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## **TENDER DOCUMENT**

**FOR SALE OF ASSETS MORTGAGED WITH IFCI FACTORS LTD., FOR THE FINANCIAL FACILITY AVAILED BY M/S KEW INDUSTRIES LIMITED (KEW).**

**LOCATED AT:**

**INDUSTRIAL AREA, PLOT NO.B-3, FOCAL POINT, JALANDHAR, PUNJAB, INDIA.**

**THROUGH E-AUCTION**

**(In terms of Securitization and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002 (SARFAESI Act, 2002), read with Security Interest (Enforcement) Rules, 2002)**

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**Issued by  
The Authorized Officer**

**TENDER DOCUMENT FOR SALE OF ASSETS MORTGAGED WITH IFCI FACTORS LTD., FOR THE FINANCIAL FACILITY AVAILED BY M/S. KEW INDUSTRIES LIMITED (KEW) LOCATED AT INDUSTRIAL AREA, PLOT NO.B-3, FOCAL POINT, JALANDHAR, PUNJAB, INDIA, IN TERMS OF SECURITIZATION AND RECONSTRUCTION OF FINANCIAL ASSETS AND ENFORCEMENT OF SECURITY INTEREST ACT, 2002 (SARFAESI ACT, 2002) READ WITH SECURITY INTEREST (ENFORCEMENT) RULES, 2002).**

Ref. No. \_\_\_\_\_

Date: \_\_\_\_\_

M/s. \_\_\_\_\_

\_\_\_\_\_

**1. INTRODUCTION**

Pursuant to possession taken by the Authorized Officer under SARFAESI Act, 2002 for recovery of secured debts of IFCI Factors Ltd. being **Rs.18,15,30,021.84/- (Rupees Eighteen Crores Fifteen Lakhs Thirty Thousand Twenty one and Eighty Four Paise only)** calculated upto 31.08.2016 together with further interest thereon with effect from 01.09.2016 on contractual rates and other debts payable by the Borrower M/S. KEW INDUSTRIES LIMITED (KEW) to IFCI Factors Ltd. offers are invited by the undersigned on "AS IS WHERE IS AND WHATEVER THERE IS BASIS" for purchase of mortgaged property of MR. MUKESH JUNEJA (Guarantor & Mortgagor) through E-Auction Detail of the assets for the sale and Reserve Price thereof are mentioned below:

**BRIEF DESCRIPTION OF PROPERTY**

All that pieces of land with buildings and superstructures/build-up property thereon, both present and future, being property owned by Mr. Mukesh Juneja, constituting of land admeasuring 4028 sq. yards situated at Plot No.B-3, Focal Point, Jalandhar, Punjab, India and all present & future superstructures thereupon, together with all whatever is attached to land along with all rights, title and interests, etc. building but not limited to rights of easments (patent or latent), rights of way and access enjoyed or reputed to be enjoyed in respect of the above mentioned along with all benefits, facilities, privileges, advantages, etc. belonging to or in any way appertaining to property/land described in detail in

**Annexure-I.**

<b>DATE AND TIME OF E-AUCTION : 18.12.2018 - TIME 11 AM TO 12 NOON</b>			
<b>Time</b> (with unlimited extensions of 10 minutes each)	<b>Reserve Price</b> (Below which the property will not be sold)	<b>Earnest Money Deposit</b> (10% of the Reserve Price)	<b>Bid Multiplier</b>
From 11 a.m. to 12 noon	Rs.4.17 crores	Rs.0.41 crores	Rs.1 lakh
<b>Date and time of inspection of properties : 29.11.2018- Time:2pm to 4.00 p.m.</b>			

