

Rajasthan State Industrial Development & Investment Corporation Ltd.
Udyog-Bhawan, Tilak-Marg, Jaipur-302005


No: IPI/P-5/211/2019/610
Dt: 23 July, 2019

OFFICE ORDER (08/2019)

Sub: Modified Policy for e-Auction of Assets of taken over units under SFC Act 1951 and SARFAESI Act, IBC 2016 or any other applicable Law/e-Auction of Building constructed by RIICO/Assets of possessed units through EO Court in RIICO Industrial Areas as well as Assets of other Departments.

An agenda item (11) was placed before the BoD in its meeting held on 27th June, 2019 and BoD has accorded approval as, follows;

- (i) The modified policy for e-Auction of Assets of taken over units, under SFC Act 1951, SARFAESI Act, 2002, IBC 2016 or any other applicable law, by the Corporation/ e-Auction of Building constructed by RIICO Industrial Areas as well as Assets of other Departments on the e-Auction portal of the Corporation. A copy of the e-Auction Policy/Rules is annexed at **Annexure-A**.
- (ii) Authorize Managing Director to consider and approve amendments/ relaxations in the Rules, terms and conditions of sale as well as the procedures as may be required in future on account of changes in GST or any other applicable Act(s) or any other changes in market conditions as well as amendments necessitated due to technology up-gradation in future or as may be deemed fit.


(Pukhraj Sen) 2/7/19
Advisor (Infra)

Copy to:

1. FA/Advisor (A&M)
2. Secretary
3. CGM (Inv.)
3. CGM (Infra/Fin./PR)
3. GM (BP)/ GM (Civil)/GM (EM)
5. OSD (Land)
6. DGM (IT)- for uploading on website.

7. Sr. DGM (Law) /DGM (Law)
8. All Unit Heads -----
- P&D Cell Officers:
- ✓ 9. Addl.GM (P&D)
10. Sr.DGM(DKS)/Sr.RM (P&D) (SL)/(SJ)
11. Sr. RM (M&C)/Dy. Mgr (P&D)
- ✓ 12. SO (P&D) - (AK)

Copy also to:

- (i) PS to MD, RIICO
- (ii) PS to Advisor (Infra)

[Signature]
Addl.GM (P&D)



RAJASTHAN STATE INDUSTRIAL DEVELOPMENT & INVESTMENT CORPORATION LIMITED

(A Government of Rajasthan Undertaking)
Modified e-Auction Policy

(e-Auction Rules)

RAJASTHAN STATE INDUSTRIAL DEVELOPMENT & INVESTMENT CORPORATION LIMITED, hereby referred to as **RIICO**, has decided to e-Auction the Assets of taken over units under SFC Act 1951, SARFAESI Act, IBC 2016 or any other applicable Law / e-Auction of Buildings of the Corporation in RIICO Industrial Areas /Assets of possessed units through EO Court in RIICO Industrial Areas as well as Assets of other Government/ Departments/Agencies through online forward e-Auction mode. RIICO has made arrangements for forward auction; e-payment integrated gateway, Bidder management etc.

1. DEFINITIONS

- i. **Auctioneer:** Auctioneer referred in these conditions of Auction is RIICO through their officers.
- ii. **Auction Committee:** A Committee constituted by RIICO for approval of Bids.
- iii. **Bidder:** Any person representing as an individual or Proprietor or as a Partner of registered Partnership firm or as a duly authorized representative of any company registered under the Companies Act or of any legal entity, who has been registered with the auctioneer and who has paid the Earnest Money Deposit (EMD) & Participation fee and complied with other terms and conditions mentioned herein or as may be specified through separate publication, shall be considered as a Bidder.
- iv. **Successful Bidder:** At the end of the Forward Auction, RIICO will decide upon the winner based on the highest bid placed for the assets under auction and subsequent acceptance of RIICO. The decision of RIICO will be final & binding on all the bidders.
- v. **Registration:** The bidder is required to be registered on RIICO website www.riico.co.in or <https://sso.rajasthan.gov.in> before participating in e-Auction.
- vi. **Asset(s):** Asset means Land, Building, Plant and Machinery or any other misc. assets as detailed in the auction. Inventories of assets put for auction either individually or jointly.

- vii. **Reserve Price of the Asset:** As decided by the Corporation/other department, as the case may be.
- viii. **Participation Fee:** The bidder shall also pay non-refundable "e-Bid Participation fee" which will be valid only for one Auction event of one asset for participating in e-auction. The participation fee shall not be valid for more than one asset. If the bidder wishes to bid for more assets put up for auction, the participation fee will be charged separately for each assets.
- ix. **Earnest Money Deposit (EMD):** The Bidder will have to deposit Earnest Money for each asset as per publication/auction advertisement for the particular e-Auction.
- x. **Bid Price:** The bidder(s) have to quote the total price for assets available for e-auction.
- xi. **Bidding Currency:** Bidding will be conducted in Indian Rupees (INR) only.
- xii. **H1 Price:** It is the highest value placed in the bid at prescribed point of time during the auction for the asset. It will be visible to all the bidders on the screen and the bidders can bid an amount of "**H1 price plus incremental value**" only.
- xiii. **Incremental value:** Incremental Value will be as under :

SNo.	Details of assets	Incremental Value
1.	Assets of taken over units under SFC Act 1951, SARFAESI Act, IBC 2016 or any other applicable Law	Rs. 50,000/- or as decided by the Corporation from time to time
2.	Building constructed by RIICO /Assets of possessed units through EO Court in RIICO Industrial Areas	Rs. 5000/- or as decided by the Corporation from time to time.
3.	Assets of other Government Departments/Agencies	-do-

Minimum Bid increment shall be available to the Bidders at the start of the auction. The bidder can bid higher than the Highest Bid (H1 Price) at any point of time in the auction by an increment, multiples of the minimum Bid increment or at least of minimum bid increment plus multiple of Bid Increment. The minimum increment value will be displayed against each asset on the bidding screen of all participating bidders. The software will not accept any bid other than the multiple of increment value.

- xiv. **Bid Start Price (BSP):** It refers to the "Bid Start Price" which shall be decided by the RIICO and shall be visible to all the bidders on their screens during the start of the e-auction. The bid will trigger off from this price and no bidder can start bidding below this price.

2. PARTICIPATION/APPLICATION PROCESS

I. Registration of Bidder:

- a. The bidder can apply for registration on RIICO website (www.riico.co.in) or <https://sso.rajasthan.gov.in>. After registration, an auto generated User ID & Password shall be sent on registered mobile number & E-mail ID of the user.

