



TOURISM FINANCE CORPORATION OF INDIA LTD.
4th Floor, NBCC Plaza, Tower I, Sector V, Pushp Vihar, New Delhi 110017
Phone: +91-11-29561180, Fax: +91-11-29561171
Website: www.tfciltd.com CIN L65910DL1989PLC034812
TENDER DOCUMENT

FOR E-AUCTION OF 3 BED ROOM RESIDENTIAL FLAT OF M/S COX & KINGS LIMITED (IN LIQUIDATION) SITUATED AT FLAT NO. J65, WITH SUPER BUILT UP AREA OF 1638 SQ FT LOCATED AT BLOCK NO- J, PRADAP NARAYAN SOCIETY, DIAMOND DISTRICT, CENTURY GALAXY, KODIHALLI, VARTHUR HOBLI, BENGALURU AIRPORT ROAD, BENGALURU-560008 UNDER INSOLVENCY AND BANKRUPTCY BOARD OF INDIA (LIQUIDATION PROCESS) REGULATIONS,2016.

Issued by
Tourism Finance Corporation of India Limited

March 17, 2023

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Ref.No.

Date:

M/s. _____

I. INTRODUCTION

- 1.1 Pursuant to Regulation 37 of the Insolvency and Bankruptcy Board of India (Liquidation Process) Regulations 2016, public Announcement is hereby made inviting for the expression of Interest from prospective bidders for the purpose of submission of bid in respect of e-auction sale of Flat owned by Cox & Kings Limited (under Liquidation) exclusively mortgaged to Tourism Finance Corporation of India Limited ("**TFCI**"). The details of the secured asset/flat mentioned hereunder will be sold through E-Auction. 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 Limited" through NEFT/RTGS by 29.03.2023 upto 5.00 -p.m. to the following **Account- Name on Account:- Tourism Finance Corporation of India Ltd., State Bank of India, Commercial Branch, Nehru Place, New Delhi, IFSC: SBIN0004298 & A/c No. 35313127195**, addressed to the "Tourism Finance Corporation of India Ltd. along with this tender document, (b) Passport size photograph, and (c) a copy of Photo Identity Card. As per the schedule, the last date and time for deposit of the EMD is upto 29.03.2023 by 17.00 hrs addressed to the "**Tourism Finance Corporation of India Ltd., New Delhi AND at email "eoi@tfciltd.com"**.
- 1.2 On receipt of EMD the prospective bidders shall receive user-ID/password on their valid email ID (mandatory for e-auction) from **AuctionTiger**. The Prospective bidders may avail online training on e-auction from **AuctionTiger**. The helpdesk email can be obtained from the website of the Auctiontiger -

<https://nclt.auctiontiger.net>. **The Details of flat, schedule for e-auction, inspection of flat, Reserve Price and EMD are as follows:**

Loan Account	Description of the flat to be sold.	Reserve price (Rs. in Lakhs)	Date & Time for Auction
		EMD (Rs. in lakhs)	
M/s Cox and Kings Limited (in Liquidation)	All the piece and parcel of 3 Bed Room Flat having No. J65, with super built up area of 1638 sq ft located at Block No- J, Pradap Narayan Society, Diamond District, Century Galaxy, Kodihalli, Varthur Hobli, Bengaluru Airport Road, Bengaluru-560008	120.00	30.03.2023 at 02:00 PM to 04:00 PM
		12.00	

Note:- The seller will transfer the perpetual right to enjoy the flat by transfer of shareholding in Century Galaxy Developers Limited (the Developer) in name of successful bidder on "SPOT DELIVERY CONTRACT BASIS".

LAST DATE/TIME OF SUBMISSION OF EMD AND DOCUMENTS UPTO 17.00 on 29.03.2023.

INSPECTION TIME OF THE FLAT IS 1000 TO 1700 HRS ON 24.03.2023

II. TERMS AND CONDITIONS OF THE AUCTION

- 2.1 The sale shall be subject to the conditions prescribed in the Insolvency and Bankruptcy Code, 2016 read with Insolvency and Bankruptcy Board of India (Liquidation Process) Regulations 2016 and to the conditions mentioned in this Tender Document.
- 2.2 TFCI, having the right/power to sell the assets under the provisions of Regulation 37 of the Insolvency and Bankruptcy Board of India (Liquidation Process) Regulations 2016, shall be referred to as the "**Seller**" and the successful bidder, (i.e. the bidder in whose favour the sale may be awarded) shall be hereinafter referred to as the "**Purchaser**".
- 2.3 Addendum to E-Auction notice dated 17.03.2023, Extension of date for submission of Earnest Money Deposit (EMD), documents and auction will be published/informed on TFCI website only i.e. www.tfcilt.com.
- 2.4 Tender Document may be procured from TFCI at 4th Floor, Tower – 1, NBCC Plaza Pushp Vihar Sector – V, Saket New Delhi -110017 on submission of DD/pay order

of Rs. 1,000/- in favour of Tourism Finance Corporation of India Limited payable at New Delhi. The Tender Document may also be downloaded from the website of Finance Corporation of India Limited i.e. www.tfciltd.com. A demand draft of Rs. 1,000/- to be enclosed in case the tender documents are downloaded from the TFCI's website.

- 2.3 TFCI reserves the right to accept any or reject any/all bids, or to postpone / cancel the auction at any time without assigning any reason whatsoever and his decision in this regard shall be final. No offer/bids below reserve price shall be entertained.
- 2.4 All the assets offered for sale are on "AS IS WHERE IS BASIS", "AS IS WHAT IS BASIS", "WHAT EVER THERE IS BASIS" AND "WITHOUT RECOURSE BASIS". The description indicated is purely as per the Mortgage Agreement executed by Cox and Kings Limited, its Mortgagors and other mortgagor companies, the Title Deeds/Sale Deeds/other title documents deposited by **M/s Cox and Kings Limited (In Liquidation)** with TFCI .
- 2.5 The prospective bidder shall carry out its own due diligence of the assets offered for sale through e-auction at his/her/their own expenses and TFCI shall not entertain any claim/ complaint from the buyer for any deficiency in size, quality etc. for recovery of whole or any part of the bid / purchase money, loss of profit/ interest, damages etc.
- 2.6 If the above assets have any outstanding liabilities/statutory dues, the same are to be met by the purchaser and which will be over and above the purchase consideration. The prospective purchaser may carry out due-diligence in respect of likely liabilities pertaining to the assets before submitting the bid. It may be noted that the purchaser will be responsible for meeting these liabilities, if arise, and TFCI or its officers will not be liable to meet any such liabilities whatsoever.
- 2.7 EMD Form not accompanied by Demand Draft of Rs. 1000/- in case the bid document is downloaded from the TFCI website are also liable to be rejected/ignored.
- 2.8 The e-Auction will be conducted online through <https://nclt.auctiontiger.net>. The e-Auction will be conducted with the help of service provider **AuctionTiger** on the date and time as mentioned above with extension of 5 minutes each for bid increment and the minimum bid increment amount of Rs. 1,00,000/-.
- 2.9 The intending bidders should make their own independent inquiries and satisfy themselves w.r.t encumbrances, title of the property put on auction and claims/rights dues etc. 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 representation on behalf of TFCI . The Property is being sold through e-auction with all the existing and future encumbrances whether known or unknown to TFCI .
- 2.10 The Successful bidder shall bear the applicable stamp duties/additional stamp duty/transfer charges/share transfer charges, fee etc. and also all the statutory/non-statutory dues, taxes, rates, assessment charges, fee etc. owing to anybody.

- 2.11 TFCI is not bound to accept the highest offer and TFCI 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.
- 2.12 The parties interested may inspect the property on date and time as mentioned above with prior intimation/permission of TFCI .
- 2.13 The particulars specified in the tender document have been stated to the best of the information of TFCI and TFCI shall not be answerable for any error, mis-statement or omission in this notice. The prospective bidders may satisfy themselves about the condition of the assets/value measurements etc.
- 2.14 The decision of TFCI regarding sale of the above property shall be final and binding.
- 2.15 The interested bidders are informed that TFCI shall not be liable in any manner and will not pay interest, cost, damages, compensation, etc. on any amount deposited by the bidder if any court/tribunal/forum stays the auction proceedings or due to any delay in handing over of possession which may be caused sue to stay or any other restrain order of any court/tribunal/forum.

III. ELIGIBILITY

3.1 The bidder should:

- a) Be any person, registered trust, registered firm, registered cooperative society, private limited company, public limited company, partnership firm registered in India; and
- b) Be legally competent to enter into contract as per prevailing laws.
- c) Be financially sound.
- d) Enclose Income tax Return/assessment orders for the last three years along with the EMD Form.
- e) Board Resolution of the Company/Firm authorizing the person/partner for deposit the EMD for the property and copy of the identity proof of the said person/partner.

3.2 TFCI may also consider a EMD Form submitted by a consortium of persons/companies. It is, however, made clear that there should be no change in the consortium structure during the finalization 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, TFCI reserves the right to accept/cancel the sale. However, the financial arrangement between the parties should be specified while depositing the EMD.

3.3 No bid by a Consortium/Partnership/ Company shall be entertained if in the opinion of the TFCI such formation of a Consortium/ Partnership/ Company has led in reduction in competition.

3.4 Demand Draft for EMD should be deposited in the prescribed form only, signed by the bidder on each page in token of having accepted the same, and in cover addressed to the TOURISM FINANCE CORPORATION OF INDIA LIMITED, REGD OFFICE:- 4TH Floor, Tower – 1, NBCC Plaza Pushp Vihar Sector – V, Saket, New

Delhi -110017 and shall be superscribed "**Offer for purchase of Assets of Cox & Kings Limited (In Liquidation)**".

- 3.5** Thereafter, on deposit of EMD, the bidders shall submit- **1.** Proof of deposit of EMD (When remitted through NEFT/RTGS) or Demand Draft in original (* Where payment by way of draft is stipulated for) **2.** ID Proof, that is- Scanned copies of PAN card etc. **3.** Proof of residential address **4.** (a) Bidder's Name (b) Mobile No./Contact No.(c) Address (d) E-Mail Address(e) Bidder's A/C details for on line refund of EMD, if any. **5.** The bidders other than individuals shall also submit proper mandate for bidding. Bidder is to submit these documents through e-mail to TFCI on e-mail address eoit@tfciltd.com and also to submit self-attested hard copies of these documents (Demand Draft in original) to TFCI, at the address mentioned hereinabove in the envelope superscribing as 'Bid in the A/C **Cox & Kings Limited (In Liquidation)**' Only those bidders having proof of payment of EMD through NEFT/RTGS/*Demand Draft (* Where payment by way of draft is stipulated for) shall be eligible to participate in the E-auction.
- 3.6** In the event of TFCI's office remaining closed on the day of e-auction for any unforeseen reason, the e-auction shall be conducted on next working day of TFCI. The same shall be duly intimated by TFCI's at its website viz. www.tfciltd.com.

IV. INSPECTION:

- 4.1 The parties interested may inspect the flat with prior intimation/permission of the TFCI. This publication is also statutory notice to the Borrower/Mortgagor/Guarantors/Company.
- 4.2 The bidder (s) should thoroughly satisfy themselves about the nature, conditions and quality of the flat. TFCI gives no guarantee or warranty as to the conditions of the assets/material or/its quality of 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 TFCI /TFCI's Officers/Secured Creditors.

V. EARNEST MONEY DEPOSIT:

- 5.1 EMD has to be paid by way of DD/ Pay Order/NEFT/IMPS on any Nationalized/Scheduled bank in favour of "TOURISM FINANCE CORPORATION OF INDIA LTD." through NEFT/RTGS by 29.03.2023 upto 5.00 -p.m. to the following **Account- Name on Account: - Tourism Finance Corporation of India Ltd., State Bank of India, Commercial Branch, Nehru Place, New Delhi, IFSC: SBIN0004298 & A/c No. 35313127195.** No interest will be payable on the Earnest Money Deposit.
- 5.2 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 acceptable to TFCI.

- 5.3 In case the bid is accepted as per the payment terms stipulated in the Terms and Conditions, the Earnest Money deposited by the successful bidder against accepted bid shall be adjusted towards payment of 25% of the amount of sale price to be paid as mentioned above on acceptance of the offer by TFCI , failing which the EMD shall be forfeited. The balance 75% of sale price is payable on or before the 10th day of issue of letter confirming the highest bid (Letter of Acceptance). If the 10th day falls on a Sunday or a holiday, the balance 75% may be deposited on the next working day. In case of failure to deposit the balance amount within the prescribed period mentioned above, the amount deposited shall be forfeited. TFCI reserves the right to accept or reject any or all the bids or to adjourn, postpone or cancel the auction sale without assigning any reason thereof. No interest on refunds shall be payable by the Tourism Finance Corporation of India /Secured Creditor.

VI. MODE OF SUBMISSION OF BIDDER/BID:

- 6.1 EMD must be deposited alongwith the prescribed form and enclosures, signed by the bidder having accepted the terms of sale. The EMD must be submitted by the appointed date and time.
- 6.2 EMD should be deposited with the TFCI , along a demand draft of Rs.1000/- in case the tender documents have been down-loaded from TFCI's web-site.

VII PAYMENT SCHEDULE:

- 7.1 The EMD of the successful bidder shall be retained towards part sale consideration and the EMD of unsuccessful bidder shall be refunded within 15 working days without any interest. The EMD shall bear no interest. The successful bidder shall be required 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) **on same day or within the extended time upto 1700 hrs. on next day** or any other day if allowed by TFCI.
- 7.2 The successful bidder shall deposit the balance 75% of the sale proceeds on or before the 10th day of the confirmation of sale or within such extended period as agreed upon in writing by and solely at the discretion of TFCI . 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.

VIII DEFAULT IN PAYMENT BY PURCHASER

- 8.1 In case payment is delayed by the purchaser due to some factors beyond his control, TFCI at its sole discretion may accept payment beyond the permissible period of 05 days from the date of "Letter of Acceptance".
- 8.2 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 respective asset will be automatically cancelled and the Earnest Money Deposit of the successful bidder and other money deposited till date will automatically stand forfeited.

- 8.3 It is to be clarified that the extension of time period for making the payment as mentioned above is absolutely the discretion of TFCI and the purchaser cannot claim it as a matter of right. It is the absolute discretion of TFCI, not to grant any extension to the purchaser for making payment, beyond the prescribed period of 10 days, even if the purchaser is ready to pay the balance sale consideration alongwith the interest for the delayed period.

IX STAMP DUTY, REGISTRATION CHARGES, SALES TAX, EXCISE DUTIES, LEVIES ETC.:

All taxes/stamp duties and registration charges, etc. as applicable and related to the offered property shall be paid by the purchaser.

X DELIVERY PERIOD / POSSESSION:

After receipt of full and final payment of sale consideration of the assets, TFCI will execute the sale agreement as per the provisions of IBC Act, 2016, in favour of the purchaser and the purchaser will take all necessary steps to take over the possession of the assets immediately.

XI TERMINATION / BREACH OF CONTRACT

In the event of non-fulfillment of the terms and conditions of the bid and matters related thereto, by the bidder, TFCI shall cancel the contract with immediate effect, in which case, the EMD along with any amount paid shall stand forfeited.

XII FORCE MAJEURE:

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, dissilience, 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.

XIII GENERAL INFORMATION:

- 13.1 It should be noted by the tenderer (s) that by entering into this contract, TFCI is not precluded from entering into similar contracts with anyone else of their choice at any time during the subsistence of this contract.

- 13.2 TFCI shall have the right to issue addendum to tender document to clarify, amend, modify, supplement or delete any of the conditions clauses or items stated therein through notification on TFCI's official website. Each addendum so issued shall form a part of original invitation to tender.

- 13.3 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 TFCI may elect to withdraw the invitation for bids. Should all invitation for bid(s) be withdrawn or cancelled by TFCI for which TFCI shall have the right to do so at any time, the Earnest Money paid by the bidders will be refunded to them in due course, without interest.
- 13.4 The bidder shall bear all the cost associated with the participation in e-auction. TFCI will not, in any case, be responsible or liable for any such costs regardless of the conduct or outcome of the tender process.
- 13.6 TFCI reserves the right to reject any or all the bids without assigning any reason thereof.
- 13.7 The deposit of EMD means and implies that the bidder has unconditionally agreed to and accepted all the terms and conditions of the tender.
- 13.8 Intending bidder (s) may obtain any clarification from TFCI , required depositing EMD/participation in e-auction. Submission of EMD implies, the bidder (s) has/have obtained all the clarifications required.
- 13.9 The decision of the TFCI in the matter, arising out of this sale, shall be final in regard to all matters relating to the sale.
- 13.10 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.
- 13.11 Bidder should state whether he/she is a relative of any Director(s) of TFCI or bidder is a firm in which Director(s) or his relative of TFCI is a partner or bidder is a company in which Director of TFCI or his relatives are member(s) or Director(s).
- 13.12 Bidder (s) must ensure the following while submitting the tender:
- A. That the EMD should be deposited alongwith duly filled in form enclosed at annexure-ii.
 - B. Copy of the pan card of the person bidding and if it is a company/firm then copy of the pan card of company/firm.
 - C. Copy of certificate of incorporation of the company/firm
 - D. Board Resolution of the company/firm authorizing the person/partner to filed alongwith the emd/form bid for the asset and copy of the identity proof of the said person/partner.
 - E. EMD form is duly signed by the bidder before submitting the emd and documents submitted shall be duly self-attested.
 - F. All alteration, erases, deletions and over writing, if any, in the schedule are duly authenticated by the bidder's signature.

ANNEXURE – I

M/S COX AND KINGS LIMITED (IN LIQUIDATION) -DESCRIPTION OF FLAT

IMMOVEABLE PROPERTY

All that piece and parcel of 3 Bedroom Flat having No. J65, with super built up area of 1638 sq ft located at Block No- J, Pradap Narayan Society, Diamond District, Century Galaxy, Kodihalli, Varthur Hobli, Bengaluru Airport Road, Bengaluru-560008. Together with all buildings and structures, fixtures and fittings, constructed, erected or installed thereon or to be constructed, erected or installed thereon.

ANNEXURE-II

Tourism Finance Corporation of India Limited,
4TH Floor, Tower – 1,
NBCC Plaza Pushp Vihar Sector – V,
Saket, New Delhi -110017

**E-AUCTION OF IMMOVEABLE ASSETS OF M/S COX AND KINGS LIMITED (IN LIQUIDATION)
FORM FOR DEPOSIT OF EMD**

1. Name(s) of Bidder (in Capital)*:
2. Father's/Husband's Name/ *:
Proprietor/Partner/Director
3. Postal Address of the bidder*:
4. Phone No/ Mob.No:
E-mail ID :
PAN No :
5. Date of submission of bid:
6. Property detail in brief :

7. EMD Remittance detail:

Demand Draft NO./UTR NO. of NEFT/RTGS	Date of DD/Payment Date	Amount	Name of the Bank/ Branch

8. Preferred mode for refund of EMD Amount:

- (i) By Speed Post on the address given in Sl.No. 3:
Or
- (ii) By Regd Post on the address given in Sl.No.3:
Or
- (iii) By hand after submitting the original ID Proof of the photocopy sent with the Auction Form :

For the return of EMD, the bidder will write one of the above three Option given at 8 (i) to (iii)

I declare that I have read and understood all the general and technical terms and conditions of E-Auction and shall abide by them.

Certified that :-

- (i) In case my/our bid is accepted and if I/we failed to pay the amount in the manner to be specified by TFCI in the "Letter of Acceptance", the amount of Earnest Money Deposit and any further installments paid by us under this offer shall stand absolutely forfeited by Tourism Finance Corporation of India Limited
 - (ii) I/We agree to abide by the decision of Tourism Finance Corporation of India Limited, New Delhi.
 - (iii) I/We have read and understood terms and condition of the bid and hereby unequivocally and unconditionally accepted the same.
 - (iv) I/We have inspected the material at the site for which bid is being submitted.
9. I/We hereby declare that the information stated hereinabove is complete and absolutely correct and any error or omission therein, accidental or otherwise, will be sufficient justification for the Authority to reject my/our tender and/or to cancel the award of sale.

(Signature of the bidder)

- Encls: (i) Passport size Photo
(ii) Proof of Identification
(iii) Copy of PAN Card
(iv) Copy of Board Resolution, if applicable

ANNEXURE – III

Letter of Application & Intent

(Letter head of the applicant including full Postal Address, Telephone No., Fax No./ Telex, E-mail / Cable Address)

TENDER FORM NO. _____

Date:

To,
Tourism Finance Corporation of India Limited
4TH Floor, Tower – 1,
NBCC Plaza Pushp Vihar Sector – V,
Saket, New Delhi -110017

Sir,

Re: Bid for purchase of Flat NO. J65, with super built up area of 1638 sq ft located at Block No- J, Pradap Narayan Society, Diamond District, Century Galaxy, Kodihalli, Varthur Hobli, Bengaluru Airport Road, Bengaluru-560008 together with all buildings, structures constructed thereon.

I/We _____ (Applicant)/
(or) _____ being duly authorized to represent and act for and on behalf of _____ (herein the Applicant), and having studied and fully understood all the information provided in the tender document, the undersigned hereby apply as a tenderor for the purchase of the above-said property.

1. According to the terms and conditions as set out in the Tender Document Bid is given in Annexure along with the attachments, duly filled and signed on each page. The same together with demand draft / pay order towards EMD are put in an envelope super scribed with **"Offer for purchase of Assets of M/s Cox and Kings Limited (In Liquidation)"**
2. Tourism Finance Corporation of India Limited is hereby authorized to conduct any inquiry/ investigation to verify the statements, documents and information submitted in connection with the application and to seek clarification from our bankers regarding any financial aspects.
3. Tourism Finance Corporation of India Limited may contact the following persons for any further information

Name of the Person/s : _____

Address

Phone No.

Email Id :

4. This application is made with full understanding that :

- a) Tenders/Bids will be subject to verification of all information submitted at the time of tendering.
 - b) Tourism Finance Corporation of India Limited reserves the right to reject or accept any Tender, cancel the tendering process, and/or reject all Tenders.
 - c) Tourism Finance Corporation of India Limited shall not be liable for any of the above actions and shall be under no obligation to inform the applicant of the same.
5. I/We, the undersigned declare the statements made, and the information provided in the duly completed application forms enclosed, are complete, true and correct in every detail.
6. I/We have read the terms and conditions of the offer detailed in Tender document and are willing to abide by them unconditionally.

Name_____

Name_____

For and on behalf of

For and on behalf of

(Name of Applicant)

(Name of Applicant)

7. Enclosures:-

- i. Tender /Bid – Annexure – II.
- ii. Documents pertaining to information given in the tender.

GUIDELINES FOR TENDERERS

- A. The Tenderers/Bidders prior to submitting their Tender for the assets are expected to visit and examine the assets at site and related documents and surroundings at their expenses as the land and building is being offered for sale on "AS IS WHERE IS BASIS", "AS IS WHAT IS BASIS", "WHAT EVER THERE IS BASIS" AND "WITHOUT RECOURSE BASIS". They should ascertain on their own responsibility all information, technical data, market study etc. including actual conditions, existing services, statutory and other liabilities etc.
- B. It shall be presumed that all these factors were accounted for by the Tenderer while quoting their tender. The tenderer shall be deemed to have full knowledge of the assets, whether he inspects it or not.
- C. Any information about the property can be obtained from Sh. Rudranath Jha, VP Legal (Mob. 9810112824) or contact TFCI at 4TH Floor, Tower – 1, NBCC Plaza Pushp Vihar Sector – V, Saket, New Delhi -110017 Phone 011- 29562049, 011-29561180, 9810112824, 9996999814.
- D. The assets may have certain outstanding liabilities which are to be met by the purchaser and which will be over and above the purchase consideration. The prospective purchaser may carry out due-diligence in respect of likely liabilities pertaining to the assets before submitting the tender. It may be noted that the purchaser will be responsible for meeting these liabilities, if arise, and Secured Creditors will not be liable to meet any such liabilities whatsoever.
- E. The cost of the Tender Document is Rs.1,000/- (Rupees one thousand only) and is non-refundable. The payment shall be made by Demand Draft/pay order drawn on a Nationalized/Scheduled Bank in favour of Tourism Finance Corporation of India Limited, payable at New Delhi. Prospective Tenderers/Bidders can also download the Tender Document from the web site of TFCI - www.tfcilttd.com. Interested parties who download the document from website must inform TFCI of the same so that any changes or modifications in the Tender Document can be intimated to them. Those who download the tender documents from the TFCI's web-site are required to deposit a demand draft of Rs.1000/- at the time of submitting the tender.
- F. Completed EMD Form may be deposited with TFCI at Tourism Finance Corporation of India Limited, 4TH Floor, Tower – 1, NBCC Plaza, Pushp Vihar, Sector – V, Saket, New Delhi -110017 by latest by 29.03.2023 upto 17.00 hrs.
- G. EMD should be deposited in the prescribed format alongwith all enclosure mentioned therein.

QUALIFICATION CRITERIA:

- EMD/Bid of only those bidders who submit the following will be considered for evaluation:
 - a. With complete particulars, in the prescribed format.

- b. Earnest money deposit as specified in the documents paid only through Demand Draft/pay order/NEFT/RTGS only.
 - c. A demand draft of Rs.1,000/-, if the tender document is down loaded from TFCI's web-site.
- The applicant or his representative should sign each page of the form. Any corrections/ alternations should be duly authenticated.
 - All relevant documents as mentioned in the Tender Document should be enclosed.
 - The decision of TFCI regarding acceptance/rejection of a tender will be final.
 - TFCI may, for reasons to be recorded in writing, reject any tender including the highest tender. TFCI would not be obliged to give reasons for rejection of the bid to the unsuccessful bidder.