**Date and time for submission of EMD & Tender documents : on or before 14.12.2018 upto 1700 Hrs**

**2. TERMS AND CONDITIONS OF THE SALE**

- 2.2 The E-Auction will be conducted online through [www.e-auctions.in](http://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.
- 2.3 Extension of date for submission of EMD Documents and e-auction, if any, will be informed to public on IFCI Factors Ltd. website [www.ifcifactors.com](http://www.ifcifactors.com)
- 2.4 Persons wishing to participate are required to deposit, (a) Earnest Money Deposit, (b) his/ her Passport size photograph (c) a copy of Photo ID Proof and (d) Address Proof in respect of individuals and corporate / firm authorizations, company/firm PAN card copy in respect of company/firm.
- 2.5 The Tender documents comprising detailed terms & conditions of the sale can be obtained from the office of IFCI Factors Ltd., New Delhi on payment of Rs.1,000/- or can be downloaded from IFCI Factors Ltd. website ([www.ifcifactors.com](http://www.ifcifactors.com)) w.e.f. 15.11.2018. However, in case the Tender Document is downloaded from the website of IFCI Factors Ltd., the bidder shall deposit an amount of Rs.1,000/- towards cost of Tender Document in addition to the EMD.
- 2.6 The interested bidders shall deposit their EMD being 10% of the Reserve Price as mentioned above, by way of Demand Draft drawn in favor of "IFCI FACTORS LTD." addressed to "The Authorized Officer, IFCI Factors Ltd., IFCI Tower, 10th Floor, 61, Nehru Place, New Delhi – 110019" on or before 14.12.2018 upto 1700 Hrs.
- 2.7 Tenders accompanied by short EMD or without EMD and/ or with their own conditions or without KYC documents are liable to be rejected/ ignored summarily.
- 2.8 Tenders not accompanied by demand draft of Rs.1,000/-, in case the tender document is downloaded from the IFCI Factors Ltd. web-site, are also liable to be rejected/ ignored summarily.
- 2.9 On receipt of EMD the prospective bidders shall receive user-id/ password on their valid email id (mandatory for e-auction) from service provider M/s Nextenders (India) Pvt. Ltd. The Prospective bidders may avail online training on e-auction from service provider M/s Nextenders (India) Pvt. Ltd. The helpdesk number of the service provider is 020-25315555/09167246751 and email ID is [support.eauctions@nextenders.com](mailto:support.eauctions@nextenders.com).
- 2.10 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 favoring IFCI Factors Ltd. payable at New Delhi or through RTGS (RTGS details can be obtained from IFCI Factors Ltd. 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 Ravi Ranjan Singh, Vice President, IFCI Factors Ltd., New Delhi (available at (M) 9312050640 and also at [raviranjansingh@ifcifactors.com](mailto:raviranjansingh@ifcifactors.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 such bidder shall have no claim/ right in respect of property/ amount.
- 2.11 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.

- 2.12 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 IFCI Factors Ltd. The Property is being sold with all the existing and future encumbrances whether known or unknown to IFCI Factors Ltd.
- 2.13 The Successful purchaser shall bear the applicable stamp duties/additional stamp duty/transfer charges, fee etc. and also all the statutory/non-statutory dues, taxes, rates, assessment charges, fee etc. owing to anybody.
- 2.14 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.
- 2.15 The parties interested may inspect the property on date and time as mentioned above with prior intimation/permission of the Authorized officer.
- 2.16 In case of any doubt regarding the terms & conditions of the sale, the decision of the Authorized Officer/ IFCI Factors Limited/ ASC will be final.
- 2.17 The interested bidders are informed that IFCI Factors Ltd. will not pay any cost, damages, interest, 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 the vacant possession which may be caused due to stay/ any other restrained order of any court/ tribunal/ forum.

### **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 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 The Authorized Officer/ IFCI Factors Limited/ Asset Sale Committee (ASC) 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 finalization of the tender right up to the stage of depositing the bid amount in full with IFCI Factors Ltd. If there is/ are any change(s) in the consortium structure, Authorized Officer/ IFCI Factors Limited/ ASC 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 Authorized Officer/ IFCI Factors Limited/ ASC has led to reduction in competition.

- 3.4 The bidder should thoroughly satisfy themselves about the nature, conditions and quality of the assets. Authorized Officer/ IFCI Factors Limited/ ASC 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 Authorized Officer/ IFCI Factors Limited/ ASC/.
- 3.5 EMD and Quotations should be submitted in the prescribed form only, signed by the bidder on each page in token of having accepted the same, and in a sealed cover. Same should be addressed to “The Authorized Officer, IFCI Factors Ltd., IFCI Tower, 10th Floor, 61, Nehru Place, New Delhi – 110019”, super-scribing **“OFFER FOR PURCHASE OF ASSETS MORTGAGED WITH IFCI FACTORS LTD., FOR THE FINANCIAL FACILITY AVAILED BY M/S. KEW INDUSTRIES LIMITED (KEW)”**.
- 4. EARNEST MONEY DEPOSIT:**
- 4.1 The tender should be accompanied with EMD as mentioned against each of the property. EMD has to be paid by way of crossed DD/ Pay Order drawn on any Nationalized/ Scheduled bank in favour of IFCI Factors Ltd. and payable at New Delhi. There must be a mention about property(ies) against which the EMD is deposited. 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 acceptable to Authorized Officer/ IFCI Factors Limited/ ASC and such tenders are liable to be rejected.
- 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 IFCI Factors Ltd. payable at New Delhi or through RTGS (RTGS details can be obtained from IFCI Factors Ltd. 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 15<sup>th</sup> 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 All tenders must be submitted in the prescribed form only, to be obtained from the Authorized 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, IFCI Factors Ltd., IFCI Tower, 10th Floor, 61, Nehru Place, New Delhi – 110019” and superscribing **“OFFER FOR PURCHASE OF ASSETS MORTGAGED WITH IFCI FACTORS LTD., FOR THE FINANCIAL FACILITY AVAILED BY M/S KEW INDUSTRIES LIMITED (KEW)”**. The tender must be submitted by the appointed date and time at the office of IFCI Factors Ltd. at New Delhi as indicated at para 2.5.