II. Participation in e-Auction:

- a. For Online Participation in e-auction, bidder can view the advertisement as well as the relevant information published in Print Media / Website of RIICO.
- b. The registered bidder shall be required to deposit "e-Bid Participation Fee (Non-Refundable)" amounting to Rs. 1000/- + Applicable GST for the auction in which he/she is specifically participating (separately for auction of each plot).
- c. The registered bidder shall also be required to upload requisite KYC documents.

III. **Earnest Money Deposit (EMD):** Apart from e-Bid participation fee, the Bidder will have to deposit Earnest Money as per publication/auction advertisement for the particular e-Auction. The Earnest Money amount shall have to be deposited within the time limit as notified and shall be subject to clearance of the same by RIICO. Earnest Money will be non-transferable to the other Bidder or any other asset to be purchased by the same Bidder.

IV. **Contact Persons:** RIICO will nominate nodal officers who will coordinate for responding to bidder's queries regarding Auction as mentioned below:

S. No	Issues	Contact Person
1.	Auction Process, details and location of assets of taken over units under SFC Act 1951, SARFAESI Act, IBC 2016 or any other applicable Law	CGM (Investment) or any other officer as may be designated by the Management of the Corporation.
2.	Auction process, details and location of building constructed by RIICO /Assets of possessed units through EO Court	Unit Head concerned dealing with the industrial area

	in RIICO Industrial Areas	
3.	Auction process, details and location of assets of other government departments/agencies.	Officer of the Department concerned
2.	Information Technology (IT) Support & Nodal officer	DGM (IT)/ Manager (IT)

3. **PROCEDURE OF FORWARD E-AUCTION**

- I. RIICO will declare its Bid Start Price (BSP) which shall be visible to all the bidders at the start of the Forward auction.
- II. The Bid Start Price (BSP) of Asset in online forward auction is open to all the participating bidders. Any bidder can start bidding, in the online forward auction from this price onwards only. Hence, the first online bid that comes in the system during the online Forward auction shall be higher than the auction's BSP by one increment or absolute multiples of increment.
- III. The onwards bidding will have to be higher than the H1 rate as quoted and displayed on screen by one increment value or higher than the H1 rate by multiples of the increment value.
- IV. The bid Increment amount shall be specified by RIICO which the e-bidders can view on their bidding screen. The bid can be placed only of the BSP + incremental value or in multiples of increment value.
- V. Online Forward Auction shall be open for a specified period as per publication issued by RIICO for each asset. The closing time and date of auction may be extended at any time. There will be unlimited extension of 5 minutes duration each, if any valid bid is received in last 5 minutes of the close of E-auction. The bidder(s) are cautioned not to wait till the last minutes or last few seconds to enter their bid to avoid complications related to internet connectivity, network problems, system crash down, power failure, etc.
- VI. RIICO reserves rights to cancel the highest bid in any condition what so ever. The Notice for such cancellation shall be duly notified on the e-Auction portal.
- VII. The minimum Bid increment shall be available on screen to the Bidders at the start of the e-auction. The bidder can view the same by clicking on the relevant details at the start of the auction.
- VIII. During Forward Auction, if no bid is received within the specified time or bid is cancelled as per point number (VI)

- above, RIICO, at its own discretion, may decide to re-invite the bid / scrap the e-auction process / proceed with conventional mode of auctioning.
- IX. The bids will be taken as an offer to purchase the asset on terms & conditions attached with the assets. In case of bids for the assets of other department, the terms and conditions shall be as prescribed by the concerned department. Bids once made by a Bidder, cannot be cancelled / withdrawn by the Bidder and the Bidder shall be bound by the bid quoted, failing which the Earnest Money will be forfeited.
- X. Bidders will be able to view the following on their screen along with the necessary fields in the Forward Auction.
- Opening BSP (Bid Start Price) & minimum Increment Value.
 - Leading (highest) Bid in the e-Auction
 - Bid Placed by the bidder himself
 - Rank of bidder in the e-auction
- XII. The Bidder must read the terms and conditions of the e-auction very carefully before participating in bidding process.
- XIII. The concerned contact person will respond to all queries relating to the e-Auction processes and rules on the telephone numbers given or through mail as per the publication/ auction advertisement.
- XIV. RIICO reserves the right to modify/ amend the terms and conditions and intimate the same prior to commencement of e-Auction or while the auction is in progress.

4. **EARNEST MONEY DEPOSIT PAYMENT, ITS REFUND AND FORFEITURE:**

- a) The intending bidder(s) have to deposit Earnest Money (EMD) as per publication/ auction advertisement for the particular e-Auction on-line through RIICO Payment Gateway before participating in e-Auction as per the details mentioned as below:

SNo.	Details of assets	Earnest Money deposit
1.	Assets of taken over units under SFC Act 1951, SARFAESI Act, IBC 2016 or any other applicable Law	Rs. 5.00 lacs or as decided by the Managing Director.
2.	Building constructed by RIICO /Assets of possessed units through EO Court in RIICO Industrial Areas	5% of total Reserve Price as fixed by the Corporation.
3.	Assets of other government departments/agencies	5% of the total Reserve Price as fixed by the Concerned Department/Agencies.

- b) The EMD amount shall have to be deposited within the time limit as notified and shall be subject to clearance of the same by RIICO.
- c) Delay in deposit of EMD will not be entertained and the bidder shall not be eligible for participation.
- d) The EMD paid within the specified period is adjustable in the Bid amount, if and when the asset is finally allotted/sold to that highest / successful bidder.
- e) The EMD of the un-successful bidders will be refunded without any interest, cost or claim after the closure of the e-auction or the extended period as decided by the RIICO.
- f) The refund of EMD of unsuccessful bidders shall be made in the same bank account which is specified by the bidder in the e-auction form. RIICO shall not be responsible if incorrect / incomplete Bank details are furnished by the bidder in any manner.
- g) Earnest Money Deposited will be non-transferable to the other Bidder or any other asset to be purchased by the same Bidder.

