

Tender Format for Online Auction (Bank Cases)

Tender/Auction No.: ICICI/ LOCATION /YY/01 (Format)

TENDER CUM AUCTION DOCUMENT FOR SALE OF SECURED ASSETS

It is notified that ICICI Bank Limited is inviting sealed offers for the sale of assets possessed under the Securitisation and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002 (SARFAESI Act).

DEFINITION:

- The Bank: The Bank referred in these terms condition of sale is ICICI Bank Limited.
- Any person: An individual OR a proprietor OR a partner OR an Authorized Representative of any company and who is paying the requisite EMD and/or who is participating in Tender cum Auction is considered as a bidder. An individual can represent as a bidder on his own behalf and on behalf of other companies, provided he registers himself in those capacities separately i.e. for each representation he should pay separate Earnest Money Deposit.
- Auctioneer: ICICI Bank has appointed -----(auction vendor) as auctioneer and will perform activity like marketing, inspection, conducting auction of the properties through online.

GENERAL TERMS & CONDITIONS:

- The assets put up for sale are assets taken in possession under the Securitisation and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002 (SARFAESI Act, 2002) by ICICI Bank Limited and Bank may withdraw any lot or part thereof from sale at any time before a sale confirmation communication is issued to one of the successful bidders without assigning any reason for such withdrawal.
- Announcements during the auction including announcement of any additional conditions OR correction in the catalogue and/or additions or deletions of items being offered for sale can be done by ICICI Bank Limited and it will be binding on the bidder.
- The sale of the property shall be under **"As is where is and as is what is condition"**.
- If it is specified in newspaper publication that movable articles lying in the property are also being offered for sale then same will be sold separately. Same cannot be sold along with property.
- The bidder(s) may, if they so desire, inspect the relevant documents and papers pertaining to the immovable secured assets available with ICICI Bank Limited at ICICI Bank Limited,----- or at the office of---- (auction vendor) located at -----.
- The tenderer(s) / offerer(s) / bidder(s) / prospective purchaser(s) are advised in their own interest to satisfy themselves with the title and correctness of other details pertaining to the immovable secured assets including the size/area of the immovable secured assets in question as also ascertain any other dues / liabilities / encumbrances from the concerned authorities to their satisfaction before submitting the tenders. No queries in this regard shall be entertained at the time of opening tenders / holding auction. The offerer(s) / tenderer(s) whose offer / tender is accepted by the Authorised Officer of the ICICI Bank Limited shall not raise any grievance / complaint and shall not be permitted to withdraw the bid after his offer is accepted by the Authorised Officer of the ICICI Bank Limited, either on the ground of discrepancy in size/area, defect in title or on any other ground whatsoever. After the offer of the tenderer / offerer is accepted by ICICI Bank Limited, such successful purchaser / his nominee shall be deemed to have unconditionally accepted all the terms and conditions of sale of the immovable properties / secured assets and further shall be deemed to have waived all objections as to the title, description, measurements

etc. in respect of such immovable secured assets. The principle of "Caveat emptor" will apply.

SCHEDULE OF PROGRAMME:

Inspection of properties	MMDD, YYYY from <<START TIME>> to <<END TIME>>
Submission of Sealed Offer/ Tender with EMD	Till, <<MMDD, YYYY>> latest by <<TIME>> at ICICI Bank Ltd.
Online auction process will also be conducted at	<<MMDD, YYYY>>, <<START TIME>> to <<END TIME>> at ICICI Bank Limited.
Reserve Price	₹
Earnest Money Deposit (EMD) (Refundable) for auction by DD/PO	₹----- through DD/PO drawn on a Scheduled/ Nationalised Bank in favour of "ICICI Bank Limited" payable at -----
Cost of Tender Cum Auction Form	Nil.
Return of EMD of un-successful Bidders	Within seven working days from the date of auction.
Last date for payment of 25% of accepted Bid Value for confirmed successful bidder (inclusive of EMD)	The payment should be made within 24 hours of receipt of bid confirmation letter to the successful bidder.
Last date for payment of balance 75% of Bid value on approval of confirmed successful bidder	Within 15 days from the date of receipt of confirmation of sale from ICICI Bank Limited.
For further details contact	
ICICI Bank Limited Branch/ Office Address: ICICI Bank Limited,. Contact Person from ICICI Bank Limited: Mr. Mobile No. : Email ID : Contact Person from--- (auction vendor) : Mr. ----- Mobile No. : 0-----	

PARTICIPATION:

- The offer shall be in the prescribed tender document only i.e. this document only. The tender document duly complete in all respects should be submitted in a SEALED ENVELOPE and super scribed with "Offer from Mr./ Ms./ M/s. _____ for purchase of the Immovable Property / Secured Asset of "Mr" and the said sealed envelope should be submitted at, ----- or our marketing agent ----(auction vendor) having their office at ----- on any working day on or before the date stipulated above. The tenders submitted without EMD (10% of Reserve Price) draft or payorder will be treated invalid & disqualified.
- The bidding will take place in multiples of slab as fixed by the Authorised Officer at the time of auction.
- Where the offer amount is below Reserve Price and / or the EMD is less than ₹..... /-(Rupees..... Only), then such tender shall be treated as invalid. However, ICICI Bank Limited at its sole discretion, reserves its right to treat all such or any such tender / tenders as valid / invalid.
- Where a Tenderer / Offerer communicates his decision to withdraw his offer in writing to the Authorised Officer of ICICI Bank Limited at any time 24 hours before the date fixed for opening the tenders, then in that case the Tenderer / Offerer shall be entitled to the refund of the Earnest Money Deposit (EMD). If the tenderer does not withdraw within 24 hours

before the date of auction fixed and does not present himself at the time of auction then his tender may be opened to ascertain the quote and further process would be conducted by the Authorised Officer for declaring the highest tenderer. Thereafter the Authorised Officer may conduct inter-se bidding.

- The successful bidder(s) will be required to bear all the necessary expenses like stamp duty, registration expenses, etc. for transfer of the property/movable asset in his / her/ their name/s only.
- If the dues of the Secured Creditor (existing charge-holders) together with all costs, charges and expenses incurred by the ICICI Bank Limited are tendered by or on behalf of the borrower or guarantors at any time before the date fixed for sale, the assets in question shall not be sold or transferred.
- The Authorised Officer reserves his right to accept any or reject all offers/tenders without assigning any reason and in case all the offers are rejected, either to hold negotiations with any of the bidder or sell the property through private negotiations with any of the bidder or any other party/parties or invite fresh bids. The Authorised Officer's decision in this behalf shall be final.
- The highest Bid will only be provisionally accepted on 'Subject to Approval' basis and the highest bidder does not get any right to demand acceptance of his offer.
- As from the date of full and final payment of the sale of the assets the successful bidder(s) shall hold the property at his sole risk and cost as regards any loss or damage to the assets by fire or earthquake or any other natural calamities or due to theft, burglary or robbery or from any other cause whatsoever and the Authorised Officer shall not be liable for any such loss or damages.
- If the Authorised Officer does not receive minimum two tenders then he would be declaring the auction as cancelled.
- The sale/auction is subject to confirmation by the Bank.

INTIMATION TO HIGHEST BIDDER:

- Only the highest bidder will be informed through intimation letter and/or E-Mail within seven working days from closing of the Auction. Please note that date of sending e-mail will be considered as Date of Intimation, as and where applicable.
- If no Intimation reaches for reasons beyond our control, the bidders are expected to take efforts to find out status. Non-receipt of Intimation should not be an excuse for Non-payment. ICICI Bank Limited will not be liable for wrong e-mail ID registered by the bidder or for return of the mail for mailbox being full.
- Bidders must clearly note that there is no provision whatsoever to participate in the auction by giving counter conditions at variance with the terms and conditions prescribed. Any communication received from the bidders containing such counter conditions at any time shall be ignored.
- In the event of failure on the part of the successful bidder to fulfill his contractual obligations ICICI Bank Limited reserves the right to debar such bidder from participating in any future Tender / auction on behalf of ICICI Bank Limited.

INSPECTION:

- Inspection of assets at the site will be subject to the usual security rules of ICICI Bank Limited. Any clarification required may be sought by the Bidders from the Bank at the time of inspection and no dispute regarding the assets will be entertained thereafter.
- Inspection of assets will be done by our marketing agent ----(auction vendor).
- Gate pass for inspection of movable assets will be issued by Competent Authority of ICICI Bank Ltd. only.

DISCLAIMER:

- ICICI Bank Limited does not take responsibility of the quality, documentation details of the assets being sold. The buyers agree to defend, indemnify and hold ICICI Bank Limited harmless from any loss, damage, cost and expenses caused by any reason during this transaction. In no event shall ICICI Bank Limited be liable for any loss for the transactions by business, revenues, profit, costs direct and incidental, consequential or punitive damages of any claim.
- Buyer shall be liable for all taxes, transfer expenses incurred in transferring of movable asset in Regional Transport Authority's office record. Buyer shall be liable for any liability, cost and consequences arising out of the said secured movable asset post issuance of sale certificate and shall not hold Bank liable for such action, even in case the asset is not transferred and hypothecation not removed.
- The particulars of immovable secured assets specified herein above have been stated to the best of the information and knowledge of the Authorised Officer. ICICI Bank Limited does not provide any guarantee of the accuracy of the information / details provided or description of the immovable secured assets put up for sale. The Authorised Officer of ICICI Bank Limited shall not be answerable or liable for any error, mis-statement or omission with regard to the same.
- The tenderers/bidders/offerer's should satisfy themselves on the title, ownership, and statutory approvals etc. before participating in the auction. ICICI Bank Limited shall not be liable for any dues/charges including outstanding water/service charges, transfer fees, contribution to the building repair fund, electricity dues, dues / arrears of the Municipal Corporation / local authority / Society / Builder, taxes and / or dues of any other nature, if any, in respect of the Immovable Properties / Secured Assets. ICICI Bank Limited does not undertake any responsibility to procure any permission / license etc. in respect of the Immovable Properties / Secured Assets offered for sale.
- ICICI Bank employees or its group companies employees can also participate from 2nd auction onwards. They will have to go through the formalities like an ordinary bidder and no deviation would be allowed from the laid down procedures. His candidature would be considered only when there are more than one buyer. Employee of DSMG department cannot participate in the public auction/tender.
- Any existing vendor of ICICI Bank/Group companies, specifically in the role of Collection Agency, Enforcement Agency, Valuer or Auction vendor are not eligible to participate in the auction.

PAYMENT/EMD:

- All payments for Earnest Money Deposit are to be remitted by way of DD/PO of any scheduled Bank in favour of ICICI Bank Limited payable at [_____].
- The Bank will retain the right to refuse acceptance of demand draft/ Pay Order issued by any bank, if the Bank has reason to believe that realization against the DD/PO is doubtful.
- Pay Order / Demand Draft should be purchased by the tenderer / offerer only.
- The successful bidder shall be required to pay 25% of the offer amount less amount paid as EMD within 24 hours on receipt of confirmation of sale from the Authorised Officer of ICICI Bank Limited and the balance and final amount(s) within 15 (fifteen) days from the date of receipt of the offer acceptance letter from the Authorised Officer of ICICI Bank Limited. The Pay Order / Demand Draft/ Cheque should be drawn on a Scheduled/ Nationalised Bank favoring "ICICI Bank Limited" payable at ----- . If the sale is not completed by reason of any default on the part of the successful tenderer / offerer / purchaser or for any other reason, ICICI Bank Limited shall be entitled to forfeit all the moneys paid till then by the successful tenderer / offerer / purchaser and put up the secured assets / immovable properties in question for sale/disposal again in its absolute discretion. Further, all costs, charges and expenses incurred by ICICI Bank Limited on account of such resale shall be borne and paid by such defaulting purchaser who shall

also be bound to make good any deficiency / shortfall arising out of such resale and he/she/they shall not be entitled to make any claim in the event of the secured assets / immovable properties realizing higher value on such resale.

- In case of sale of movable articles lying in the property successful bidder shall be required to pay final sale amount less amount paid as EMD within 24 hours on receipt of confirmation of sale from the Authorised Officer of Secured Creditor.

STATUTORY PAYMENT:

- The tenderer will have to abide by the rules and regulations of the local authority with respect to transfer or use of the said property.
- As per section 194 of Income tax act, if property is sold above 50 Lakhs then buyer will have to pay appropriate TDS to the government treasury and balance need to be deposited to the Bank.
- If the property purchased by buyer is of more than ₹ 50 Lakhs and there are more than one buyer and each having share less than ₹ 50 Lakhs then in such case TDS is to be deducted by each buyer in respect of their respective share in the property and deposited within the time period framed by Government.
- Buyer will also have to pay appropriate GST as per government norms. This will be applicable only for sale of movable articles lying in the immovable property/sale of movable assets.
- If the movable asset is sold for above Rs. 10 lakh the buyer will have to pay appropriate TCS (Tax collected at Source) over and above the sale price to the government treasury.

SALE CERTIFICATE:

- Sale certificate will be issued in the name of the original bidder as recorded in the bid sheet. Any further correspondence will be only with the bidders whose name and address are recorded in the bid sheet only.
- Sale Certificate shall be issued to the successful bidder / prospective purchaser subject to the realisation of the Cheque/DD/PO.
- ICICI Bank will only pay the parking charges upto the date of issuance of sale certificate post which buyer will be liable to make the payment to the yard. (Applicable for movable assets).

JURISDICTION:

- Any dispute / difference arising out of sale of the immovable secured assets offered for sale shall be subject to the exclusive jurisdiction of Courts / Tribunals at Mumbai only.
- Words and expressions used herein above shall have the same meaning respectively assigned to them in the Securitisation and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002 and the Rules framed there under.

MISCELLANEOUS:

- Tenderer(s) / offerer(s) / successful bidder(s) / purchaser(s) are requested to deal only with the Authorised Officer of ICICI Bank Limited and should not deal with any other agents.

Sd/-

Authorised Officer of ICICI Bank Limited

Under the Securitisation and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002.

General Instructions:

The Tender Document should be duly filled up and signed and should be accompanied by a self-attested copy of PAN card and any of the following address proof of the Offerer / Tenderer:

1. Passport
2. Driving License
3. Voter's Identity Card
4. Photo Ration Card
5. Latest Telephone landline Bill (for address proof only)
6. Latest Electricity Bill (for address proof only)
8. Any other address proof (subject to satisfaction of Authorised Officer of ICICI Bank Limited).

Authorised Representatives holding a Notarised Specific Power Of Attorney authorising him to participate on behalf of the tenderer's/ bidder's/ offerer's duly signed and verified by the tenderer's/ bidder's/ offerer's along with the following documents will be allowed to represent the tenderer's/ bidder's/ offerer's at the time of opening tenders/ bids/ offers:

- 1) Proof of identity of the Tenderer / Offerer (copy of any photo identity as listed above) and
- 2) Proof of identity of the Tenderer's / Offerer's Authorised representative (copy of any photo identity as listed above).

In case of a Partnership Firm, a certified true copy of the Partnership Deed along with the proof of registration of the firm with the Registrar of Firms should be submitted.

In case of a Company, a certified true copy of the Memorandum and Articles of Association along with necessary Resolutions of the Company should be submitted.

Registration Form to be duly filled and submitted along with self-attested copy of PAN card and address proof along with Earnest Money Deposit (EMD) at office of ICICI Bank Limited on.

The tenderer's/ bidder's/ offerer's should bring the original PAN card and Address proof at the time of auction for verification.

The Authorised Officer will be at liberty to amend/modify/delete any of the above conditions as may be deemed necessary in the light of the facts & circumstances of the case.

Registration Form

To be submitted on the Letter Head along with EMD.

Note- All entries compulsory

Date:

I/We confirm having gone through the tender terms and conditions and agree to take part in the Auction for sale of property of Mr. ----- at ----- on 'AS IS WHERE IS BASIS', AS IS WHAT IS BASIS' and "NO COMPLAINT BASIS".

Having inspected the property/secured movable asset and satisfying the condition and type of the same, I/we also understand that I/we am/are legally bound to purchase the material at the Price at which I/we place the bid.

Name of the Company/Individual.....
Contact Person(s)
Profession/Designation.....
Address
Phone/ Fax
E-mail.....

In the event of any above information being found in-correct/ in-complete the participation shall be liable to cancellation by the Authorised Officer at any time and I/we shall not be entitled to any claim for refund arising from the same.

Lot No	DD/PO No.	Bank Name	Branch	Dated	Amount

Signature of Individual / Authorised Signatory with Name and Co. Seal.

BID/OFFER

**FORM OF BID/OFFER FOR PURCHASE OF SECURED ASSETS OF MR-----, LOCATED AT --
-----**

(To be filled and submitted by the Bidder/Offerer)

1 a) Full Name of the bidder(in Block letters):	
b) Complete Postal Address with PIN Code, Telephone Nos.;Fax Nos.; Mobile Nos.;e-mail id:	
2 Brief particulars of business :	
3 Relationship, if any, the bidder/offerer has with any employee of ICICI Bank Limited or its group companies or --- (auction vendor):	
4 Amount quoted by the bidder for purchase of the Secured Assets In figures : ₹ In Words : Rupees	
5 Name and particulars of the Company/Firm person in whose name the Secured Assets are to be purchased:	
6 Details of Earnest Money (EMD):₹	
i) Demand Draft No. /Pay Order No.: ii) Date of Demand Draft /Pay Order: iii) Name of the issuing Bank and Branch:	
7 Permanent Account Number of the bidder:	

I/We have read and understood the detailed tender terms and conditions of the sale and have also read, perused and understood all the relevant papers and have carried out my/our own due diligence. In case any information is found to be incorrect, I/We shall not hold the Authorised Officer or the Bank responsible for the same and shall not have any claim whatsoever against either of them.

Signature of the duly Authorised official of the Bidder/Offerer

Name

Profession/ Designation of the Authorised Signatory

Place : -----

Date :.....

APPENDIX TO THE BID/OFFER (DECLARATION BY THE BIDDER/OFFERER/ TENDERER)

FORM OF BID/OFFER

(Note: This Appendix forms part of the Bid/Offer)

To,

Authorised Officer,

ICICI Bank Limited.

----- .

Sir,

SUB: SALE OF SECURED ASSETS OF MR. -----

LOCATED AT -----

1. Having fully examined and understood the terms and conditions of the Bid Document and condition and status of the Secured Assets, I/We offer to purchase the said Secured Assets strictly in conformity with the terms and conditions of this Bid/Offer Document.
2. I/We understand that if my/our Bid/Offer is accepted, I/We shall be responsible for the due observance and performance of the terms and conditions of the Bid/Offer and acquire the Secured Asset. Should I/We fail to execute and perform the terms and conditions when called upon to do so, the Earnest Money Deposit (EMD) shall be forfeited. I/We further understand that if my/our Bid/Offer is accepted, should I/we fail to deposit the balance amount of the sale consideration the Earnest Money Deposit and any part of the sale price paid by me/us shall also be forfeited, as laid down in the terms and conditions of the Bid Document.
3. I/We understand that you are not bound to accept the highest or any Bid/Offer you may receive. Further, I/we will not raise any objection in case the Authorised Officer goes for re-bidding or sells the Secured Assets by any of the modes prescribed in the SARFAESI Act including sale by negotiation with any of the bidders and/or other parties by private treaty.
4. I/We understand that time is the essence for completing the acquisition formalities of the Secured Assets/ and I/we agree and undertake to abide by it.
5. I/We also enclose a Demand Draft/Pay Order of value ₹ -----/- (Rupees ----- Only) towards Earnest Money Deposit (EMD) in the name of "ICICI Bank Limited" payable at ----- . We understand that the EMD will not carry any interest.
6. We understand that the Bid/Offer should be unconditional and Bid/Offer having conditions contrary to the terms and conditions of the Bid/Offer document can be summarily rejected.

Dated day of

Signature in the capacity of

duly authorised to sign Bid/Offer for and on behalf of

(Name and address of the Bid/Offerer)

(IN BLOCK CAPITALS)

Signature of the Bidder/ Offerer

Online Bidding Platform Disclaimer & Terms of use Agreement.

To,

Authorised Officer,

ICICI Bank Limited

----- .

Dear Sir,

SUB: SALE OF SECURED ASSETS OF OF MR. -----,

LOCATED AT : -----, AS ADVERTISED IN ----- AND ----- DATED ----- FOR SALE ON
"AS IS WHERE IS & AS IS WHAT IS BASIS:

I/ We express my/our willingness to make online participation in the captioned auction. I/ We hereby agree to abide by the following terms and conditions:-

The tenderer/online bidder hereby agrees that once he/she has formally registered a qualified tender will have to express their interest to participate through the online bidding platform, by submitting this document. They will be emailed a confidential registered member login id and password. Once the tenderer/online bidder is registered as a registered user the system will also email the tenderer/online bidder a confidential alpha-numeric ticket number which will be required by the tenderer/online bidder for accessing live online bidding platform.

It shall be the tenderer's/online bidder's sole responsibility to procure his/her login id and password from ----(auction vendor).

Tenderer /Online Bidder agree that he/she shall be solely responsible for the security and confidentiality of their registered login id and password.

Tenderer/online bidder hereby agree that ----(auction vendor) and ICICI Bank Limited shall not be held responsible for any potential misuse of their login id and password to the bidding platform.

ICICI Bank Limited and ----(auction vendor) hereby do not make any guarantee to any tenderer / online bidder of becoming a highest/successful tenderer/online bidder.

ICICI Bank Limited and ----(auction vendor) do not warrant and shall not be responsible for any kind of interruption that the tenderer/online bidder may face due to connectivity issues or any kind of technical issues with his/her computer equipment when bidding online due to which the tenderer/online bidder may not be able to carry on or complete the online bidding.

ICICI Bank Limited and ----(auction vendor) shall not entertain any loss caused due to violation in sharing of the login Id or password or through unauthorized login from your registered account.

----(auction vendor) will use reasonable care to provide a robust online Bidding platform to be used by tenderers/online bidders however ----(auction vendor) shall not be liable for any claim, damage

or other loss suffered including consequential loss due to technical issues and any information given incorrectly or omitted by ----(auction vendor), it's employees, agents and clients or by any other party to prospective tenderers/online bidders.

Use of the Online Bidding Platform is at the tenderer's /bidder's own risk. ICICI Bank Limited and ---- (auction vendor) does not give any warranties, express or implied. In no event will ICICI Bank Limited and ----(auction vendor) be liable for damages whatsoever arising out of the use or inability to use the online Bidding platform.

No person in the employment of ----(auction vendor) has authority to give any representation or warranty in relation to the online bidding platform.

All bidders shall read the terms and conditions on the bidding platform and agree that logging on to the Bidding platform of----(auction vendor) means acceptance of all the above disclosures.

JURISDICTION

Any disputes relating to the online property bidding shall be subject to the sole jurisdiction of Court of Law in Mumbai.

Signature of Tenderer
Full Name of Tenderer
Email Address
Mobile Number
Date.....

ANNEXURE I

Property Address	Property Details	Reserve Price	Earnest MoneyDeposit
Mr.			