

**ઈ- લિલામી વેચાણ સૂચના (સારકેસી ધારા ૨૦૦૨ હેઠળ)**

(એક્સપોર્ટ- ઇમ્પોર્ટ બેન્ક ઓફ ઈન્ડિયા (એક્ઝિમ બેન્ક) પાસે ઇ સિક્યુરાઈઝેશન એન્ડ રિફાઈન્ડમેન્ટ ઓફ ફાઈનાન્સિયલ એસેટ્સ એન્ડ એન્ફોર્સમેન્ટ ઓફ સિક્યુરિટી ઇન્ટરેસ્ટ એક્ટ ૨૦૦૨ (સારકેસી ધારા) હેઠળ ગિરવે મૂકવામાં આવેલી સ્થાવર મિલકતોનું લિલામી વેચાણ). વેચાણ સ્વીસ ચેલેન્જ પ્રક્રિયાથી કરવામાં આવશે.

વસ્તુસ્થિતિ જોતાં, એક્ઝિમ બેન્કના અધિકૃત અધિકારીએ સારકેસી ધારાની કલમ ૧૩ (જ) હેઠળ એક્ઝિમ બેન્ક પાસે ગિરવે મૂકવામાં આવેલી સ્થાવર મિલકત (નીચે શિડ્યુલમાં ઉલ્લેખ મુજબ)નો પ્રત્યક્ષ કબજો લીધો છે અને નીચે ઉલ્લેખિત સ્થાવર મિલકતોનું વેચાણ સારકેસી ધારાની જોગવાઈઓ અને તેના નિયમો બેઠળ “જેમ છે જ્યાં છે,” અને “ત્યાં જે છે તે” અને “કોઈ આધાર વિના” ધોરણે ઈ-લિલામીની પદ્ધતિથી કરાશે.

<b>અધિકૃત અધિકારીનું નામ:</b> રિકેશ ચાંદ	<b>સંપર્ક વિગતો:</b> +૯૧ ૨૨૨૨૧૭૨૩૪૦
<b>ઈમેઈલ આઈડી:</b> rikesh@eximbankindia.in	<b>મોબાઈલ નં:</b> +૯૧ ૮૮૭૯૩૯૦૨૯૯

**શિડ્યુલ**

**ઋણદારની વિગતો:** મેસર્સ વિપુલ શિપચાર્ડ, જે ભાગીદારી પેઢી (શ્રી દામોદર પ્રસાદ ગુપ્તા, શ્રી સંથનમ મુથુસ્વામી અને મેસર્સ ઓનવે ઇન્ડસ્ટ્રી લિ.ની ભાગીદારીમાં) વેપારનું મુખ્ય સ્થળ મગદલા પોર્ટ નજીક, ગવિયાર ગામ, સુરત- ૩૯૫૦૦૭ માં ધરાવે છે.

**ગેરન્ટરોની વિગતો:**

- પર્સનલ ગેરન્ટર:** શ્રી રિશી અગરવાલ, જેના કાર્યાલયનું સરનામું છે પાંચમો માળ, ૧ ભૂપતિ ચેમ્બર્સ, ૧૩ મેથ્યુ રોડ, ઓપેરા હાઉસ, મુંબઈ-૪૦૦ ૦૦૪ અને નિવાસસ્થાન ૪-સી, સોમરસેટ પ્લેસ, ૬૧, ડી, ભૂલાભાઈટેસાઈરોડ, મુંબઈ- ૪૦૦૦૨૬ ખાતે છે.
- કોર્પોરેટ ગેરન્ટરો:** વરાદા ફિલિંગ કંપની પીટીઈ. લિ. અને વરાદા ગ્લોબલ પીટીઈ. લિ. જેમનું કાર્યાલયનું સરનામું છે ૩૭૧, બીચ રોડ #૨૨-૦૧/૦૫, કી પોઈન્ટ, સિંગાપોર- ૧૯૯ ૫૯૭

**I. મિલકત, અનામત કિંમત અને બાનાની રકમનું વિવરણ: ઋણદારની મિલકત:**

મિલકતનું વિવરણ	અનામત કિંમત*	બાનાની રકમ#
મેસર્સ વિપુલ શિપચાર્ડની સુરત શિપચાર્ડ સાઈટ ખાતે પડેલા અધિનિર્મિત જહાજ (પ્લેટફોર્મ અને હલ) સહિત ઘાતુ અને ભંગારની અસ્કયામતો તેમ જ અન્ય લોહની સામગ્રીઓ.	રૂ. ૧૦૫.૦૦ લાખ	રૂ. ૧૦.૫૦ લાખ

\* સ્વીસ ચેલેન્જ પ્રક્રિયા માટે એન્કર બિડ પ્રાઈસ.

**# બિન- વ્યાજ ધારણા**

- બાકી લેણાં:** ૩૧મી માર્ચ, ૨૦૨૧ના રોજ બાકી લેણાં (બેન્કને ઋણદારે ચૂકવવાનું સંરક્ષિત ઋણ) રૂ. ૩૪૧,૬૪,૮૫,૧૩૬.૦૦ (રૂપિયા ત્રણસો એકતાળીશ કરોડ ચોસઠ લાખ પંચાશી હજાર અને એકસો છત્રીસ ફક્ત) + તેની પર વ્યાજ અને લિક્વિડેટેડ હાનિ, ૧લી એપ્રિલ, ૨૦૨૧ના અમલ સાથે + ખર્ચ.

**ઈ- લિલામીની વિગતો**

- ઈ-લિલામી વેબસાઈટ:** <https://eximbank.auctiontiger.net>
- લિલામીની તારીખ:** ૨૫ મે, ૨૦૨૧
- લિલામીનો સમય:** બપોરે ૧૧ થી સાંજે ૪ વર્યે, પ્રત્યેક ૮ મિનિટના અમર્યાદિત વિસ્તાર સાથે
- બાનાની રકમ જમા કરવાનું માધ્યમ:**
  - “એક્સપોર્ટ- ઇમ્પોર્ટ બેન્ક ઓફ ઈન્ડિયા”ની તરફેણમાં એનઈએફટી / આરટીજીએસ થકી, અકાઉન્ટ નં. HO00INR42001001, આઈએફએસ કોડ: EIBI0H00001; અથવા
  - “એક્સપોર્ટ- ઇમ્પોર્ટ બેન્ક ઓફ ઈન્ડિયા”ની તરફેણમાં મુંબઈમાં ચૂકવવાપાત્ર કિમાન્ડ ડ્રાફ્ટ / પે ઓર્ડર પદ્ધતિથી
- બાનાની રકમ (બિન- વ્યાજ ધારણા) સાથે બિડ માટે ઓનલાઈન અરજી સુપરત:** ૨૬ એપ્રિલ, ૨૦૨૧ના સવારે ૧૦ વાગ્યાથી
- બાનાની રકમ (બિન- વ્યાજ ધારણા) સાથે બિડ માટે ઓનલાઈન અરજી સુપરત કરવાની છેલ્લી તારીખ:** ૪ મે, ૨૦૨૧ના રોજ સાંજે ૬ વાગ્યા સુધી
- મિલકત નિરીક્ષણ કરવાની તારીખ અને સમય:** ૫ મે અને ૬ મે, ૨૦૨૧ના સવારે ૧૦ થી સાંજે ૫
- બિડ ગુણાંકકાર:** રૂ. ૫,૦૦,૦૦૦ / - (રૂપિયા પાંચ લાખ ફક્ત)

**નિયમો અને શરતો**

- સંરક્ષિત અસ્કયામતોનું વેચાણ “જેમ છે જ્યાં છે,” અને “ત્યાં જે છે તે” અને “કોઈ આધાર વિના” ધોરણે સંરક્ષિત ધિરાણદાર / બેન્ક, એટલે કે, એક્ઝિમ બેન્ક માટે અને વતી કરાશે.
- અધિકૃત અધિકારીના શ્રેષ્ઠ જ્ઞાન અને માહિતી પ્રમાણે લિલામ કરાનારી મિલકત પણ કોઈ તકરાર, ભારણ, હવાલો, કાનૂની લેણાં વગેરે નથી. જોકે ઇચ્છુક બિડરોએ તેમની બિડ સુપરત કરવા પૂર્વે લિલામ કરાનારી મિલકતના શીર્ષક, પ્રકાર, વિવરણ, સ્થિતિ, તકરાર, ભારણ, હવાલો, કાનૂની લેણાં વગેરે અને લિલામ કરાનારી મિલકતને અસર કરતા દાવાઓ/અધિકારો/લેણાં સંબંધમાં સંબંધિત એસઆરઓ તેમ જ મહેસૂલી નોંધમાં પોતાની સ્વતંત્ર તપાસ કરવાની રહેશે. ઈ-લિલામીની જાહેરાતમાં બેન્ક માટે અથવા વતી કોઈ પણ કટિબદ્ધતા કે કોઈ પણ આલેખનનો સમાવેશ નથી અને તેવું ધારી નહીં લેવું. મિલકતના પ્રત્યક્ષ નિરીક્ષણ સંબંધમાં વધુ વિગતો માટે ઇચ્છુક બિડરો શ્રી અમિતકુમારનો ફોન. નં. +૯૧૨૨૨૨૧૭૨૬૨૦ / +૯૧ ૮૮૨૦૨૮૩૨૨૩ પર સવારે ૧૦ થી સાંજે ૬ કામકાજના કલાકો દરમિયાન સંપર્ક કરી શકે છે.
- ઈ-લિલામી વેચાણ એક્ઝિમ બેન્કની માન્યતાપ્રાપ્ત સેવા પ્રદાતા ઓક્શન ટાઈગર, અમદાવાદ થકી તેની વેબસાઈટ <https://eximbank.auctiontiger.net> ખાતે “ઓનલાઈન- ઈ-લિલામી” થકી જ હાથ ધરાશે અને સંલપિત બિડરો ઓક્શન ટાઈગર મોબાઈલ એપ્લિકેશન (એન્ડ્રોઈડ) થકી વેચાણની વિગતો અને બિડિંગ જોઈ શકે છે. કૃપા કરીને ઈ-લિલામીનાં બિડ ફોર્મ, જાહેરનામું, ઓનલાઈન વેચાણના સામાન્ય નિયમો અને શરતો (ટેન્ડર દસ્તાવેજ)નો સમાવેશ ધરાવતા ઈ-લિલામી ટેન્ડર દસ્તાવેજો વાંચો, જે એક્ઝિમ બેન્કની વેબસાઈટ [www.eximbankindia.in](http://www.eximbankindia.in) પર ઉપલબ્ધ છે.
- સર્વોચ્ચ બોલી સાથે સુમેળ સાધવા માટે પ્રથમ નકારનો અધિકાર એન્કર બિડરને આપવામાં આવશે.
- વેચાણ આ લિલામી સૂચના અને ટેન્ડર દસ્તાવેજમાં મુકરર અને સિક્યુરિટી ઇન્ટરેસ્ટ (એન્ફોર્સમેન્ટ) નિયમો ૨૦૦૨ સાથે વાંચતાં સારકેસી ધારામાં સમાવિષ્ટ નિયમો અને શરતોને જ આધીન રહેશે.
- એક્ઝિમ બેન્ક તેની મરજીથી કોઈ પણ કારણ આપ્યા વિના કોઈ પણ સમયે ઈ-લિલામી પ્રક્રિયા રદ કરી શકે છે.

**સારકેસી ધારા ૨૦૦૨ના નિયમ ૮ (૬) અને ૯ (૧) હેઠળ કાનૂની ૩૦ દિવસની વેચાણ સૂચના**

મિલકતના ઋણદાર/ગેરન્ટરોને ઈ-લિલામીની તારીખ પૂર્વે અપ-ટુ-ડેટ વ્યાજ અને સંલગ્નિત ખર્ચ સાથે ઉપર ઉલ્લેખ મુજબ રકમ ચૂકવવાની જાણ કરવામાં આવે છે, જેમાં નિષ્ફળ જતાં મિલકત લિલામ / વેચાણ કરી દેવાશે અને બાકી લેણાં, જો કોઈ હોય તો, વ્યાજ અને ખર્ચ સાથે વસૂલ કરાશે.

### E-AUCTION SALE NOTICE (Under SARFAESI ACT 2002)

(Auction Sale of movable Properties hypothecated to the Export-Import Bank of India (Exim Bank) under The Securitization and Reconstruction of Financial Assets and Enforcement of Security Interest Act 2002 (SARFAESI Act) read with The Security Interest (Enforcement) Rules, 2002). **The sale is under Swiss Challenge Process.**

Whereas, the Authorized Officer of Exim Bank has taken physical possession of the movable property (as mentioned in Schedule below) hypothecated to Exim Bank under Section 13(4) of the SARFAESI Act; and

Sale of the below mentioned movable properties to public by way of an e-auction on "AS IS WHERE IS", "WHATEVER THERE IS" and "WITHOUT RECOURSE" BASIS under the provisions of SARFAESI Act and its Rules.

<b>Name of the Authorised Officer:</b> Mr. Rikesh Chand	<b>Contact Details:</b> +91 2222172340
<b>Email ID:</b> rikesh@eximbankindia.in	<b>Mobile no:</b> +91 8879390299

### SCHEDULE

**Details of the Borrower:** M/s Vipul Shipyard a partnership firm (with partners being Shri Damodar Prasad Gupta, Shri Santhanam Muthuswamy & M/s Onaway Industries Ltd.) having its Principal Place of Business at Near Magdalla Port, Gaviyar Village, Surat - 395007

#### Details of Guarantors:

- Personal Guarantor:** Mr. Rishi Agarwal having his office at 5th Floor, 1 Bhupati Chambers, 13 Mathew Road, Opera House, Mumbai – 400004 and residence at 4C, Somerset Place, 61 D, Bhulabhai Desai Road, Mumbai - 400026
- Corporate Guarantors:** Varada Drilling Company Pte Ltd. and Varada Global Pte Ltd. having their office at 371, Beach Road, #22-01/05, Key Point, Singapore – 199 597

#### I. DESCRIPTION OF THE PROPERTY, RESERVE PRICE AND EARNEST MONEY DEPOSIT:

##### Property belonging to Borrower:

Description of the Property	Reserve Price *	EMD#
Metal and Scrap assets including Half-built ships (Platforms and Hulls) and Other Iron Materials lying at Surat Shipyard site of M/s. Vipul Shipyard	₹ 105.00 lakh	₹ 10.50 lakh

#### \*Anchor Bid Price for the Swiss Challenge Process.

#### # Non-Interest bearing

- OUTSTANDING DUES:** As on March 31, 2021, the outstanding dues (secured debt owned by the Borrower to the Bank) is ₹ 341,64,85,136.00 (Rupees Three Hundred Forty-One Crore Sixty-Four Lakhs Eighty-Five Thousand One Hundred Thirty-six only) + further interest & liquidated damages thereon w.e.f. April 1, 2021 + expenses.

### DETAILS OF E-AUCTION

- E-Auction website :** <https://eximbank.auctiontiger.net>
- Date of Auction :** May 25, 2021.
- Time of Auction :** Between 1.00 pm to 4.00 pm with unlimited extensions of 8 Minutes each.
- Mode of deposit of EMD:**
  - Through NEFT/RTGS Transfer in favour of "Export-Import Bank of India" A/c No. HO00INR42001001, IFS Code EIBI0HO0001; or
  - By way of Demand Draft/Pay Order in favour of 'Export-Import Bank of India', payable at Mumbai.
- Submission of online application for Bid with EMD (Non-Interest Bearing):** April 26, 2021 from 10.00 am onwards.
- Last date for submission of online application for Bid with EMD (Non-Interest Bearing):** Till 6.00 pm on May 4, 2021.
- Date & Time for Inspection of the Property:** May 5 & May 6, 2021 from 10.00 am to 5.00 pm.
- Bid Multiplier :** ₹ 5,00,000/- (Rupees Five lakh only).

### TERMS & CONDITIONS

- The Sale of Secured Assets is on "As is where is", "As is what is", "Whatever there is" and "Without recourse" Basis for and on behalf of the Secured Creditor/Bank viz.: Exim Bank.
- To the best of the knowledge and information of the Authorised Officer, there is no encumbrance, lien, charge, statutory dues, etc. on the auctioned property. However, the intending bidders should make their own independent inquiries with concerned SRO as well as the revenue records regarding the title, nature, description, condition, encumbrance, lien, charge, statutory dues, etc. of the auctioned property and claims/rights/dues affecting the auctioned property, prior to submitting their bid. The e-auction advertisement does not constitute and will not be deemed to constitute any commitment or any representation by or on behalf of the Bank. For further details regarding physical inspection of the property, the interested bidders may contact Mr. Amit Kumar, Phone No +912222172620 / +91 9920283223 during office hours 10.00 a.m. to 6.00 p.m.
- The e-auction sale will only be conducted vide "online e-auction" bidding through Exim Bank's approved service provider Auction Tiger, Ahmedabad at its website <https://eximbank.auctiontiger.net> & Prospective Bidder can also view sale details and bidding through Auction Tiger Mobile Application (Android). Please read E-Auction Tender Documents containing E-Auction bid forms, Declarations, general terms and conditions of online sale (Tender Document) which are available on Exim Bank's website [www.eximbankindia.in](http://www.eximbankindia.in).
- The right of first refusal shall be given to the Anchor Bidder to match the highest bid.
- Sale is strictly subject to the terms & conditions incorporated in this e-Auction Notice and the prescribed Tender Document and SARFAESI Act read with the Security Interest (Enforcement) Rules, 2002.
- Exim Bank at its liberty may cancel the e-auction process at any time without assigning any reason thereof.

### STATUTORY 30 DAYS SALE NOTICE UNDER RULE 8(6) & 9(1) OF THE SARFAESI ACT, 2002

The Borrower/Guarantors of the property are hereby notified to pay the sum as mentioned above along with up-to-date interest and ancillary expenses before the date of e-auction, failing which the property will be auctioned/sold and balance dues, if any, will be recovered with interest and cost.

**Place:** Mumbai

**Date:** April 24, 2021

**(Rikesh Chand)**  
**Authorised Officer**



**EXPORT-IMPORT BANK OF INDIA**

Centre One Building, Floor No. 21,  
World Trade Centre Complex, Cuffe Parade, Mumbai- 400 005

**E-AUCTION (UNDER SWISS CHALLENGE PROCESS) TENDER  
DOCUMENT**

**(SALE UNDER SECURITISATION & RECONSTRUCTION OF FINANCIAL  
ASSETS & ENFORCEMENT OF SECURITY INTEREST ACT, 2002)**

(Bid Application with Terms & Conditions of Online Sale)



**EXPORT-IMPORT BANK OF INDIA**

Centre One Building, Floor No. 21,  
World Trade Centre Complex, Cuffe Parade,  
Mumbai – 400 005

**GENERAL TERMS & CONDITIONS OF E-AUCTION SALE**

This Bid Application, Declaration along with Terms & Conditions of Online Sale is a part of the Sale Notice published on April 24, 2021 in “Business Standard” in English language and “Sandesh” in Vernacular (Gujarati) language. The interested parties are requested to intimate their willingness to participate by submitting in writing their Expression of Interest strictly as per format enclosed at Annexure A along with Non-Disclosure Agreement (To be executed on ₹ 500 stamp paper) strictly as per format enclosed at Annexure B duly signed by the authorized person and Declaration as per format at Annexure C sent by hand delivery/email on or before May 4, 2021, 06:00 PM addressed to:

General Manager

Special Situations Group

Export-Import Bank of India

Floor 21, Centre One Building

World Trade Centre Complex

Cuffe Parade, Mumbai – 400 005.

Email ID: [rikesh@eximbankindia.in](mailto:rikesh@eximbankindia.in) / [amit.kumar@eximbankindia.in](mailto:amit.kumar@eximbankindia.in)

Contact No: +91 8879390299 / +91 9920283223

Please note that interested parties, need to submit EOI and NDA strictly as per the enclosed formats, any change in the said document(s) shall be liable to rejection.

**1. Brief Particulars related to Secured Assets under sale:**

**I. Details of the Borrower:** M/s Vipul Shipyard a partnership firm (with partners being Shri Damodar Prasad Gupta, Shri Santhanam Muthuswamy & M/s Onaway Industries Ltd.) having its Principal Place of Business at Near Magdalla Port, Gaviyar Village, Surat – 395007

**II. Details of the Guarantor(s):**

**1. Personal Guarantor:** Mr. Rishi Agarwal having his office at 5<sup>th</sup> Floor, 1 Bhupati Chambers, 13 Mathew Road, Opera House, Mumbai – 400004 and residence at 4C, Somerset Place, 61 D, Bhulabhai Desai Road, Mumbai - 400026

**2. Corporate Guarantors:** Varada Drilling Company Pte Ltd. and Varada Global Pte Ltd. having their office at 371, Beach Road, #22-01/05, Key Point, Singapore – 199 597

**III. Description of the property:** Metal and Scrap assets including Half-built ships (Platforms and Hulls) and Other Iron Materials lying at Surat Shipyard site of M/s. Vipul Shipyard

**IV. Encumbrances on the Property:** To the best of the knowledge, not known to the Bank or the Authorized Officer.

**V. Outstanding Dues:** As on March 31, 2021, the outstanding dues (secured debt owned by the Borrower to the Bank) is ₹ 341,64,85,136.00 (Rupees Three Hundred Forty-One crore Sixty Four lakhs Eighty Five thousand One hundred Thirty six only) + further interest & liquidated damages thereon w.e.f. April 1, 2021 + expenses.

**VI. Reserve price for property (Anchor Bid Price for the Swiss Challenge Method):** ₹1,05,00,000/- (Rupees One Crore Five Lakh only)

**DETAILS OF E-AUCTION**

**VII. E-Auction website :** <https://eximbank.auctiontiger.net>

**VIII. Date of Auction :** May 25, 2021

**IX. Time of Auction:** Between 1.00 p.m to 4.00 p.m with unlimited extensions of 8 Minutes each.

**X. Non-Interest-Bearing Earnest Money Deposit (EMD):** ₹ 10.50 lakh (Rupees Ten lakh Fifty thousand only)

**XI. Mode of deposit of EMD:**

- a) Through NEFT/RTGS Transfer in favour of "Export-Import Bank of India" A/c No. HO00INR42001001, IFS Code EIBI0HO0001; or
- b) By way of Demand Draft/Pay Order in favour of 'Export-Import Bank of India', payable at Mumbai.

**XII. Submission of online application for Bid with EMD:** April 26, 2021 (10:00 am onwards

**XIII. Last date for submission of online application for Bid with EMD:** Till 6:00 pm on May 4, 2021.

**XIV. Date & Time for Inspection of the Property:** May 5 & 6, 2021 from 10:00am to 5:00pm.

**XV. Bid Multiplier:** ₹ 5,00,000/- (Rupee Five Lakh only)

**XVI. Start Price:** Reserve Price + Bid Multiplier of ₹ 5,00,000/- (Rupee Five Lakh only)

**XVII.** The Sale of Secured Assets is on "As is where is", "As is what is", "Whatever there is" and "Without recourse" Basis for and on behalf of the Secured Creditor/Bank viz.: Exim Bank.

- a) To the best of the knowledge and information of the Authorized Officer, there is no encumbrance, lien, charge, statutory dues, etc. on the auctioned property. The e-auction advertisement does not constitute and will not be deemed to constitute any commitment or any representation by or on behalf of the Bank.
- b) The Property is being sold with all the existing and future encumbrances whether known or unknown to the Bank. The Authorised Officer/Secured Creditor shall not be responsible in any way for any third-party claims/rights/dues.

**XVIII.** For further details regarding physical inspection of the property, the interested bidders may contact Mr. Amit Kumar, Phone No +912222172620 / +91 9920283223 during office hours 10.00 a.m. to 6.00 p.m. from Monday to Friday on or before May 4, 2021.

**XIX.** The Intending bidder:

- a) shall submit the evidence for EMD deposit like UTR number along with Expression of Interest for participation in the e-Auction
- b) shall submit self-attested copies of KYC documents as per Schedule mentioned in GENERAL TERMS & CONDITIONS OF E-AUCTION SALE along with (i) valid e-mail ID and (ii) contact number of the bidder, to the Authorised Officer of Exim Bank at

Centre One Building, 21<sup>st</sup> Floor, World Trade Centre Complex, Cuffe Parade, Mumbai - 400005. Scanned copies of the original documents can also be submitted by sending them to the Authorised officer by email. The e-mail id of Authorised Officer is [rikesh@eximbankindia.in](mailto:rikesh@eximbankindia.in).

- c) Bidders may avail online training on e-auction from M/s. e-Procurement Technologies Ltd., Ahmedabad at their own costs and expenses.

**XX.** For more details on valid digital signature and valid email address please contact:

- a) **M/s. e-Procurement Technologies Ltd., Auction Tiger, Ahmedabad**
- b) **Contact person(s):** Mr. Rikin Brahmaxatriya, Sr. Manager – Business Development, Mobile No. +91-9913326773 , E-mail: [rikinauctiontiger.net](mailto:rikinauctiontiger.net)

**XXI.** Details of the property/asset and Tender Document and the forms which every bidder is required to sign/submit can be obtained from the Exim Bank, Centre One Building, 21<sup>st</sup> Floor, World Trade Centre Complex, Cuffe Parade, Mumbai - 400005, during office hours between Monday to Friday from 10:00 am to 5:00 pm. Tender forms can also be downloaded and printed from our website [www.eximbankindia.in](http://www.eximbankindia.in)

**XXII.** Names of the eligible bidders who will be allowed to participate in the e-Auction will be identified by the Authorised Officer after scrutinizing the documents submitted by the intending bidders and will be intimated via email on their registered email ids.

**XXIII.** The EMD of unsuccessful bidders shall be refunded. EMD shall not bear any interest. The Successful Bidder shall deposit 25% of the sale price (less the EMD), by way of Demand Draft/Pay Order in favour of 'Export-Import Bank of India', payable at Mumbai or through NEFT/RTGS Transfer in favour of "Export-Import Bank of India" A/c No. HO00INR42001001, IFS Code EIBI0HO0001 within 7 days on the sale being confirmed in his/her/their favour and the balance amount of sale price within 20 days from the date of confirmation of auction sale or such extended period as may be agreed upon in writing between the parties. Failure to remit the entire amount of sale price within the stipulated period will result in forfeiture of deposit of 25% of the tender price and forfeiture of all claims over the property and the property will be resold.

- XXIV.** The Authorised officer has the absolute right to accept or reject the bid or postpone or cancel the e-auction/sale, as the case may be, without assigning any reason. The Authorised Officer is also not bound to accept the highest offer and may withdraw any property or portion thereof from the auction proceedings without assigning any reason thereof. In the event, all offers are rejected.
- XXV.** The sale is subject to confirmation by the Bank. If the Borrower/Guarantor pays the Bank in full before sale, no sale will be conducted.
- XXVI.** The sale certificate will be issued only in the name of the Successful Bidder/ Purchaser.
- XXVII.** If applicable, while making payment of the balance and final consideration amount of 75% of the successful and highest bid amount, the Successful Bidder/Purchaser shall deduct Tax at Source (TDS) at the rate of 1% (one percent) on the total sale consideration amount/highest successful bid under the provisions of the Income Tax Act, 1961 and deposit the same with the treasury on account of the Bank and issue TDS certificate to the Bank on or before the Certificate of Sale is issued by Bank in favour of the Successful bidder/Purchaser. As per Section 194-1 A of the Income Tax Act 1961, TDS @1% will be applicable on the sale proceeds, where the sale consideration is ₹ 50,00,000/- (Rupees Fifty Lakh) and above. The Successful bidder/purchaser shall deduct 1% TDS from the Sale Price and deposit the same with Income Tax Department in Form no. 16-B, containing the Bank's name and the PAN No. AAACE2769D as a seller and submit the original receipt of the TDS Certificate to the Bank.

## **2. Nature and Object of Online Sale**

- a. The online e-auction sale under Swiss Challenge Process is with the avowed object of Free and Fair Sale, transparency and for achieving best possible recovery of public money.
- b. The E-auction is governed by the provisions of Securitization and Reconstruction of Financial Assets and Enforcement of Security Interest act, 2002 and Security Interest (Enforcement) Rules, 2002 and the following specific terms & conditions.