5. **BID CONFIRMATION - AND BALANCE PAYMENTS**

- a) The HIGHEST BID will be considered only on **Subject to confirmation (STC)** basis. After the closure of the e-Auction, the concerned department i.e. RIICO / other department, as the case may be, will intimate to the successful / highest bidder through a **"Confirmation of Auction Cum Offer Letter"**, whose highest bid is accepted, through an e-mail / registered post after the completion of each auction. The confirmation of auction and offer letter will be issued only after approval by Competent Committee at Head Office in case of assets/building of RIICO. In case of assets of other department auctioned by RIICO, the confirmation of auction and offer letter will be issued by concerned department subject to approval at competent level. In case of e-auction of assets of taken over units, please refer to Annexure-B-1
- b) The terms and conditions of payments by the highest bidder:
 - (b-1) In case of e-Auction of the Assets of taken over units under SFC Act 1951, SARFAESI Act, IBC 2016 or any other applicable Law- as per **Annexure-B-1.**
 - (b-2) e-Auction of Buildings of the Corporation in RIICO Industrial Areas /Assets of possessed units through EO Court in RIICO Industrial Areas- As per **Annexure B-2.**

(b-3) In case of e-auction of assets of other department, the payment terms shall be as decided by the concerned department/Agencies.

(c) All payments except Participation Fee & EMD shall also be accepted through RTGS/NEFT in the Bank Account for which the details are as under;

SNo.	Details of assets	Bank Account details
1.	Assets of taken over units under SFC Act 1951, SARFAESI Act, IBC 2016 or any other applicable Law	a) Name of Bank : ICICI Bank b) Name of branch : Tilak Marg, JPR c) Account No. : 678605001015 d) IFSC Code : ICIC0006786
2.	Building constructed by RIICO /Assets of possessed units through EO Court in RIICO Industrial Areas	Concerned Unit Office Bank Account
3.	Assets of other departments	Concerned Department Bank Account

6. KYC COMPLIANCE

During online registration for KYC compliance the bidders will have to upload following documents:-

Features	List of valid KYC Documents
Individuals > Legal name and any other names used	(i) Passport (ii) *PAN Card (iii) Voter's Identity Card (iv) Driving License (v) Identity Card (vi) *Aadhar Card *Mandatory
Address	(i) Utility Bill like telephone, electricity (not older than 3 months) (ii) Bank account statement /Pass Book (iii) Passport (iv) Letter from employer (Subject to satisfaction of the Company) (v) Latest Rent / Leave & license agreement etc. (Any One)
Companies > Name of the Company, Principal place of business > Address of the company > Identity of signatories	(i) Certificate of incorporation and Memorandum & Articles of Association (ii) Resolution of the Board of Directors to open an account and identification of those who have authority to operate the account (iii) Power of Attorney granted to its managers, officers or employees to transact business on its behalf (iv) PAN card of Company (v) Any other officially valid documents

	<p>of existence and address of the entity to the satisfaction of the Company</p> <p>(vi) Any officially valid document to identify the signatories</p> <p>(vii) Certificate of Commencement of Business</p> <p>(viii) BRN</p>
<p>Partnership firms</p> <ul style="list-style-type: none"> ➤ Legal name and address ➤ Identity of all partners and their addresses ➤ Identity of signatories 	<p>(i) Registration certificate, if registered (ii) Partnership Deed</p> <p>(iii) Power of Attorney granted to a partner or an employee of the firm to transact business on its behalf (iv) Any officially valid document identifying the partners and the persons holding the Power of Attorney and their addresses (v) Proof of existence & proof of address of the firm (vi) BRN No. etc. (vii) PAN card of Firm or PAN Card of all Partners.</p>
<p>Trusts & foundations</p> <ul style="list-style-type: none"> ➤ Identity of trustees, settlers, beneficiaries & signatories ➤ Identity and addresses of the founder, the managers / Directors and the beneficiaries ➤ Identity of signatories 	<p>(i) Certificate of registration, if registered (ii) Trust Deed</p> <p>(iii) Power of Attorney granted to transact business on its behalf</p> <p>(iv) Any officially valid document to identify the trustees, settlers, beneficiaries and those holding Power of Attorney, founders/managers/ directors and their addresses. (v) Resolution of the managing body of the foundation/association</p> <p>(vi) Any officially valid document establishing the proof of existence and proof of address of the entity to the satisfaction of the Company.</p> <p>(vii) BRN (viii) PAN Card of Trust</p>

7. PAYMENT MODE

- I. Pre e-auction payments i.e. Bid Participation Fee along with GST and EMD will be deposited online.
- II. Post e-auction payments shall also be deposited only in the concerned bank account through RTGS/NEFT, as mentioned above at 5(c).
- III. The realization of amount will be effective only after it is credited in concerned bank account of the Corporation.

8. **INSPECTION OF ASSETS:**

- I. The assets will be auctioned on "AS IS WHERE IS AND WHAT EVER THERE IS BASIS".
- II. The bidder is advised to visit and examine the assets at his own cost and be first satisfied before participating in the Auction process. No claim what so ever will be entertained once the asset is auctioned.

9. **TERMS & CONDITIONS**

A. General :

- I. The Bidder shall not involve himself or any of his representatives in price manipulation of any kind directly or indirectly by communicating with other bidders which shall otherwise make him ineligible.
- II. The Bidder shall not divulge either his/her Bids or any other exclusive details of RIICO/Other Department or to any other party.
- III. The decision of competent authority of RIICO/Other Department shall be final and binding on all the Bidders.
- IV. RIICO shall not have any liability towards the Bidders for any interruption or delay in access to the site irrespective of the cause. Please note that failure of internet connectivity (due to any reason whatsoever it may be) shall be sole responsibility of bidder(s) and RIICO shall not be responsible for such unforeseen circumstances. In order to ward-off such contingent situation, bidder(s) are requested to make all the necessary arrangements/alternatives whatever required so that they are able to circumvent such situation and still be able to participate in the E-Auction successfully. The bidder(s) are requested not to wait till the last moment to quote their bids to avoid any such mishaps.
- V. RIICO is not responsible for any damages, what so ever, including damages on account of any negligence on their part.
- VI. NRI are advised to comply with the RBI / FEMA / Indian Income Tax and other laws of land before participating in the bid. RIICO shall not be responsible for any non-compliance and the risk and cost shall be of that NRI.
- VII. Advertisement for E-auction notice should be published in widely circulated two State Level Newspapers and one leading National Level Newspapers (NCR/Delhi Edition), looking to the cost advertisement or as may be decided by the Managing Director.

VIII. Time line for e-Auction

S.No	Activity	Time period (days)	Remark
1	Date of publicity of e-Auction in Newspaper and other print media as well as hosting of e-Auction plan on website.	T	T= date of publicity.
2	Registration and participation start date	T	The bidder can start the registration and participation activity (in case already registered, only participation activity)
3	Submission End date of required documents, deposition of participation fees and EMD by the bidder.	T+15	15 days given as per the general guidelines
4	Verification of documents by Head Office/unit office and to allow the eligible bidder for e-bidding.	T+17	2 working days for verification of documents and approval to bidder for participating in e-Auction.
5	Start of e-Auction bidding	T+18	1 day after due verification
6	End of e-Auction bidding	T+21*	Three working days given for participating the bidder in e-Auction with end time 5.00 PM on the last day of each bidding. *The days may vary as per the date fixed for e-auction period.

Note*: Three working days means working days as per official calendar of Govt. of Rajasthan excluding gazetted holidays. However, the days on which half day holiday is declared either by GoR or District Collector, the same will be treated as full working day for calculation of 3 working days for bidding.

B. Asset Specific:

- I. The Bidder is required to study the asset specific Terms & Conditions for the proposed assets scheduled for Auction and be satisfied before participating in the Auction process.
- II. The Asset specific Terms & Conditions shall form the integrated part of the Auction document and the Bidder would be

responsible to comply the same. The Bidder is also required to sign these Terms & Conditions and submit along with Price Confirmation Letter.

- III. The prevailing provisions of Rajasthan State Industrial Development & Investment Corporation (RIICO Disposal of Land Rules, 1979)/Other Department, other relevant Rules, Byelaws, Guidelines, Circulars and Orders of Government of Rajasthan and/or RIICO will also be applicable and binding on the Bidders besides the provisions mentioned in this document. If there is any difference in the provisions contained in this document and the above mentioned rules and regulations, the provisions of this document will have the overriding effect to that extent only.
- IV. If there is any dispute on interpretation of any of the provisions, the same must be brought into the notice of RIICO in writing at least 3 days before scheduled start Auction date. The decision of RIICO shall be final and binding.
- V. The Bidder should participate in the Auction process only after being fully satisfied.

10. **CONSTITUTION OF THE COMMITTEE TO FINALIZE THE BIDS:**

- a) **Assets of taken over units under SFC Act 1951, SARFAESI Act, IBC 2016 or any other applicable Law :**

The Committee comprising of Managing Director, Financial Advisor, CGM (Investment), Concerned Monitoring Officer and Sr.DGM (Law)

- b) **Building constructed by RIICO /Assets of possessed units through EO Court in RIICO Industrial Areas:**

The Committee comprising of Managing Director, Financial Advisor, Advisor (Infra) and Unit Head concerned.

- c) **Assets of other Departments:**

The Committee as constituted by the Department concerned.

11. **DISPUTE RESOLUTION**

Any disputes arising out of this e-Auction shall be subjected to Jurisdiction of Jaipur, Rajasthan (India) Courts only.

12. **SPECIFIC TERMS AND CONDITIONS AND DISCLAIMER**

The Specific Terms and Conditions of e-auction of assets as per **Annexure-A-1** in case of e-auction of assets of taken over units under SFC Act 1951, SARFAESI Act, IBC 2016 or any other

applicable law, specific terms and conditions in case of e-auction of building constructed by RIICO/Assets of possessed units through EO Court in RIICO Industrial areas as well as other Govt. departments/agencies is as per **Annexure-A-2**. Terms and Conditions of Payment as per **Annexure-B-1**. In case of e-auction of assets of taken over units under SFC Act 1951, SARFAESI Act, IBC, 2016 or any other applicable law. Terms and conditions of payment as per **Annexure-B-2** in case of e-auction of building constructed by RIICO/Assets of possessed units through EO Court in RIICO Industrial areas and Disclaimer as per **Annexure-C** will be uploaded on e-auction portal for acceptance of bidder.

13. **MODALITIES OF E-AUCTION OF ASSETS OF OTHER DEPARTMENTS**

The modalities of e-auction of assets of other department is annexed as **Annexure-D**.

14. **DECLARATION BY BIDDER(S)**

The declaration by bidder as per **Annexure-E** duly filled in and signed by the bidder (s) and hereafter its scanned copy is to be uploaded on the website at the time of deposition of EMD.

Annexure-A-1

Specific terms & Conditions of e-auction in case of e-auction of assets of taken over units under SFC Act 1951, SARFAESI Act, IBC Act 2016 or any other applicable law

Terms & Conditions of E-Auction for Sale of Property:

- i) The e-auction is being held on "AS IS WHERE IS AND WHAT EVER THERE IS" basis.
- ii) The sale/e-auction is being conducted under provisions of the SFC Act, 1951/ SARFAESI Act 2002/ IBC 2016/ Any other applicable law.
- iii) (Details of assets being auctioned i.e. entire assets/Plant & Machinery/ Land & Building etc.- As per Annexure-A-3).
- iv) Assets being sold by RIICO under provisions of the SFC Act 1951 shall be free from encumbrances of dues/liability of State Government Departments /Agencies, **this exemption shall not be applicable**, in case the assets are being sold under provisions of SARFAESI Act 2002/ IBC 2016/ any other applicable law. Similarly liabilities of Central Government Departments/Agencies shall be borne by the purchaser unless specifically mentioned as exempted in the terms & conditions.
- v) Land dues of RIICO will be borne /paid by the buyer separately.
- vi) The intending bidder(s) should make their own independent enquiries regarding the other encumbrances, title or property/(s) put on e-auction and claims/rights/dues 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 any representation of RIICO.
- vii) It shall be the responsibility of the bidder(s) to inspect and satisfy themselves about the factual position of the assets and its measurements before submitting the bid.
- viii) The particulars specified in the e-auction notice published in the newspapers and annexed herein below as Annexure-A-3, have been stated to the best of the information of RIICO. However, RIICO shall not be responsible/liable for any error, misstatement or omission.
- ix) The inspection of property put on e- auction will be permitted to interested bidder(s) at site on the day and time mentioned in the public notice as at Annexure-A-3.
- x) The minimum offer amount cannot be less than the reserve price mentioned in the public e-auction notice published in the newspapers and copy of which is attached below as Annexure-A-3.
- xi) The procedure of sale would be as under:

- a) Sale of entire assets comprising of i.e. land & building and plant & machinery as one lot would be preferred.
- b) In case of offer of sale for entire assets of a unit, the plant & machinery will be sold first, followed by sale of land & building. However, in case of suitable bid is not received for plant & machinery, the auction may be cancelled.
- c) Offer for sale of plant & machinery shall be accepted on cash down basis only.
- d) RIICO reserves the right to sell the assets in lot(s) (i.e. single lot for the entire assets, land & building as one lot and plant & machinery as another lot) depending upon the bid amount to maximize the sale consideration. Therefore, any stipulation imposed by a bidder to accept its bid only if entire assets is sold to him will not be acceptable.
- e) In case of sale of assets in lots, the bid received for single lot for entire assets or sum of individual lots (i.e. land & building and plant & machinery), whichever is higher will be considered for approval, so as to realize maximum sale consideration.
- f) For the purpose of computation of highest bid (H-1), the bid amount exclusive of GST would be considered.
- g) A bidder has an option to bid for entire assets or for Land & building and/or for plant & machinery. However in such case, EMD will have to be deposited for each bid separately.
- xii) The bid(s) shall be accompanied by an Earnest Money Deposit (EMD) equal to Rs 5.00 lakh or as specified by payment gateway only. No bid/proposal shall be considered/accepted without the requisite Earnest Money and the bids submitted without EMD amount shall be summarily rejected. The property shall not be sold below the reserve price.
- xiii) Any conditional bid(s) shall be treated as invalid. Please note that after submission of the bid(s), no correspondence regarding any change in the bid shall be entertained.
- xiv) If the dues of RIICO together with all costs, charges and expenses incurred by it or part thereof as may be acceptable to RIICO are tendered by or on behalf of the borrower whose property is on e-auction or by the property holder/s or guarantor/s at any time on or before the date fixed for sale, the sale of assets/e-auction may be cancelled.
- xv) RIICO is not bound to accept the highest offer/bid and RIICO has absolute right to accept or reject any or all offer(s) or adjourn/postpone/cancel the e-auction without assigning any reason thereof. This sale/e-auction is subject to approval by the competent authority of RIICO. Highest bid received in the auction shall be put up before the competent authority for approval of the sale by RIICO. Subsequent to approval of the sale by the competent authority letter of offer for sale shall be issued.

- xvi) The successful bidder after depositing the due payments, shall within 30 days from the date of executing the Agreement to Sale /Conveyance Deed / Sale Deed and other legal documents, take over the possession of the fixed assets. In case of failure to do so the successful bidder/purchaser shall be liable for security and other related expenses.
- xvii) In case the assets are being sold under the provisions of the SFC Act 1951, the purchasers will not be required to pay outstanding dues of other Department(s) of State Government including Electricity i.e. electricity distribution companies, Commercial Tax, State Excise, PHED, Transport, Land & Building Tax, Industries etc. separately. this exemption shall not be applicable in case the assets are being sold under provisions of SARFAESI Act 2002/ IBC 2016/ Any other applicable law. Similarly liabilities of Central Government Departments/Agencies shall be borne by the purchaser unless specifically mentioned as exempted in the terms & conditions.
- xviii) The bidders/purchasers will be responsible for payment of all the IPI dues of the Corporation related to land, including dues for unauthorized construction etc., whatsoever, separately, prior to execution of conveyance/sale deed/agreement to sale.
- xix) The bidders/purchasers will also be responsible for payment of dues of Central Government Departments/Agencies, such as Central Excise & Customs etc., whatsoever, separately. However, the bidders in their own interest are advised to confirm the same from the concerned depts. In case of any exemption in payment of Central Government liabilities the same shall be specifically mentioned as exempted in the terms & conditions.
- xx) Words and expressions used herein above shall have the same meaning respectively assigned to them in the SFC Act, 1951/SARFAESI Act 2002/IBC 2016/ Any other applicable law and the Rules framed there under.
- xxi) In the event of any dispute arising out of E-Auction , such dispute would be subject to jurisdiction of Jaipur Courts only.
- xxii) The legal documents shall be executed after confirmation of sale by RIICO and on the receipt of entire sale consideration.
- xxiii) Any expenses on account of registration of Sale Deed/Agreement to Sale shall be borne by the bidder/purchaser.
- xxiv) Assets sold under the provisions of SARFAESI Act and IBC shall be sold only on cash down basis.
- xxv) The Earnest Money Deposit of the unsuccessful bidders will be refunded without any interest, cost of claim after the closure of the E-auction or the extended period as decided by RIICO. The refund of the EMD of unsuccessful

bidders shall be deposited in the same bank account which is specified by the bidder in the E-Auction Form at the time of registration. RIICO shall not be responsible if incorrect/incomplete bank details are furnished by the bidder in any manner. Further EMD will not be transferable to the other bidder or any other property to be purchased by the same bidder through E-auction.

- xxvi) The acceptance or rejection of the E-Auction by the corporation or methodology adopted by the corporation for the sale of asset(s) on E-Auction platform shall not become a cause of action or ground to initiate legal action before any court of law for obtaining any order, Injunction, Direction etc from Hon'ble Court to stay the proceedings.
- xxvii) The purchaser shall adhere to the provisions of the Rajasthan Stamps and Registration Act. The registration charges and stamp duty towards registration of Lease Agreement shall be born by the allottee.
- xxviii) The purchaser shall abide by the terms and conditions of RIICO Disposal of Land Rules, 1979 and amendments made therein from time to time. However, incase of e-auction of assets of other departments, the purchaser shall abide by the terms and conditions of concerned department.
- xxix) The other taxes, if applicable shall be paid by the purchaser.
- xxx) The applicable GST will be leviable as applicable from time to time.
- xxxi) As per Income Tax proviso 194-IA, bidder/purchaser is responsible to deduct and deposit TDS @ 1 % of total sale consideration of immovable assets where sale consideration of immovable asset(s) is Rs 50.00 lacs or more.
- xxxii) The bidder(s) shall not involve himself or any of his representative in price manipulation of any kind directly or indirectly by communicating with other bidder(s). The bidder(s) shall not divulge his bids or any other exclusive details of RIICO to any other party.
- xxxiii) The decision of RIICO regarding declaration of successful bidder shall be final and binding on all the bidder(s).
- xxxiv) RIICO will not have any liability to bidder(s) for any interruption or delay in access to the web site irrespective of the cause. RIICO is not responsible for any damages, including damages that result from, but are not limited to negligence. RIICO will not be held responsible for consequential damages, including but limited system problems, inability to use the systems problems, loss of electronic information.

Note : Assets sold under the provision of SARFAESI and IBC shall be on cash down basis only

Annexure-A-2

Specific terms and conditions in case of e-auction of building constructed by RIICO/Assets of possessed units through EO Court in RIICO Industrial areas as well as other departments

- I. The e-auction is being held on "AS IS WHERE IS AND WHAT EVER THERE IS" basis.
- II. It shall be the responsibility of the bidder(s) to inspect and satisfy themselves about the site position of the asset(s) and its measurements before submitting the E- Bid.
- III. The inspection of property put on e-auction will be permitted to interested bidder(s) at site on the day and time mentioned in the public notice annexed as **Annexure- A-4**.
- IV. The bidder shall be required to upload requisite KYC documents.
- V. The Earnest Money Deposit (EMD) of the unsuccessful bidders will be refunded without any interest, cost or claim after the closure of the E-Auction or the extended period as decided by the RIICO. The refund of EMD of unsuccessful bidders shall be deposited in the same bank account which is specified by the bidder in the E-Auction form at the time of registration. RIICO shall not be responsible if incorrect/incomplete Bank details are furnished by the bidder in any manner. Further, EMD will not be non transferable to the other Bidder or any other property to be purchased by the same bidder through E-auction.
- VI. The Corporation reserves full right to accept or reject any bid(s) without assigning any reason.
- VII. The acceptance or rejection of the E-Auction by the Corporation of methodology adopted by the Corporation for the sale of asset(s) on E-Auction platform shall not become a cause of action or ground to initiate any legal action before any court of law for obtaining any Order, Injunction, Direction etc. from the Hon'ble Court to stay the proceedings.
- VI II. In the event of any dispute arising out of the E-Auction, such dispute would be subject to the Jurisdiction of the Civil Court within local limits of the asset(s), State of Rajasthan.
- IX. The purchaser shall adhere to the provisions of the Rajasthan Stamps and Registration Act. The registration charges and stamp duty towards registration of Lease Agreement shall be borne by the allottee.

- X. The purchaser shall abide by the terms & conditions of RIICO Disposal of Land Rules, 1979 and amendments made therein from time to time. However, in case of e-auction of assets of other department, the purchaser shall abide by the terms and conditions of concerned department.
- XI. The other tax, if applicable, shall be paid by the purchaser.
- XII. **The applicable GST will be leviable as applicable from time to time.**
- XIII. **As per Income Tax proviso 194-IA Bidder/purchaser is responsible to deduct and deposit TDS @ 1% of total sale consideration of immovable assets where sale consideration of immovable asset(s) is 50 lacs or more.**
- XIV. The bidder(s) shall not involve himself or any of his representatives in price manipulation of any kind directly or indirectly by communicating with other bidder(s). The bidder(s) shall not divulge either his bids or any other exclusive details of RIICO to any other party.
- XV. The decision of RIICO regarding declaration of successful bidder(s) shall be final and binding on all the bidder(s).
- XVI. RIICO shall not have any liability to bidder(s) for any interruption or delay in access to the web-site irrespective of the cause.
RIICO is not responsible for any damages, including damages that result from, but are not limited to negligence. RIICO will not be held responsible for consequential damages, including but not limited to systems problems, inability to use the system, loss of electronic information etc.
- XVII. *The intending bidder(s) should make their own independent enquiries regarding the other encumbrances, title or property(s) put on e-auction and claims/rights/dues 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 any representation of RIICO.*
- XIX. The bidder(s)/purchaser(s) will be responsible for payment of all the IPI dues of the Corporation related to land separately prior to execution of conveyance/sale deed/ agreement to sale/Lease-Deed.
- XXII. The legal documents shall be executed after confirmation of sale by RIICO and on the receipt of entire sale consideration.
- XXIII. Any expenses on account of registration of Sale Deed/Agreement to Sale shall be borne by the bidder/purchaser.

E-AUCTION NOTICE FOR SALE OF TAKEN-OVER ASSET(S)

RIICO invites on-line bids for sale of Asset(s) mortgaged to Rajasthan State Industrial Development & Investment Corporation Ltd. (RIICO) under the SFC Act 1951/SARFAESI Act 2002/IBC 2016/Any other applicable law whereas, RIICO has taken possession of the following properties under the provisions of SFC Act 1951/SARFAESI Act 2002/ IBC 2016/ Any other applicable law with a right to sell the same and the undersigned proposes to realize RIICO's dues by sale of the said properties. The intending bidder(s) may see the assets on any working day between 10.00 AM to 3.00 PM before Date ----- by contacting the concerned RIICO unit office (Details and mobile nos of concerned unit head of RIICO...../landline number)

SNo.	Details of Borrower	Details of Assets	Reserve Price (Rs. in lacs)	Date and time of e-bidding
1.	Name of Borrower: Possession Date:			Date & time of start of bidding and end of bidding with auto extension for 5 minutes in case bid is placed within last 5 minutes.

Note:

1. The bidder is required to be register on RIICO website www.riico.co.in or <https://sso.rajasthan.gov.in> before participating in e-Auction.
2. The bidder will be required to deposit participation fees Rs. 1000/- + applicable GST for each property/assets online through **RIICO Payment Gateway**.
3. The bidder will also be required to deposit Earnest Money (EMD) Rs. 5.00 lacs for each asset(s) Online through **RIICO Payment Gateway** upto a specified date & Time as notified in the E-Auction Plan before participating in E-Auction Bidding. The other E-Auction Bidding Terms & Conditions of E-Auction can be seen on website: www.riico.co.in
4. The interested bidder(s) who require any assistance in registration, uploading of documents, submitting bid, training on e-bidding processes etc. may contact (Name and mobile no. of helpdesk officer).
5. For any asset(s) related query, interested bidder(s) may contact the undersigned.

Notice: This publication is also a notice to the borrower(s)/guarantor(s) /mortgagor(s) and their legal heirs of the above mentioned properties, that if they fail to clear the Corporation's dues along with cost, expenses and further interest as applicable within ten (10) days of publication of this notice, the above mentioned properties will be sold and if any dues remain, the Corporation will realize the same at their cost. Original promoters/directors/guarantors of the company are through this

publication hereby also notified to help the Corporation in procuring best offer for the asset(s).

**Controlling officer/Concerned officer/Authorized Officer
(Investment Cell)**

Rajasthan State Industrial Development & Investment
Corporation Ltd. Udyog-Bhawan, Tilak-Marg, Jaipur-302005
Phone: 0141-227751/4593201-205 Extn-203
Email: riico.co.in, Website: www.riico.co.in

Annexure-A-4

E-AUCTION NOTICE FOR SALE OF ASSET(S) OF RIICO/OTHER DEPARTMENT

RIICO invites on-line bids for sale of RIICO Asset(s) in various industrial areas/ Assets of other departments through e-auction bidding system. The intending bidder(s) may see the assets on any working day between 10.00 AM to 3.00 PM before Date ----- by contacting the concerned RIICO unit office (Details and mobile nos of concerned unit head of RIICO.....)

SNo.	Details of Assets	Reserve Price (Rs. in lacs)	EMD (in Rs.)	Date and time of e-bidding
1.				Date & time of start of bidding and end of bidding with auto extension for 5 minutes in case bid is placed within last 5 minutes.

Note:

1. The bidder is required to be register on RIICO website www.riico.co.in or <https://sso.rajasthan.gov.in> before participating in e-Auction.
2. The bidder will be required to deposit participation fees Rs. 1000/- + applicable GST for each property/assets online through **RIICO Payment Gateway**.
3. The bidder will also be required to deposit Earnest Money (EMD) for each asset(s) Online through **RIICO Payment Gateway** upto a specified date & Time as notified in the E-Auction Plan before participating in E-Auction Bidding. The other E-Auction Bidding Terms & Conditions of E-Auction can be seen on website: www.riico.co.in
4. The interested bidder(s) who require any assistance in registration, uploading of documents, submitting bid, training on e-bidding processes etc. may contact (Name and mobile no. of helpdesk officer).
5. For any asset(s) related query, interested bidder(s) may contact the undersigned.

Unit Head

Annexure-B-1

Terms and Conditions of payment in case of e-auction of assets of taken over units under SFC Act 1951, SARFAESI Act, IBC Act 2016 or any other applicable law

- i) The intending bidder(s) have to deposit participation fees (Rs 1000/-+ applicable GST for each assets) and earnest money deposit as mentioned in the e-auction notice online through payment gateway before participating in e-auction.
- ii) In case of sale of land & building only, the offer shall be made only on cash down payment basis.
- iii) The highest bidder in the auction will have to deposit with RIICO, 10% of the bid amount + applicable GST, including earnest money earlier deposited, within seven(7) working days of close of bid , failing which the bid shall not be considered, earnest money deposited shall be forfeited and the second/ subsequent higher bidder in the auction shall be given the same chance.

321
iv) **The successful bidder(s) shall be required to submit their offers on cash down payment basis only, where sale of asset is done under the provisions of SARFAESI Act or IBC 2016. The bidder(s) shall deposit entire agreed sale consideration along with GST (after adjusting the 10% of bid amount + applicable GST already deposited) within 30 days from the date of issue of offer for sale. In case bidder(s) fails to deposit the entire down payment within the stipulated period of 30 days, the amount earlier deposited by the bidder(s) shall be forfeited.**

v)

And/or

The offers can be made either on cash down basis or on deferred payment basis where the assets are sold under the provisions of SFC Act 1951 or as applicable under any other applicable Act. In case of cash down basis, the successful bidder will have to make payment of entire gross amount (i.e. full bid amount + applicable GST, on the bid amount after adjusting the 10% of gross amount already deposited) within 30 days of date of issue of letter of offer for sale.

- vi) In case of offer on deferred payment basis, the successful bidder will have to make payment as follows:-

The bidder shall deposit 25% of the agreed sale consideration + applicable GST, if any, on entire sale consideration amount (after adjusting the 10% of

gross amount already deposited) within 30 days from the date of issue of letter of offer for sale. In case the bidder fails to accept the letter of offer for sale and/or deposit the 25% down payment + full amount of GST, if applicable, within the stipulated period of 30 days, the 10% of gross amount already deposited by the bidder shall be forfeited.

The balance 75% of the agreed sale consideration shall be paid by the bidder in five (5) years in 20 equal quarterly installments with a moratorium period not exceeding 12 months from the date of deposition of 25% down payment.

The balance 75% of the sale consideration (i.e. deferred portion of sale consideration) shall attract interest at the prevailing term lending rate on the date of auction (at present % p.a.) compounded on quarterly rests basis from the date of taking over the possession of the fixed assets or after 30 days from the date of issue of letter of offer for sale, whichever is earlier.

In case of default in repayment of interest and/or principal on the due dates, liquidated damages @ 2% p.a. shall also be charged. In addition, the Corporation shall have right to initiate legal action under section 29 and other provisions of the SFC Act, 1951, SARFAESI Act 2002, IBC 2016 or any other applicable acts, etc. The bidder shall also be eligible for rebate on timely payment as per the prevailing policy of the Corporation.

vi) The successful bidder after depositing the due payments, shall within 30 days from the date of executing the Agreement to Sale /Conveyance Deed / Sale Deed and other legal documents, take over the possession of the fixed assets. In case of failure to do so the successful bidder/purchaser shall be liable for security and other related expenses.

b-2) In case of e-auction of assets of other department, the payment terms shall be as decided by the concerned department.

Annexure-B-2

Terms and Conditions of Payment in case of e-auction of building constructed by RIICO/Assets of possessed units through EO Court in RIICO Industrial areas

- A. The intending bidder(s) have to deposit participation fees (Rs. 1000/- + applicable GST for each asset) and 5 % of the bid reserve price or Rs. 25000/-, whichever is higher as EMD online through RIICO Payment Gateway before participating in E-Auction.
- B. The highest bidder, after approval of the bid, has to deposit the following amount within 30 days from the issue of offer letter of acceptance of bid:
- 1% of total sale value of asset as Security Money (Minimum Rs. 2500/-)
 - 25 % of total sale value of asset and Applicable GST on Total sale value as per applicable rates after adjusting amount already deposited as EMD.
- C. In case the above amount as mentioned in (b) above is not deposited within 30 days, then amount deposited earlier (on account of EMD) shall be forfeited without giving any further notice. However, the Managing Director will grant time extension for deposit of such amount with interest up-to the period as prescribed by the Corporation from time to time, depending upon merit of the each case.
- D. If Bidder fails to deposit the Amount as mentioned in (b) within 30 days from the issue of the Confirmation of Auction Cum Demand Letter or extended period if any, the auction of asset shall stand automatically cancelled and all Amounts deposited by the Bidder shall stand forfeited. RIICO will have the right to re-Auction this Plot without further reference with the Bidder.
- E. The balance 75% sale amount shall be deposited by the allottee in seven equal quarterly installments with interest (at the rate as may be prescribed by the Corporation from time to time). However, the allottee may also opt to pay the balance 75% sale amount in lump sum.

75% Premium within 120 days of the land allotment for which no interest will be charged.

