



**THE INSTITUTE OF
Company Secretaries of India**
IN PURSUIT OF PROFESSIONAL EXCELLENCE
Statutory body under an Act of Parliament

TENDER FOR SALE OF LAND

The Institute of Company Secretaries of India invites sealed offers from interested parties for outright sale of its land of 14.72 Cents [6171 sq.ft.- Compound wall and Watchman Shed of 80 Sq.Ft.] situated at prime location at plot No. 556, Mettupalayam Road, Coimbatore – 641 043 on “**as is where is basis**”. For details please log on to our website www.icsi.edu. The Last date of receipt of bids is on or before 22nd July 2013 at 3.00pm.

**The Chairman
Coimbatore Chapter of SIRC of ICSI**



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TENDER FOR SALE OF PLOT/ BUILDINGS/BUILT- UP FLOOR(S)

(To be hosted in Institute's website)

The Institute of Company Secretaries of India herein after referred as "Institute" is a statutory body constituted under an Act of Parliament, i.e. the Company Secretaries Act, 1980. It is functioning under the overall administrative jurisdiction of Ministry of Corporate Affairs, Government of India having its Headquarters at "ICSI House", 22 Institutional Area Lodi Road, New Delhi-110 003. The Institute has its headquarters at New Delhi, four Regional Offices at Kolkata, Delhi, Chennai & Mumbai, Centre for Corporate Governance, Research & Training Centre at Navi Mumbai, 69 Domestic and 1(one) Overseas Chapter at Dubai.

The Institute invites offers from the interested parties for outright sale of its land admeasuring 14.72 Centsor 6171 sq. ft. with Compound wall and Watchman Shed of 80 Sq.Ft. at plot No. 556, Mettupalayam Road, Coimbatore – 641 043 on "**as is where is basis**". Interested parties may download the format (**Annexure-I**) and terms & conditions from the Institute's website: www.icsi.edu and submit their offers in a sealed envelope super-scribed as "**Offer for Purchase of Plot with Compound wall and Watchman Shedat 556, Mettupalayam Road, Coimbatore – 641 043**" so as to reach on or before 22/07/2013 at following address:

Shri P.Eswaramoorthy
Chairman, Coimbatore Chapter,
The Institute of Company Secretaries of India
119A, Ramanarayana Lay Out, Bharathi Park Road II,
Coimbatore – 641 043.

The above may be submitted at the Reception of the Institute's premises at 119A, Ramanarayana Lay Out, Bharathi Park Road II, Coimbatore – 641 043.

The Institute shall not be liable for any postal delays what so ever in receipt of tender and tenders received after the stipulated date and time shall not be entertained. Incomplete tender received shall be summarily rejected.

Priority would be given to Public Sector units / Govt. Departments / Public Financial Institutions. No Brokers please.

The Institute reserves the right to accept or reject any or all tenders including the lowest tender/s without assigning any reason at its sole discretion.

Chairman

GENERAL TERMS AND CONDITIONS

I ELIGIBILITY

The bidder should:

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

The Institute 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 the Institute. If there are any changes in the consortium structure, the Institute reserves the right to accept / cancel the sale. However, the financial arrangement between the parties should be specified in the tender documents.

II LOCATION AND DESCRIPTION OF THE PROPERTY

The properties proposed for sale are located at plot No.556, Mettupalayam Road, Coimbatore - 641 043. The map (sketch) showing location and area of the property is enclosed (**Annexure II**).

All that piece and parcel of lease-hold/ free hold land comprising Plot No.556 measuring 14.72 Cents (6171 sq. ft.) is situated at 556, Mettupalayam Road, Coimbatore – 641 043, Distt. of Coimbatore in the State of Tamilnadu bounded by:

On the North –Site No.1

On the South –Site No.3 Bastmen Realtors (P) Ltd.

On the East –North Coimbatore Railway Property

On the West –Mettupalayam Road

Together with all buildings and structures constructed thereon.

III TITLE DEED OF LAND

The title of the property owned by the Institute is clear and marketable.

IV SUBMISSION OF OFFER

Sealed offers with all pages of this Tender Document including General & Special Terms & Conditions should be Signed as token of acceptance and submitted in original in a sealed envelope super scribing “**Offer for Purchase of Plot with Compound wall and Watchman Shedat 556, Mettupalayam Road, Coimbatore – 641 043**”, addressed to the Chairman, Coimbatore Chapter. The last date of receipt of sealed offer is on or before 22/07/2013 at 3.00 PM in a sealed tender to be submitted at the Reception of the office of the institute or the same may be sent by post. No other mode of submission such as telex, telegraphic, fax etc. shall be considered. Tender received in open condition will be rejected / not accepted. The sealed offers will be opened on 23/07/2013 at 3.00 PM in the premises of the Institute at 119A, Ramanarayana Lay Out, Bharathi Park Road II, Coimbatore – 641043. The representatives of the bidders may remain present while opening of the same, if they wish. In the event of Institute’s office remaining closed on the day of opening of bid for any unforeseen reason, the bids shall be opened on the next working day of the Institute at the same time.

V SITE INSPECTION

Inspection of premises may be done by the bidders on any working day between 10.00 AM to 5.00 PM by contacting Mr. P. Eswaramoorthy, Chairman of the Coimbatore Chapter. (Contact No. : 9443419246)

VI SALE BY BIDDING

The Sale of the property will be done on the basis of highest tendered /negotiated price provided that the price is considered reasonable by the Institute and shall be final and binding on the Parties. However, the Institute has the right for selection of the parties considering their reputation.

VII EARNEST MONEY DEPOSIT (EMD)

EMD of Rs. 1,00,000/- (Rupees One Lakhs only) in the form of Demand Draft (DD) / Pay Order drawn in favour of **The Institute of Company Secretaries of India**. Cheques / Fixed Deposit Receipts / Bank Guarantee in lieu of EMD will not be accepted. The EMDs of the unsuccessful bidders will be refunded without any interest after completion of the tender process. The EMD of successful bidder will be adjusted in the total consideration of the property.

VIII SELECTION OF BID

- (a) Sale of part of the property shall not be considered.
- (b) Bidders shall also completely familiarize themselves with all prevailing rules, regulations, statutory obligations etc., required for transfer of property by way of outright sale and for further developments after purchase of the property, before filling up of the tender.

- (c) Sale will be done on the basis of the highest bid price provided that such tendered rate / amount quoted by the Bidder are found reasonable and acceptable by the institute including the reputation of the bidder.
- (d) Sale shall be made in the name of the Bidder only. No nominee(s) of the bidder shall be entertained.
- (e) The land / property will be sold on “**as is where is basis**” only.
- (f) Agreement to sell once made shall not be altered.

IX MODE OF PAYMENT

- (a) First installment of 50% of the accepted bid price of the property shall become payable as per the Acceptance Letter within 60 days from the date of issue of Acceptance Letter failing which the bid is liable for cancellation apart from forfeiture of EMD. The party shall execute an “Agreement for Sale” with the Institute immediately thereafter.
- (b) If the party fails to deposit first installment of 50% of the accepted bid price of the property within 10 days from the date of issue of intimation letter, the offer is liable for cancellation with forfeiture of EMD. However, the Institute, at its discretion may on the request of the party extend the time for payment for a period not exceeding 30 days and the party shall pay in addition interest @ 18% on the said amount for the extended period failing which the EMD of the party will stand forfeited.
- (c) The balance consideration together with other dues, if any, after adjustment of first installment and EMD shall be payable at the time of execution of Sale Deed.
- (d) However, the Institute reserves the right to accept the total sale consideration at the time of Agreement to Sell pending execution of Sale Deed.

X SALE DEED EXECUTION

The party has to get the Sale Deed executed in his name immediately after execution of Agreement to Sell after depositing the full sale consideration of property and other dues, if any. Execution and registration of the ‘Sale Deed’ in the name of the nominees shall not be permitted. All costs & fees including registration, stamp duty & others, if any will be borne by the party/purchaser.

XI POSSESSION

Possession of property will be given to the party only on the execution and registration of the Sale Deed. The Institute may at its sole discretion handover the possession pending execution and registration of Sale Deed in case the entire sale consideration is received earlier along with other deposits.

XII AMENDMENTS

The Institute reserves the right to amend any terms and conditions of the tender without notice of such amendment(s) and the same shall be binding on the bidders.

XIII ACCEPTANCE/REJECTION OF OFFERS

The Institute reserves the right to accept or reject any or all offers without assigning any reason therefor.

XIV MIS-REPRESENTATION OR SUPPRESSION OF FACTS

If it is found that the applicant has given false information or concealed certain facts, the offer is liable to be cancelled without making any reference to the applicant and all deposits made until then shall be forfeited.

XV TERMINATION AND BLACKLISTING

The Institute without prejudice to its right to forfeit security deposit and/or all the deposits and any other remedy, reserves the right to terminate the tender / offer in whole or in part and also to blacklist Applicant / Tenderer / Bidder for a suitable period in case he fails to honour his bid without sufficient grounds or found guilty for breach of condition(s) of the tender / offer, negligence, carelessness, inefficiency, fraud, mischief and misappropriation or any other type of misconduct by such Applicant / Tenderer / Bidder or by its staff, agent or representative

XVI CONSTRUCTION/RENOVATION

- (a) The party can take up construction/renovation as applicable over the allotted plot / premises on the basis of the building plans approved by the Competent Authority / Local Authorities.
- (b) The Institute will not be responsible for paying any compensation for demolition of illegal construction and development work done by the party.

XVII ARRANGEMENT OF POWER, WATER SUPPLY AND SANITATION

The party shall make their own arrangements for power, water supply and sanitation at site. The Institute will not be responsible to provide the same.

XVIII VALIDITY

Offers submitted by the Bidders should be kept valid for One month from the date of opening of bids and the Institute may seek extension, if necessary. Withdrawal of the offer by the Bidder within the validity period shall attract forfeiture of EMD.

XIX FORCE MAJEURE

The Institute 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, dissidence, 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 the Institute to extend the time of performance on the part of the Institute by such period as may be necessary to enable the Institute 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.

XXINDEMNITY:

The Tenderer(s) / Bidder(s) shall indemnify and keep at all times indemnified the Institute against any loss or damage that the Institute may sustain directly or indirectly as a result of the failure or negligence of the Institute or its employees / agent / representative to faithfully carry out its obligations under this tender / offer and to pay for all losses, damages, costs, charges and expenses which the Institute may reasonably incur or suffer and indemnify and keep indemnified the ICSI in all respects.

XXI ARBITRATION

In case of any dispute or difference arising in relation to meaning or interpretation of this agreement, the authorised official of the Institute and the architect will address the disputes/ differences for mutual resolution and failing which the matter shall be referred to the sole arbitration of Secretary, The Institute of Company Secretaries of India or his nominee. The provisions of the Arbitration and Conciliation Act, 1996 will be applicable to the arbitration proceedings. The venue of the arbitration shall be at Coimbatore. The cost of the Arbitration proceedings shall be shared equally by both the parties. The decision / award of the arbitrator shall be final and binding.

Jurisdiction

All disputes arising out of this work order are subject to the jurisdiction of Courts in New Delhi.

SPECI ALTERMS& CONDITIONS

1. Intending bidder(s) may obtain any clarification required before tendering. Submission of tender implies, the bidder(s) has obtained all the clarifications required.
2. Layout Plan is enclosed for guidance only. The bidders must visit the site & ensure physical verification before quoting their rate / consideration. In case of any doubts, clarifications may be obtained from Coimbatore Chapter.
3. The bidder shall quote clearly the rate per sq. ft of land and rate per Sq. ft of building both in words and figures in columns provided for the same in the application form. In case of any discrepancy, the rates quoted in figures and words, the rates in words will be considered as correct.
4. If there is any discrepancy in the totaling, the rate will be considered as correct.
5. Incomplete tender or tenders submitted with qualifying conditions or with conditions at variance with any special or general terms & conditions of tender is liable to be rejected at the discretion of the institute.
6. All alterations, erasure(s) & or over-writings, if any, should be duly authenticated by the bidders signatures.
7. It should be noted by the bidder(s) that by entering into this contract, the institute is not precluded from entering into similar contracts with any one else of their choice at any time during the subsistence of this contract.
8. 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 the institute may elect to withdraw the invitation for quotation. Should all invitation for quotation be withdrawn or cancelled by the institute for which the institute shall have the right to do so at any time, the Earnest Money paid by the bidders with the quotation will be refunded to them in due course, without interest.
9. Institute reserve its right to withdraw its offer / tender at any point of time. The Earnest Money paid by the bidders with the quotation will be refunded to them in due course, without interest.
10. 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.
11. Once the Agreement to Sell has been executed in favour of the party no request for any exchange, substitution alteration or modifications will be entertained

BID

The Chairman
Coimbatore Chapter of SIRC of ICSI
The Institute of Company Secretaries of India
119 A, Ramanarayana Lay Out, Bharathi Park Road II,
Coimbatore 641 043.

S.No.	Particulars of the Bidder	Inputs to be provided
1	Full name of the Bidder (in block letters)	
2.	Constitution of Bidder (Tick whichever is applicable) · Public Limited Company · Private Limited Company · Partnership · Individual/ Sole Proprietary	
3	Applicant's registered office/ place of business · Address · Telephone No. · Fax No. · E-Mail No.	
4	Particulars of Bid The price offered for purchase of Land	Rs. _____ (in words also)
5	Particulars of Earnest Money Deposit of Rs. _____	DD/Pay Order No. _____ Dated: _____ Name of Bank and Branch _____

Certified that :-

(i) In case our offer is accepted and if we fail to pay the amount in the manner to be specified by the Institute in the "Letter of Acceptance", the amount of Earnest Money Deposit and any further installments paid by us under this offer shall stand absolutely forfeited by the Institute.

(ii) I/We agree to abide by the decision of the Institute.

(iii) I/We have read and understood terms and condition and hereby unequivocally and unconditionally accepted the same.

(iv) I/We have inspected the site / property for which quotation is being submitted.

I/We hereby declare that the information stated hereinabove is complete and absolutely correct and any error or omission therein, accidental or otherwise, will be sufficient justification for the Institute to reject our bid and/or to cancel the award of sale.

Dated :

Applicant's Signature(s)

Full Name:

Location Map