### **3. Caution to bidders:**

- a. Property is sold on As is where is / As is what is / Whatever there is / Without recourse Basis.
- b. Bidders are advised / cautioned to verify with the concerned Sub Registrar Office as well as the Revenue Records and to satisfy themselves regarding the nature, description, condition, encumbrance, lien, charge, statutory dues, etc over the property before submitting their bids.
- c. The Bidders shall not be entitled to receive re-imbursement of any expenses which may have been incurred in preparation of the Bid/Offer for submission and / or for carrying out due diligence, search of title to the assets and matters incidental thereto or for any other purpose in connection with the purchase of the assets under reference.
- d. Bidders are advised to go through all the terms and conditions of sale given in the tender document and also in the corresponding public sale / e-auction notice in the newspapers before submitting the bid and participating in the online bidding / auction.
- e. Statutory dues / liabilities etc due to the Government / local body, if any, whether mentioned in the sale notice / tender document or not, shall be borne by the successful / highest bidder / purchaser(s).
- f. Bidders may encounter certain unforeseen problems such as time lag, heavy traffic, and system / power failure at the bidders' end. To avoid losing out on bidding because of above mentioned reasons, it is advised not to wait till the last moment.

### **4. Inspection of property**

- a. Property can be inspected on the date(s) given in the e-auction public sale notice / tender document.
- b. Bidders shall inspect the property/asset and satisfy themselves regarding the physical nature, condition, extend, etc. of the property.
- c. Complaints, if any, in the matter of inspection shall immediately be brought to the notice of Authorised Officer and in any event before the auction of the property.
- d. Also for details regarding physical inspection of the property, the interested bidders may contact Mr. Amit Kumar, Phone No +912222172620 / +91 9920283223 during office hours 10.00 a.m. to 6.00 p.m, from Monday to Friday on or before May 4, 2021.

## **5. Technical Terms and Conditions**

- a. Prospective bidder shall have a valid e-mail ID.
- b. Prospective bidder has to register with the 'online' service provider.
- c. Only upon verification of the bid form and confirmation of remittance of EMD, the user ID issued by the online service provider will be activated permitting the bidder to enter into the website of the service provider for bidding.
- d. Bidders should not disclose their user ID as well as password and other material information relating to the bidding to any one and to safeguard its secrecy.
- e. Bidders are advised to change the password immediately on receipt from the service provider.

## **6. Submission of the Bid forms**

- a. Bids in the prescribed format given in the tender document shall be submitted 'online' through the portal of <https://eximbank.auctiontiger.net>. Bids submitted otherwise shall not be eligible for consideration and rejected. Bids shall be submitted online before the last date and time given in the E-auction notice / tender document.
- b. Bid form shall be duly filled in with all the relevant details. Incomplete / unsigned bids forms or complete bid forms without EMD remittance details will be summarily rejected.
- c. Only copy of PAN Card, Passport, Voter's ID, Valid driving license or photo identity card issued by Government & PSU will be accepted as the identity document and should be submitted along with the bid form. Original identity document, copy of which is submitted along with the bid form, must be produced on demand. For more details pertaining to the KYC documents please refer the schedule hereinbelow as per Serial No. 22.

## **7. Earnest money deposit (EMD)**

- a. The bid shall be accompanied by the EMD as specified in the E-auction notice / tender document.
- b. EMD and other deposits shall be remitted through NEFT/RTGS Transfer in favour of "Export-Import Bank of India" A/c No. HO00INR42001001, IFS Code EIBI0HO0001; or b) By way of Demand Draft/Pay Order in favour of

'Export-Import Bank of India', payable at Mumbai as specified in the E-Auction Notice/Tender Document.

- c. Bidders not to disclose remittance details of EMD, UTR code etc. to any one and to safeguard its secrecy.
- d. Bidders shall preserve the remittance *challan* and shall produce the same as and when demanded by the Bank.

All details regarding remittance of EMD shall be entered in the bid form.

- e. EMD either in part or in full, is liable for forfeiture in case of default.

## **8. Bid Multiplier**

- a. The bid increment/multiplier shall be at ₹ 5,00,000/-.
- b. The bidders shall increase their bids in multiples of the amount specified in the E-Auction notice.

## **9. Duration of Auction Sale:**

- a. Online auction sale will start automatically on and at the time given in the E-auction notice / tender documents.
- b. E-auction sale / bidding time will initially be for a period of three hour and the bidding process will get automatically extended by Eight minutes duration each and will be kept open till the auction sale concludes.
- c. If any market leading bid (bid higher than the highest at the point in time) is received within the last eight minutes of closing time, the bidding time will be extended automatically by eight minutes and if no bid higher than last quoted highest bid is received within the said extended eight minutes, the auction sale will automatically get closed at the expiry of the extended eight minutes. There will thus be an extension of bidding time, each of eight minutes duration, till auction is concluded.
- d. Bidders are advised to enter their bid accordingly keeping in mind the eight minutes duration.
- e. No complaint on time factor or paucity of time for bidding will be entertained.

## **10. Online bidding**

- a. Auction/bidding will be only online bidding through the portal provided by the service provider.
- b. All bids placed are to be treated as legally valid bids and are to be considered as bids from the bidder himself.

- c. Once the bid is placed, the bidder cannot reduce or withdraw the bid for whatever reason. If done so, the EMD amount shall be forfeited.
- d. The highest and the latest bid on the auction shall supersede all the previous bids of the respective bidders. The bidder with the highest offer/bid does not get any right to demand acceptance of his bid.
- e. The Anchor Bidder will be given an opportunity to match the highest bid.
- f. The bidder shall be solely responsible for all consequences arising out of the bid submitted by him (including any wrongful bidding) and no complaint / representation will be entertained in this regard by the bank. Hence bidders are cautioned to be careful to check the bid amount and alter / rectify their bid if required before confirming the bid submitted.
- g. Bidders are cautioned to be careful while entering their bid amount and to check for alteration, if any, before confirming the same.
- h. No request / complaint of wrong bidding will be entertained for cancelling the sale and in such case; the EMD in full will be forfeited.

## **11. Inter-se Bidding**

- a. If more than one offer is received for an amount equal to or higher than the reserve price, the Bank will have a right to conduct *inter-se* bidding amongst the bidders within the duration of Auction Sale. The Authorized Officer reserves its right to accept any or reject all offer/s without assigning any reason and in case all the offers are rejected, either to hold negotiations with any of the tenderers or sell the property through private negotiations with any of the tenderers or any other party/parties or invite fresh tenders. Exim Bank's decision in this behalf shall be final. Authorised Officer (AO) reserves the right to retain the EMD of top three bids upto two months from the date of auction and the amount of EMD will not carry any interest. The Bids so retained will be valid for two months from the date of auction or till further extension of time as may be approved by the AO. The EMD of other bids will be returned within 30 days from the date of auction. In case there is a default in payment of balance sale consideration by the successful bidder, Authorised Officer will reserve its right to consider sale to the next highest bidder.

## **12. Right of First Refusal**

- a. The right of first refusal shall be given to the Anchor Bidder offering the Reserve price to match the highest bid.

### **13. Declaration of successful bidder**

- a. The Anchor Bidder will be given the opportunity to match the bid price of the highest bidder within 1 hour of completion of duration of Auction Sale. If the Anchor Bidder is able to match the bid price, Anchor Bidder will be declared as the successful bidder and sale will be confirmed in his favour. In case the Anchor Bidder is not able to match the bid price, the Highest bidder will be declared as the successful bidder and sale will be confirmed in his favour. The intimation to the bidder / bidders concerned of having declared successful in the Auction Sale will be sent to them through e-mail on the email-id mentioned in their Expression of Interest. The date of sending the e-mail will be considered as date of intimation.
- b. If no intimation reaches, bidders are advised to find out status from the Bank. Non-receipt of information will not be considered as ground for default /non-payment by the successful bidder.

### **14. Deposit of purchase price**

- a. The bidder declared successful, shall pay, within 7 days after such declaration, a deposit of 25 % (less EMD already paid) on the amount of the purchase money / successful highest bid amount.
- b. In case of the auction sale proceedings concluding beyond the banking transaction hours, the deposit of 25% of purchase price (less already paid) shall be remitted before 5.00 p.m. of the next working day.
- c. The balance amount of purchase money shall be paid through NEFT/RTGS Transfer in favour of "Export-Import Bank of India" A/c No. HO00INR42001001, IFS Code EIBI0HO0001; or b) By way of Demand Draft/Pay Order in favour of 'Export-Import Bank of India', payable at Mumbai as specified in the E-auction notice / tender document, on or before the Twentieth (20<sup>th</sup>) day from the date of the sale or within such period as may be extended for the reason to be recorded by the Authorized Officer.

### **15. Default of payment**

- a. Default in the payment of 25% of bid amount (less EMD) within 7 day, and 75% of balance bid amount within the time stipulated in clause 14 above, shall result in forfeiture of the amount already paid and in such case,

Authorised Officer will reserve its right to consider sale to the next highest bidder.

b. The EMD and any other monies paid by the successful bidder shall be forfeited by the Authorized Officer of the Bank.

#### **16. Sale Certificate / Payment of Stamp Duty**

- a. On payment of the entire purchase price / bid amount, Sale Certificate will be issued by the Authorized Officer of the Bank only in the name / names of the bidders whose name / names are mentioned in the bid form.
- b. No request for inclusion / substitution of names, other than those mentioned in the bid, in the sale certificate will be entertained.
- c. Sale Confirmation / Sale certificate shall be collected in person or through an authorized person.
- d. The stamp duty, registration charges etc, as per relevant laws for the sale certificate shall be borne by the successful bidder / purchaser. In case, successful bidder fails to arrange for registration of sale certificate, within two months from the payment of full consideration of the property, the Bank reserves right to cancel the sale and forfeit the entire amount paid by the successful bidder and conduct e-auction afresh.
- e. The Sale Certificate will not be issued pending operations of any stay / injunction / restraint order passed by the DRT/DRAT/ High Court or any other Court against the issue of Sale Certificate.
- f. The deposit made by the successful bidder, pending execution of Sale Certificate will be kept in non-interest-bearing deposit account. No request for return of deposit either in part or full / cancellation of sale will be entertained.

#### **17. Return of EMD**

- a. EMD of unsuccessful bidders will be returned through NEFT/RTGS transfer to the Bank account details provided by them in the bid form and may be intimated via their e-mail id. However, Authorised Officer reserves the right to retain EMD of top three bids upto two months from the date of Auction.
- b. Unsuccessful bidders shall ensure return of their EMD and if not, immediately to contact the Authorized Officer of the bank.

## **18. Stay / Cancellation of Sale**

- a. In case of stay of further proceedings by the Debts Recovery Tribunal (DRT), Debts recovery Appellate Tribunal (DRAT), High Court or any other Court for forum, the auction may either be deferred or cancelled and persons participating in the sale shall have no right to claim damages, compensation or costs for such postponement or cancellation.
- b. Default in payment of the initial deposit of 25% of the purchase price or in the payment of the balance purchase price within the stipulated / extended time will result in cancellation of sale.

## **19. Delivery of possession**

- a. All expenses and incidental charges in relation to taking physical possession of the property as well as all acts relating thereto shall be borne by the Auction Purchaser and the Auction Purchaser can take delivery of the movable assets at any time within 30 days, after Exim Bank has received the full Purchase price.
- b. The Bank shall not be responsible for any loss or liabilities of the tenderer if the purchased property could not be delivered due to circumstances beyond the control of the Bank and or the Authorised Officer.
- c. In case delivery is not taken within the specified time, due to unforeseen reasons, then Exim Bank shall grant suitable extension of delivery period to the bidder without any related charges till the expiry of such extended period. In such eventuality, however, the successful Bidder shall not be entitled to claim any compensation for such delay.

## **20. General**

- a. The authorized officer will be at liberty to amend / modify / delete any of the conditions as may be deemed necessary in light of the facts and circumstances of each case.
- b. The Authorized Officer reserves the right to accept or reject all or any bid or bids without assigning any reasons and to postpone or cancel the sale without assigning any reason.

- c. Bidders shall be deemed to have read and understood all the conditions of sale and are bound by the same.
- d. No counteroffer / conditions by the bidder and / or successful bidder will be entertained.

## **21. Training**

- a. For bidders who have indicated non-familiarity with e-auction, training on a DEMO/ MOCK AUCTION will be arranged in a manner and on such date by the service provider as may be specified in the scheduled programme.
- b. Only those bidders who have registered themselves for the auction by submitting the 'Declaration Form' and have also paid the EMD can participate in this mock auction.
- c. No training will be given during the actual e-auction.



**Schedule <sup>1</sup>(KYC Documents for E-Auction)**

Sr. No	PARTICULARS
<b>INDIVIDUALS</b>	
	PAN Card
	Passport / Driving License / Voter ID Card / NREGA Card and AADHAR Card
	Electricity Bills or any other state utility bills
<b>SOLE PROPRIETORSHIPS</b>	
	PAN Card
	Registration Certificate
	CST / VAT / License or any other certificate issued by concerned competent authority
	Electricity Bills or any other state utility bills
<b>PARTNERSHIP FIRMS</b>	
	PAN Card
	Registration Certificate
	Partnership Deed and any amendment/addendum thereto
	Power of Attorney granted to a partner of the firm to buy property on its behalf
	Particulars, as mentioned under Sr. No. A above, of partner to whom POA is given.
<b>COMPANIES</b>	
	PAN Card
	Certificate of incorporation.
	CIN
	Memorandum & Articles of Association
	Board resolution / POA authorising a person to purchase property for Company
	Particulars, as mentioned under Sr. No. A, of authorised person, attested by the Company
	Latest Form 32
	For public limited company, Certified Copy of Certificate of Commencement
<b>LIMITED LIABILITY PARTNERSHIPS</b>	
	PAN Card
	LLP agreement
	Incorporation document and DPIN of the designated partners
	Certificate of Registration issued by the ROC concerned
	LLP-IN issued by the ROC
	Resolution in favour of the partner to buy the property
	Particulars, as mentioned under Sr. No. A above, of concerned partner
<b>TRUST / ASSOCIATION / SOCIETY</b>	
	PAN Card
	Certificate of Registration
	Resolution / POA granted to buy property
	Declaration of Trust / Bye Laws of Society / Association allowing purchase of property
	Particulars, as mentioned under Sr. No. A, of person authorised to purchase property
<b>H.U.F.</b>	
	PAN card
	HUF Declaration for purchase of property
	Particulars, as mentioned under Sr. No. A above, of Karta of HUF

**Note:** Self Certified photocopy are to be produced.

<sup>1</sup> Please note that the above KYC list is general and broad based.

Expression of Interest  
On Investor's Letter Head  
<Draft>  
Dated:  
General Manager  
Special Situations Group  
Export-Import Bank of India  
Floor 21, World Trade Centre Complex  
Cuffe Parade  
Mumbai – 400 005.

Sub: Auction Sale – M/s Vipul Shipyard \_\_\_\_\_2021

We refer to EXIM Bank's PUBLICATION on its website on \_\_\_\_\_2021 on Auction Sale. We hereby confirm our intention to proceed with the site-visit organized by you to make an assessment of the movable assets. This is to confirm that:

We are eligible and have the financial capacity to conclude the purchase of NPA Account in accordance with the applicable laws and regulations of India.

Subject to our findings and pursuant to the due diligence review, we intend to submit a Bid for the movable assets of M/s Vipul Shipyard being auctioned under Swiss Challenge Method by EXIM BANK.

In undertaking this transaction, we have no conflict of interest with and are not related, directly or indirectly, to EXIM Bank.

We have already executed NDA in the month of \_\_\_\_\_, 2021 and the same shall stand valid.

Details of the Contact person/Authorised signatory with address, contact no and Email ID as well as KYC documents enlisted in Schedule are as under:

We shall be in touch with you to co-ordinate on the site-visit.

With regards,

<Authorised Signatory>

NON-DISCLOSURE AGREEMENT  
(No changes allowed in this format)  
(To be executed on ₹ 500 stamp paper)

This Agreement is made on the \_\_\_\_\_ day of \_\_\_\_\_  
Between \_\_\_\_\_, (a \_\_\_\_\_ incorporated  
under the \_\_\_\_\_) having its office at \_\_\_\_\_  
(hereinafter referred to as “\_\_\_\_\_” or the “Receiving Party”, which  
expression unless repugnant to the context or meaning thereof be deemed to  
include its successors and assigns) of the ONE PART;

AND

**Export-Import Bank of India**, a corporation established under the Export-Import  
Bank of India Act, 1981 and having its Head Office at Floor 21, Centre One  
Building, World Trade Centre Complex, Cuffe Parade, Mumbai 400 005  
hereinafter referred “EXIM” or “Disclosing Party”) which expression unless  
repugnant to the context or meaning thereof be deemed to include its  
successors and assigns) of the OTHER PART.

\_\_\_\_\_ & EXIM are hereinafter collectively referred to as the  
“Parties” and individually as a “Party”.

**WHEREAS**

The Parties intend to engage in a business relationship which includes bidding for  
movable properties of M/s Vipul Shipyard. In the course of such business  
relationship, it is anticipated that EXIM may disclose or deliver to \_\_\_\_\_  
certain or some of its trade secrets, policies, technical and business information,  
pricing, financial analysis, customer names, customer list, customer data or any  
other confidential or proprietary information, for the purpose of conducting due  
diligence for purchase of movable properties of M/s Vipul Shipyard (hereinafter  
referred to as “the Purpose”).

**NOW, THEREFORE, THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY  
AND BETWEEN THE PARTIES HERETO AS FOLLOWS:**

1. **Confidential information:** For the purposes of this Agreement, “Confidential Information” means any and all information or data that is proprietary to the Disclosing Party and not generally known to the public, whether in tangible or intangible form, in whatever medium provided by the Disclosing Party to the Receiving Party or its representative(s) in connection with the Purpose and the business transacted/to be transacted between the Parties. Confidential Information shall include any copy, abstract, sample, notes or module thereof.

The Receiving Party shall use the Confidential Information solely for and in connection with the Purpose.

Notwithstanding the foregoing, “Confidential Information” shall not include any information which the Receiving Party can show: (a) is now or subsequently becomes legally and publicly available without breach of this Agreement by the Receiving Party, (b) was rightfully in the possession of the Receiving Party without any obligation of confidentiality prior to receiving it from the Disclosing Party and can be shown by documentary evidence in support thereof, (c) was rightfully obtained by the Receiving Party from a source other than the Disclosing Party without any obligation of confidentiality and can be shown by documentary evidence in support thereof, (d) was developed by or for the Receiving Party independently and without reference to any Confidential Information and such independent development can be shown by documentary evidence, or (e) is disclosed pursuant to an order of a court or governmental agency as so required by such order, provided that the Receiving Party shall endeavour to, unless prohibited by law or regulation, promptly notify the Disclosing Party of such order and afford the Disclosing Party the opportunity to seek appropriate protective order relating to such disclosure.

2. **Non-disclosure:** The Receiving Party shall not commercially use or disclose any Confidential Information to any other person or entity other than persons in the direct employment of the Receiving Party who have a need to have access to and knowledge of the Confidential Information solely for the Purpose authorized above. The Receiving Party may with prior written permission of the Disclosing Party, disclose the Confidential Information to its affiliates, consultants, advisors and such other persons who have a need to have access to and knowledge of the Confidential Information solely for the Purpose authorized above, subject to their entering into an agreement containing terms and conditions no less restrictive

than as set out in this Agreement. The Receiving Party agrees to notify the Disclosing Party immediately if it learns of any use of disclosure of the Disclosing Party's Confidential Information in violation of the terms of this Agreement. The Receiving Party undertakes to take full responsibility for the Confidential Information given to their Consultants, Advisors, Affiliates and other persons referred in above and consequently any breach by such Consultants, Advisors Affiliates and other persons referred in above shall be treated as breach by the Receiving Party and accordingly will be liable to the Disclosing Party.

3. **Publications:** Neither Party shall make news releases, public announcements, give interviews, issue or publish advertisements or publicize in print or electronic media or any other manner whatsoever in connection with this Agreement, the contents/provisions thereof, other information relating to this Agreement, the Purpose, the Confidential Information or other matter of this Agreement, without the prior written approval of the other Party.

4. **Term:** This Agreement shall be effective from the date hereof and shall continue till the earlier to occur of (i) the expiration of 1 (one) year from the date of this Agreement unless renewed by both the parties in writing and (ii) till expiration or termination of this Agreement due to cessation of the business relationship between \_\_\_\_\_ and EXIM. However, the confidentiality obligations shall survive the termination of this Agreement. Upon expiration or termination as contemplated herein the Receiving Party shall immediately, cease any and all disclosures or uses of the Confidential Information and at the request of the Disclosing Party promptly return or destroy all written, graphic or other tangible forms of the Confidential information and all copies, abstracts, extracts, samples, notes or modules thereof. That portion of the Information which consists or which may consist of analysis, compilations, studies or other documents or data prepared by the Receiving Party or its representatives, will continue to be held by the Receiving Party and will be treated as confidential.

5. **Title and Proprietary Rights:** Notwithstanding the disclosure of any Confidential Information by the Disclosing Party to the Receiving Party, the Disclosing Party shall retain title and all intellectual property and proprietary rights in the Confidential Information. No license under any trademark, patent or copyright, or application for same which are now or thereafter may be obtained by such Party is either granted or implied by the conveying of Confidential

Information. The Receiving Party shall not conceal, alter, obliterate, mutilate, deface or otherwise interfere with any trademark, trademark notice, copyright notice, confidentiality notice or any notice of any other proprietary right of the Disclosing Party on any copy of the Confidential Information, and shall reproduce any such mark or notice on all copies of such Confidential Information. Likewise, the Receiving Party shall not add or emboss its own or any other any mark, symbol or logo on such Confidential Information.