- 5.2 Tenders should be submitted in a sealed cover, along with the followings:
- a) Demand Draft/ Pay order of EMD drawn in favour of IFCI Factors Ltd., payable at New Delhi along with a letter mentioning the property(ies) 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 case the tender documents are down-loaded from the IFCI Factors Ltd. 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.
- 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 IFCI Factors Ltd. payable at New Delhi or through RTGS (RTGS details can be obtained from IFCI Factors Ltd. office)
- 6.2 25% of sale consideration (including the EMD) shall be deposited by way of demand draft favoring IFCI Factors Ltd. payable at New Delhi or through RTGS (RTGS details can be obtained from IFCI Factors Ltd. 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 15<sup>th</sup> 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 Authorized Officer/ IFCI Factors Limited/ ASC at its sole discretion, may extend the payment period along with interest. 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 tenderer and other money deposited till date will automatically stand forfeited.
- 8. SALES TAX, EXCISE DUTIES AND LEVIES:**
- All taxes, duties, charges, fees etc. if applicable and related to the unit shall be 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, IFCI Factors Ltd. will issue Certificate of Sale as provided under the Rules to SARFAESI 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, Authorized Officer/ IFCI Factors Ltd./ ASC shall cancel the contract/ sale with immediate effect, in which case, the EMD along with any amount paid (excluding cost of tender document) shall stand forfeited.
- 11. FORCE MAJEURE:**
- Authorized Officer/ IFCI Factors Limited/ ASC 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, distilence, 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 IFCI Factors Ltd. to extend the time of performance on the part of IFCI Factors Ltd. by such period as may be necessary to enable IFCI Factors Ltd. 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, Authorized Officer/ IFCI Factor Limited/ ASC 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 Authorized Officer/ IFCI Factors Limited/ ASC 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 invitation to tender.
- 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 Authorized Officer/ IFCI Factors Limited/ ASC may elect to withdraw the invitation for quotation. Should all invitation for quotation be withdrawn or cancelled by Authorized Officer/ IFCI Factors Limited/ ASC for which Authorized Officer/ IFCI Factors Limited/ ASC 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. Authorized Officer/ IFCI Factors Limited/ ASC 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 bid amount in the tender form should be quoted both in figures and in words. Tenders containing overwritten or erased bid amounts are liable to be rejected in absence of any authentication by the tenderer's signatures.
- 12.6 Authorized Officer/ IFCI Factors Limited/ ASC 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 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 Authorized Officer/ IFCI Factors Limited/ ASC 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 IFCI Factors Ltd. or Tenderer is a firm in which Director(s) or his relative is a partner or tenderer is a company in which Director of IFCI Factors Ltd. or his relatives are member(s) or Director(s).

**NOTE: COPY OF SALE NOTICE IS ENCLOSED HERewith FOR READY REFERENCE**



**M/S KEW INDUSTRIES LIMITED (KEW) (BORROWER)**  
**MUKESH JUNEJA (GUARANTOR & MORTGAGOR)**

**Description of Immovable Assets**

**I. ASSETS MORTGAGED BY Mr. MUKESH JUNEJA**

All that pieces of land with buildings and superstructures/build-up property thereon, both present and future, being property owned by Mr. Mukesh Juneja, constituting of land admeasuring 4028 sq. yards situated at Plot No.B-3, Focal Point, Jalandhar, Punjab, India and all present & future superstructures thereupon, together with all whatever is attached to land along with all rights, title and interests, etc. building but not limited to rights of easments (patent or latent), rights of way and access enjoyed or reputed to be enjoyed in respect of the above mentioned along with all benefits, facilities, privileges, advantages, etc. belonging to or in any way appertaining to property/land.

**Boundary of the property/land is as follows:-**

Towards East	Road
Towards West	Road
Towards North	Plot No.B-4
Towards South	Plot No.B-2

**BID**

The Authorized Officer,  
IFCI Factors Limited,  
IFCI Tower, 10<sup>th</sup> Floor,  
61, Nehru Place,  
New Delhi – 110 019

**1. Particulars of the Bidder,**

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

1.2 Father's Name:

Or

Name of MD/ Managing Partner (In case of Private Company/ Partnership):

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)**

- i. Public Limited Company
- ii. Private Limited Company
- iii. Partnership
- iv. Individual/ Sole Proprietary
- v. Others (specify)

(Furnish documents in support)

Applicant's registered office/ place of business

- vi. Address
- vii. Telephone No.
- viii. Fax No.
- ix. 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, belonging to \_\_\_\_\_ mortgaged for the loans availed  
by M/s KEW Industries Limited on "AS IS WHERE IS AND WHATEVER 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:-**

1. I/ We agree to abide by the decision of the Authorized Officer/ IFCI Factors Limited/ ASC
2. I/ We have read and understood terms and condition and hereby unequivocally and unconditionally accept the same.
3. I/ We have inspected the site of the Unit and have/ has satisfied myself/ ourselves for which the bid is being submitted.

Date:

Applicant's Signatures

Full Name:

Designation:

Name: Mr./ Ms./ M/s

Address:

Encl: