION

Bids through e-Auction are invited by Authorised Officer, TFCI, TFCI acting for itself and on behalf of Yes Bank Ltd. (YBL) on "AS IS WHERE IS" AND "WHAT IS THERE IS BASIS" for purchase of properties mortgaged by M/s Vicon Imperial (I) Pvt. Ltd. (VIPL) situated at Raipur, Chhatisgarh. The outstanding dues of TFCI and YBL are as under :

Name of the secured lender	Dues position As on	Amount
Tourism Finance Corporation of India Ltd.	30-04-2016	Rs.32,20,61,059/-
Yes Bank Ltd.	03-07-2016	Rs.35,64,93,404.85

together with further interest from the said date/s at the contractual rates & other debits till realization. The details of the secured assets for sale and the respective Reserve Price/s thereof are mentioned below:

<u>DESCRIPTION OF PROPERTIES</u>	Reserve Price	Earnest Money Deposit	Date & Time for E-Auction
All that pieces and parcels of land admeasuring 14164 sq.mtrs. and buildings thereon, presently known as " The Taj Gateway Hotel " bearing Khasra No.227/4, 227/5 and 228/8, Ward No.28, Patwari Halka No.113, Village Labhandih, PC No.36 GE Road, Raipur, Chhattisgarh State, together with all buildings, structures, erections, etc. constructed and/or to be constructed thereon, both present and future, and the plant and machinery attached to the earth or permanently fastened to anything attached to the earth, fixtures and fittings erected/installed or to be erected/installed thereon and every part thereof.	Rs.80.00 crore	Rs.8.00 crore	07-11-2016 11.00 AM To 12 noon

2. TERMS AND CONDITIONS OF SALE

- 2.1 The E-Auction will be conducted online through www.e-auctions.in and the E-Auction will be conducted with the help of service provider M/s Nextenders (India) Pvt. Ltd on the date and time as mentioned above with extension of 10 minutes each for bid increment of Rs.1,00,000/-.
- 2.2 Extension of date, if any, for submission of EMD Documents and auction will be informed to public on TFCI website www.tfcilttd.com
- 2.3 Persons wishing to participate are required to deposit, (a) Earnest Money Deposit, (b) his Passport size photograph and (c) a copy of Photo ID Proof., copy of Board Resolutions / Authorisation, etc.
- 2.4 The Bid/Tender documents comprising detailed terms & conditions of the sale can be obtained from the office of TFCI on payment of Rs.1000/- or can be downloaded from TFCI's website (www.tfcilttd.com). However, in case the Bid Document is downloaded from the website of TFCI, the bidder shall deposit an amount of Rs.1000/- towards cost of the Bid document in addition to the EMD.

- 2.5 The interested bidders shall deposit their EMD being 10% of the Reserve Price by way of Demand Draft drawn in favour of "TOURISM FINANCE CORPORATION OF INDIA LTD." payable at New Delhi and addressed to "The Authorized Officer, TFCI Ltd., 13th Floor, IFCI Tower, 61 Nehru Place, New Delhi 110019". The last date and time for deposit of the Bid Document is 04-11-2016 upto 16.00 hrs.
- 2.6 Tenders accompanied by short EMD or without EMD and/or with their own conditions, etc. are liable to be rejected / ignored summarily.
- 2.7 Tenders not accompanied by demand draft of Rs.1,000/-, in case the tender document is down-loaded from the TFCI web-site, are also liable to be rejected/ ignored summarily.
- 2.8 On receipt of EMD the prospective bidders shall receive user-id/password on their valid email id (mandatory for e-auction) from M/s Nextenders (India) Pvt. Ltd. The Prospective bidders may avail online training on e-auction from M/s Nextenders (India) Pvt. Ltd. The helpdesk number of the service provider is 020-30187500/0916724675 and email ID is support.eauctions@nextenders.com.
- 2.9 The EMD of the successful bidder shall be retained towards part sale consideration and the EMD of unsuccessful bidder shall be refunded. The EMD shall bear no interest. The successful bidder shall have to deposit 25% of the sale price (including EMD) by way of demand draft favouring "Tourism Finance Corporation of India Ltd." payable at New Delhi or through RTGS (RTGS details can be obtained from TFCI's office) by 1700 hrs. on same day or within the extended time upto 1700 hrs. on next day if allowed by the Authorized officer **Shri N Ramachandran, DGM, TFCI Ltd., New Delhi (M) 9911194397 & Email ID n.ramachandran@tfcilt.com**. In case of default by the successful bidder, the amount already deposited will be forfeited and the property will be put to re-auction and the defaulting bidder shall forfeit all claims to the assets or to any part of the sum for which it may be subsequently sold.
- 2.10 The successful bidder shall deposit the balance 75% of the sale proceeds on or before the 15th day of the sale date or within such extended period as agreed upon in writing by and solely at the discretion of the Authorized officer. In case of default by the successful bidder, the amount already deposited will be forfeited and the property will be put to re-auction and such bidder shall have no claim/right in respect of property/amount.
- 2.11 The interested parties may carry out their own due diligence in respect of the Secured Assets. The bidder shall be deemed to have full knowledge of the relevant documents, assets, etc. whether he inspects/visits or not.
- 2.12 The bidder shall be deemed to have inspected and satisfied himself about the title to the Secured Assets. The Bidder may, in his own interest and at his cost, verify the title to the property, description of assets and other relevant information before submitting the Bids. It shall be presumed that the bidder has satisfied himself about the names, descriptions, particulars, quantity, quality, etc. if any, and that the bidder concurs or otherwise admits the identity of the assets/properties purchased by him notwithstanding any discrepancy or variation, by comparison of the description in the particulars of the assets/properties and their condition.
- 2.13 The Bidder shall not be entitled to receive re-imburement of any expenses which may have been incurred in preparation of the Bid/Offer for submission or for any other purpose in connection with purchase of said assets.
- 2.14 The e-auction advertisement does not constitute and will not be deemed to constitute any commitment or representation on behalf of TFCI. The Property is being sold with all the existing and future encumbrances whether known or unknown to TFCI.
- 2.15 The Successful purchaser shall bear the applicable stamp duties/additional stamp duty/transfer/conveyance/registration charges, fee etc. and also all the statutory/non-statutory dues, taxes, rates, assessment charges, fee etc. owing to anybody.

- 2.16 The Authorized officer is not bound to accept the highest offer and the Authorized officer has the absolute right to accept or reject any or all offer(s) or adjourn/postpone or cancel the E-Auction without assigning any reason.
- 2.17 The parties interested may inspect the property on date and time as mentioned above with prior intimation/permission of the Authorized officer.
- 2.18 In case of any doubt regarding the terms & conditions of the sale, the decision of the Authorised Officer/ TFCI will be final.

3. ELIGIBILITY

3.1 The bidder should:

- a) Be any person, registered trust, registered firm, registered cooperative society, private limited company, public limited company or partnership firm, LLP registered in India.
- b) be legally competent to enter into contract as per prevailing laws.
- c) be financially sound.
- d) enclose Income tax assessment orders for the last three years along with the tender.
- e) enclose documentary proof that he has the liquidity, line of credit and other financial means to meet the bid price.

3.2 Authorised Officer/TFCI may also consider a bid submitted by a consortium of persons/ companies. It is, however, made clear that there should be no change in the consortium structure during the finalisation of the tender right up to the stage of depositing the bid amount in full with TFCI. If there are any changes in the consortium structure, Authorised Officer/TFCI reserves the right to accept/ cancel the sale. However, the financial arrangement between the parties should be specified in the tender documents.

3.3 No bid by a Consortium/ Partnership/ Company/ person shall be entertained if in the opinion of the Authorised Officer/TFCI has led to reduction in competition.

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

3.5 EMD and Bid/Quotation in respect of the secured assets shall be submitted in the prescribed form only, signed by the bidder on each page in token of having accepted the same, and in separate sealed cover/s. The same should be addressed to "The Authorized Officer, Tourism Finance Corporation of India Ltd., 13th Floor, IFCI Tower, 61 Nehru Place, New Delhi 110019" and super-scribing "**OFFER FOR PURCHASE OF SECURED ASSETS MORTGAGED WITH TFCI LTD. & YBL FOR THE FINANCIAL FACILITY AVAILED BY M/s VICO_n IMPERIAL (I) PVT. LTD. (VIPL)**".

4. EARNEST MONEY DEPOSIT:

- 4.1 Tender should be submitted with EMD amount as mentioned against the property. EMD has to be paid by way of crossed DD/ Pay Order drawn on any Nationalised/Scheduled Commercial Bank (not issued by any Co-operative Bank) in favour of "Tourism Finance Corporation of India Ltd." and payable at New Delhi. No interest shall be payable on the Earnest Money Deposit.
- 4.2 Earnest Money in any other form, for example, cheque (including cheque made "good for payment"), Bank Guarantee, Bid Bonds, Call Deposit etc. will not be accepted and such tenders are liable to be rejected outright.
- 4.3 The EMD of the successful bidder shall be retained towards part sale consideration and the EMD of unsuccessful bidder shall be refunded. The EMD shall bear no interest. The successful bidder shall have to deposit 25% of the sale price (less EMD) by way of demand draft favoring "Tourism Finance Corporation of India Ltd." payable at New Delhi or through RTGS (RTGS details can be obtained from TFCI's office) by 1700 hrs. on same day or within the extended time upto 1700 hrs. on next day if allowed by the Authorized officer. In case of default by the successful bidder, the amount already deposited will be forfeited and the property will be put to re-auction and such bidder shall have no claim/right in respect of property/amount.
- 4.4 The successful bidder shall deposit the balance amount of the sale proceeds on or before the 15th day of the sale or within such extended period as agreed upon in writing by and solely at the discretion of the Authorized officer. In case of default by the successful bidder, the amount already deposited will be forfeited and the property will be put to re-auction and such bidder shall have no claim/right in respect of property/amount.

5. MODE OF SUBMISSION OF TENDER/ BID:

- 5.1 Interested bidders shall submit tenders/bid for the secured assets.
- 5.2 All tenders must be submitted in the prescribed form only, to be obtained from the Authorised Officer against the payment of Rs.1000/- towards the cost of the tender or downloaded from website, in a sealed cover. The tender must be addressed to "The Authorized Officer, Tourism Finance Corporation of India Ltd., 13th Floor, IFCI Tower, 61 Nehru Place, New Delhi 110019 and super-scribing "**OFFER FOR PURCHASE OF SECURED ASSETS MORTGAGED WITH TFCI LTD. FOR THE FINANCIAL FACILITY AVAILED BY M/S. VICON IMPERIAL (I) PVT. LTD. (VIPL)**". The tender must be submitted by the appointed date and time at the office of TFCI at New Delhi as indicated at para 2.5.
- 5.2 Tenders should be submitted in a sealed cover, along with the following :
 - a) Demand Draft/ Pay order of EMD drawn in favour of TFCI payable at New Delhi along with a letter mentioning the property against which the EMD is deposited.
 - b) The Terms and Conditions of the Tender, duly signed by the tenderer on each page in token of having accepted the same in toto.
 - c) A demand draft of Rs.1,000/-, in addition to EMD, in case the tender documents are down-loaded from the TFCI web-site.
- 5.3 The Tenders/ Bids will not be accepted in case the same are sent through fax/ e-mail.

5.4 Incomplete tender or tenders submitted with qualifying conditions or with conditions at variance with the Terms and Conditions of Tender Document are liable to be rejected outright.

6. PAYMENT SCHEDULE:

6.1 The EMD of the successful bidder shall be retained towards part sale consideration. The successful bidder shall have to deposit 25% of the sale price (less EMD) by way of demand draft favoring TFCI payable at New Delhi or through RTGS (RTGS details can be obtained from TFCI's office)

6.2 25% of sale consideration (including the EMD) shall be deposited by way of demand draft favoring TFCI payable at New Delhi or through RTGS (RTGS details can be obtained from TFCI's office) by 1700 hrs. on same day or within the extended time upto 1700 hrs. on next day if allowed by the Authorized officer.

6.3 The balance amount of the sale consideration is to be paid on or before 15th day of the sale date or within such extended period as agreed upon in writing by and solely at the discretion of the Authorized officer.

7. DEFAULT IN PAYMENT BY THE PURCHASER

In case payment is delayed by the purchaser, the Authorised Officer/TFCI at its sole and absolute discretion, may extend the period subject to conditions, including inter-alia of charging of interest for such delayed period. However, in case the balance purchase consideration along with the due interest is not paid within the extended period as may be prescribed, the sale of the secured asset/s will be automatically cancelled and the Earnest Money Deposit of the tenderer and other money deposited till date will automatically stand forfeited. **However, levy of such interest by TFCI for the delayed period shall not be construed to entitle the purchaser to effect delayed payment.**

8. STAMP-DUTY/REGISTRATION CHARGES, SALES TAX, EXCISE DUTIES AND LEVIES, ETC.:

All kinds of aforesaid taxes, duties, charges, fees etc. wherever applicable and related to the sale of secured assets shall be borne and paid by the purchaser.

9. DELIVERY PERIOD/ POSSESSION:

After receipt of full and final payment in lieu of the total sale consideration of the assets, TFCI will issue Certificate of Sale as provided under the Rules to SRFA & ESI Act, 2002, in favour of the purchaser and the purchaser will take all necessary steps to take over the possession of the assets immediately.

10. TERMINATION / BREACH OF CONTRACT

In the event of non-fulfillment of the terms and conditions by the bidder, Authorised Officer/ TFCI shall cancel the contract/ sale with immediate effect, in which case, the EMD along with any amount paid (excluding cost of tender document) shall forthwith stands forfeited.

11. FORCE MAJEURE:

Authorised Officer/ TFCI 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, pestilence, disturbance, dislocation of normal working conditions, war, riots, epidemics, political upheavals, Governments 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 TFCI to extend the time of performance on the part of TFCI by such period as may be necessary to enable TFCI to effect performance after the cause 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.

12. GENERAL INFORMATION:

- 12.1 It should be noted by the tenderer(s) that by entering into this contract, Authorised Officer/ TFCI is not precluded from entering into similar contracts with anyone else of their choice at any time during the subsistence of this contract.
- 12.2 The Authorised Officer/TFCI shall have the right to issue addendum to tender documents to clarify, amend, modify, supplement or delete any of the conditions clauses or items stated therein. Each addendum so issued shall form a part of original Bid/tender document.
- 12.3 In case offer is not accepted, the bidder shall not be entitled to claim any cost, charges, expenses incidental to or incurred by the bidder through or in connection with the submission of the offer even though Authorised Officer/TFCI may elect to withdraw the invitation for quotation. Should all invitation for quotation be withdrawn or cancelled by Authorised Officer/TFCI for which Authorised Officer/TFCI shall have the right to do so at any time, the Earnest Money paid by the bidders with the quotation will be refunded (without interest) to them in due course.
- 12.4 The tenderer/ bidder shall bear all the cost associated with the preparation and submission of bid. Authorised Officer/TFCI will not, in any case, be responsible or liable for any such costs regardless of the conduct or outcome of the tender process.
- 12.5 Unless otherwise specified, the price in the tender form should be quoted both in figures and in words. Tenders containing overwritten or erased rates are liable to be rejected in absence of any authentication by the tenderer's signatures.
- 12.6 Authorised Officer/TFCI reserves the right to cancel/ reject any or all the quotations without assigning any reason thereof.
- 12.7 The submission of the tender means and implies that the tenderer/ bidder has unconditionally agreed to and accepted and satisfied himself about all the above terms and conditions of the tender.

- 12.8 Intending tenderer(s) may obtain any clarification required before tendering. Submission of tender implies the tenderer(s) has obtained all the clarifications required.
- 12.9 The decision of the Authorised Officer/TFCI in the matter, arising out of this sale, shall be final in regard to all matters relating to the sale.
- 12.10 All suits or proceedings relating to any dispute or claim arising out of or in course of performance of this contract shall be filed in appropriate court having jurisdiction in New Delhi.
- 12.11 Tenderers must ensure the following while submitting the tender:
- (A) THAT THE TENDER SHOULD BE FILLED IN THE FORMAT OF TENDER BID ENCLOSED AT ANNEXURE– II.
 - (B) THAT EVERY PAGE OF TENDER DOCUMENTS IS DULY SIGNED BY THE TENDERER BEFORE SUBMITTING THE TENDER.
 - (C) THAT ALL ALTERATIONS, ERASURE(S) AND OR OVER-WRITING, IF ANY, IN THE SCHEDULE OR RATE(S) ARE DULY AUTHENTICATED BY THE TENDERER’S SIGNATURE.
- 12.12 Tenderer should state whether he/ she is a relative of any Director(s) of TFCI or Tenderer is a firm in which Director(s) or his relative is a partner or tenderer is a company in which Director of TFCI or his relatives are member(s) or Director(s).

VICON IMPERIAL (I) PVT. LTD. (VNRPL)

Description of Secured Assets

All that pieces and parcels of land admeasuring 14164 sq.mtrs. and buildings thereon, presently known as **“The Taj Gateway Hotel”** bearing Khasra No.227/4, 227/5 and 228/8, Ward No.28, Patwari Halka No.113, Village Labhandih, PC No.36 GE Road, Raipur, Chhattisgarh State, together with all buildings, structures, erections, etc. constructed and/or to be constructed thereon, both present and future, and the plant and machinery attached to the earth or permanently fastened to anything attached to the earth, fixtures and fittings erected/installed or to be erected/installed thereon and every part thereof.

BID

The Authorised Officer,
Tourism Finance Corporation of India Ltd.
IFCI Tower, 13th Floor,
61 Nehru Place
New Delhi 110019.

1. Particulars of the Bidder,

1.1 Full name of the Bidder (in block letters):

1.2 Father's Name:

1.3 Age:

1.4 Whether the bidder is competent to contract under Indian Contract Act, 1872 as per Foreign Exchange Regulation Act, 1973 / Foreign Exchange Management Act, 1999 in case of NRI (Tick whichever is applicable)

YES/NO

1.5 Present Business Activity:

2. Constitution of Bidder (Tick whichever is applicable)

- Public Limited Company
- Private Limited Company
- Partnership
- Individual/ Sole Proprietary
- Others (specify)

(Furnish documents in support)

Applicant's registered office/ place of business

- Address
- Telephone No.
- Fax No.
- E-Mail No.

3. Particulars of Bid

3.1 The price offered is Rs. _____
(Rupees: _____) towards the property at Serial No. _____
mentioned in the **Annexure I** hereinabove mortgaged in favour of TFCI by Vision Nature

Resorts Pvt. Ltd. and its guarantors/mortgagors on “AS IS WHERE IS AND WHAT IS THERE IS BASIS”.

3.2 Particulars of Earnest Money Deposit of Rs. _____ (10% of offered price):

DD/Pay Order No.	Date	Name of Bank and Branch

Certified that:-

- (i) I/We agree to abide by the decision of the Authorised Officer/ TFCI
- (ii) I/We have read and understood terms and condition and hereby unequivocally and unconditionally accept the same.
- (iii) I/We have inspected the site of the Unit and has satisfied ourselves for which quotation is being submitted.

Date:

Applicant's Signature

Full Name:

Designation:

Name of the Company:

Address :