Return of Confidential Information: Upon written demand of the Disclosing Party, the Receiving party shall

- a. cease using the Confidential Information,
- b. return all/any Confidential Information and all/any copies, abstract, extracts, samples, notes or modules thereof to the Disclosing Party within seven (7) days after receipt of notice, and
- c. Upon request of the Disclosing Party, certify in writing that the Receiving Party has complied with the obligations set forth in this agreement.

6. **Remedies:** Both parties acknowledge that the Confidential Information to be disclosed hereunder is of a unique and valuable character, and that the unauthorized dissemination of the Confidential Information would destroy or diminish the value of such information. The Receiving Party acknowledges that if the Receiving Party fails to comply with any of its obligations hereunder, the Disclosing Party may suffer immediate, irreparable harm for which monetary damages may not be adequate. The Receiving Party agrees that, in addition to all other remedies provided at law or in equity, the Disclosing Party shall be entitled to injunctive relief hereunder.

7. **Entire Agreement, Amendment, and Assignment:** This Agreement constitutes the entire agreement between the Parties relating to the matters discussed herein and supersedes any and all prior oral discussions and/or written correspondence or agreements between the Parties. This Agreement may be amended or modified only with the mutual written consent of the Parties. Neither this Agreement nor any right granted hereunder shall be assignable or otherwise transferable.

8. **Indemnity:** The Receiving Party hereby indemnifies the Disclosing Party, and shall always keep indemnified and hold the Disclosing Party, its employees,

personnel, officers, directors, harmless from and against any and all losses, liabilities, claims, actions, costs and expenses (including attorneys' fees) relating to, resulting directly or indirectly from or in any way arising out of any claim, suit or proceeding brought against the Disclosing Party as a result of breach of any of the term of this Agreement or breach of any representation or on account of any false representation or inaccurate statement or assurance or covenant or warranty of the Receiving Party and/or breach of confidentiality obligations of the Receiving Party, or its employees or delegates, contained in this Agreement; and/or negligence or gross misconduct attributable to the Receiving Party its employees/delegates.

9. **Notices:** Any notice or other communication under this Agreement shall be in writing and shall be delivered personally, or sent by pre-paid first class post or recorded delivery or by commercial courier or by electronic mail, to a party at its address as set out below:

Disclosing Party: Export - Import Bank of India

21st Floor, World Trade Centre Complex, Cuffe Parade, Mumbai 400 005.

Receiving Party: \_\_\_\_\_ (along with address, name of authorized official and email)

Or as otherwise specified by a party by notice in writing to the other party.

Any notice or other communication shall be deemed to have been duly received:

- i. If delivered personally, when left at the address and for the contact referred to in this clause; or
- ii. If sent by pre-paid first class post or recorded delivery, at 11.00 am on the fourth business day after posting; or
- iii. If delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed; or
- iv. If sent by an electronic mail, on the day of receipt, if received before 11.00 a.m. on a business day, or otherwise on the first business day after receipt.

10. **Governing Law and Jurisdiction:** The provisions of this Agreement shall be governed by the laws of India and the parties submit to the jurisdiction of courts/tribunals at Mumbai.

11. **General:** The Receiving Party shall not reverse-engineer, decompile, disassemble or otherwise interfere with any Confidential Information disclosed hereunder.

All Confidential Information is provided on "as is" basis. In no event shall the Disclosing Party be liable for the inaccuracy or incompleteness of the Confidential Information. None of the Confidential Information disclosed by the Parties constitutes any representation, warranty, assurance, guarantee or inducement by either Party to the other with respect to the fitness of such Confidential Information for any particular purpose or infringement of trademarks, patents, copyrights or any right of third persons. Each party agrees to maintain and go by all the extant laws, regulatory guidelines and such other similar regulations.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the

Date first above written.

By Export-Import Bank of India

Title:

Name:

By Receiving Parties

Title:

Name:



## Declaration

Date:

To  
The Authorised Officer  
Export Import Bank of India,  
Floor 21, Centre One Building  
World Trade Centre Complex,  
Cuffe Parade, Mumbai-400 005

I/We, the tenderer/s aforesaid do hereby state that, I/We have read the entire terms and conditions of the tender and public notice for Sale and have understood them fully. I/We, hereby unconditionally agree to conform with and to be bound by the said terms and conditions.

I/We further declare that I/We intend to purchase the above referred movable property from Exim Bank for our own use/business and that the information revealed by me/us in the tender document is true and correct to the best of my/our belief. I/We understand and agree that if any of the statement/information revealed by me/us is found to be incorrect and/or untrue, the tender submitted by me/us is liable to be cancelled and in such case the Earnest Money Deposit paid by me/us is liable to be forfeited by Exim Bank and Exim Bank will be at liberty to annul the offer made to me/us at any point of time. I/We also agree that after my/our offer given in my/our tender for purchase of the movable property is accepted by Exim Bank and I/we fail to accept or act upon the terms & conditions of the offer letter or am /are not able to complete the transaction or arrange for registration of Sale certificate within the time limit specified in the offer letter for any reason whatsoever and/or fail to fulfill any/all the terms & conditions of the tender and offer letter, the Earnest Money Deposit and any other monies paid by me/us along with the tender and thereafter, are liable to be forfeited by Exim Bank and that Exim Bank has also a right to proceed against me/us for specific performance of the contract, if so desired by Exim Bank or cancel the sale and conduct e-auction afresh.

I/We further understand and declare that the decision taken by the Authorised Officer of the Bank in all respect shall be final and binding on me/us.

I/We also undertake to abide by the additional terms and conditions, if any, announced during the auction including the announcement of correction and / or addition or deletion of terms being offered for sale.

(M/s. \_\_\_\_\_)  
Digital signature of Tenderer

Name of the Tenderer :  
 Address (Office) : .....  
 (Residence) : .....  
 Tel.No. (Office) : .....  
 (Residence) : .....  
 Fax No. : .....  
 E-mail address : .....  
 Mobile No. : .....

**N.B.** In case of corporates, the above details to the extent applicable, be given in respect of key/concerned.



# EXPORT-IMPORT BANK OF INDIA

Centre One Building, Floor No. 21,  
World Trade Centre Complex, Cuffe Parade,  
Mumbai – 400 005

## E-AUCTION BID FORM

*(Read carefully the terms and conditions of sale before filling-up and submitting the bid)*

Sr. No.	Name of Bidder (s) (in Capital)  (1)	Father's/ Husband's Name  (2)	Postal Address of Bidder(s). If bidder is a company, address of its Regd. Office  (3)	Phone/Mobile Number & E- mail ID  (4)
A.				
B.				
C.				
D.				
E.	Bank Account Details for refund of EMD i. Bank A/c No. ii. IFSC Code No. iii. Branch Name			
F.	Date of Submission of Bid			
G.	PAN Number			
H.	Property / Asset Item No. in respect of which the bid is submitted <sup>2</sup>			
I.	Whether EMD remitted		Yes / No	
J.	EMD Remittance Details* i. Date of remittance ii. Name of Bank iii. Branch iv. Account No. v. IFSC Code No. vi. UTR No.			

I declare that I have read and understood all the terms and conditions of the E-auction sale and I undertake to abide by them.

(Digital Signature of the Bidder)

\*Mandatory: Bidders should preserve the EMD remittance *challan* and produce on demand.

<sup>2</sup> In case of auction of multiple properties.