- F. All payments except mentioned at 'A' above shall be accepted through RTGS/NEFT to Concerned Unit Office Bank Account No., the details of which are as under:

- a. Name of Bank :
- b. Name of Bank Branch :
- c. Account No. :
- d. IFSC Code :
- e. Bank Address :

Note: In case of e-auction of assets of other department, the payment terms shall be as decided by the concerned government department/agencies.

DISCLAIMER

You are being redirected to e-auction software developed by the third party i.e. RISL (RajCOMP Info Services Ltd.). Please acknowledge this disclaimer before proceeding further.

The information contained in this Bid Document or subsequently provided to Bidder(s), whether verbally or in documentary or any other form by or on behalf of the RAJASTHAN STATE INDUSTRIAL DEVELOPMENT AND INVESTMENT CORPORATION LTD., (RIICO Ltd.), hereinafter also referred as "**Corporation**" or any of its employees or advisors, is provided to Bidder(s) on the terms and conditions set out in this Bid Document and such other terms and conditions subject to which such information is provided.

PA This Bid Document is not an agreement and is neither an offer nor invitation by the **Corporation** to the prospective Bidders or any other person. The purpose of this Bid Document is to provide interested parties with information that may be useful to them in making their financial offers (Bids) pursuant to this Bid Document. This Bid Document includes statements, which reflect various assumptions and assessments arrived at by the **Corporation** in relation to the Plots. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This Bid Document may not be appropriate for all persons, and it is not possible for the **Corporation**, its employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this Bid Document. The assumptions, assessments, statements and information contained in the Bid Document, may not be complete, accurate, adequate or correct. Each Bidder should, therefore, conduct its own surveys, investigations and design, analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this Bid Document and obtain independent advice from appropriate sources.

Information provided in this Bid Document to the Bidder(s) is on a wide range of matters, some of which may depend upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The **Corporation** accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.

The **Corporation**, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost

anything contained in this Bid Document or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the Bid Document and any assessment, assumption, statement or information contained therein or deemed to form part of this Bid Document or arising in any way for participation in this Bid Stage.

The **Corporation** also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statements contained in this Bid Document.

The **Corporation** may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this Bid Document.

The issue of this Bid Document does not imply that the **Corporation** is bound to select a Bidder or to appoint the Selected Bidder, as the case may be, for the Plot and the **Corporation** reserves the right to reject all or any of the Bidders or Bids without assigning any reason whatsoever.

The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the **Corporation** or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Bidder and the **Corporation** shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation or submission of the Bid, regardless of the conduct or outcome of the Bidding Process.

The Bidders are prohibited from any form of collusion or arrangement in an attempt to influence the selection and finalization process of the Bid. Giving or offering of any gift, bribe or inducement or any attempt to any such act on behalf of the Bidder towards any officer/**employee**/ advisor/ representative of **Corporation** or to any other person in a position to influence the decision of the **Corporation** for showing any favour in relation to this Bid Document or any other Contract, shall render the Bidder to such liability/penalty as the **Corporation** may deem proper, including but not limited to rejection of the Bid of the Bidder and forfeiture of its Bid Security.

Your access to the bidding process does not imply a license to reproduce and/or distribute this information and you are not allowed to any such act without the prior approval of the **Corporation**.

RIICO and its official expressly disclaim any liability or any deficiency in the service provider whose site you are about to access. Neither, RIICO nor the official will be liable to or have any responsibility of any kind or any loss that you incur in the event of any deficiency in the service of service

provider, failure or disruption of the site of the service provider or result from the act of omission of any other party involved making this site or the data contents therein available to you or from any other calls relating to your access to inability to access or user of site of these materials in accordance to their RIICO and all its related parties describes herein above stand indemnified all proceeding or other arising thereto.

For e-auction bidding 3 working days shall be considered as per official calendar of Govt. of Rajasthan excluding gazetted holidays. However, the days on which half day holiday is declared either by GoR or District Collector, the same will be treated as full working day for calculation of 3 working days for bidding.

3. After fixing Reserve Price and terms and conditions concerned department will send the same to RIICO and RIICO will advertise the same through public notice for sale of assets of concerned department.

4. The concerned department will appoint a Nodal Officer to co-ordinate with RIICO for smooth conduct of auction.

5. The e-auction bids will be sent by RIICO in sealed envelope to the concerned department and further action related to approval of allotment of asset in favour of highest bidder(s) etc. will be taken up by the concerned department at its own level.

6. The concerned department will bear the actual cost of advertisement.

7. The concerned department will pay 10% of the advertisement cost as administrative charges to RIICO.

Annexure-D

MODALITIES OF E-AUCTION OF ASSETS OF OTHER DEPARTMENTS

1. The reserve price of Asset(s) will be fixed by Department concerned, either through its own valuers or empanelled valuers of department concerned.
2. The Department concerned will decide the terms and conditions of sale of asset(s), payment terms and will provide details of location as well as site plan of the asset(s) to be auctioned.
3. After fixing Reserve Price and terms and conditions, concerned department will send the same to RIICO and RIICO will advertised the sale through public notice for sale of asset(s) of concerned department.
4. The concerned department will appoint a Nodal Officer to co-ordinate with RIICO for smooth conduct of auction of their asset(s).
5. The e-auction bids will be send by RIICO in sealed envelope to the concerned department and further action related to approval of bid, allotment of asset in favour of highest bidder(s) etc. will be taken up by the concerned department at its own level.
6. The concerned department will bear the actual cost of advertisement.
7. The concerned department will pay 10% of the advertisement cost as administrative charges to RIICO.

Annexure-E

DECLARATION BY BIDDER(S)

Note: This document is required to be duly filled in and signed by the bidder (s) and hereafter its scanned copy is to be uploaded on the website at the time of deposition of EMD.

RIICO LTD

Udyog-Bhawan, Tilak-Marg,
Jaipur/ Unit Head

1. I/We, the bidder(s) do hereby state that, I/We have read the entire E-Auction Bidding Terms and Conditions for auction of asset(s), General Terms & Conditions for allotment of asset(s) through E-Auction and Terms & Conditions of Payment of the E-auction and have understood them fully. I/We, hereby unconditionally agree to abide by and to be bound by the said terms and conditions and agree to take part in the online E-auction.
2. I/We, declare that the EMD and other deposits towards purchase-price were made by me/us as against my/our offer and that the particulars of remittance given by me/us in the bid form are true and correct.
3. I/We further declare that the information furnished by me/us in the bid form is true and correct to the best of my/our belief and knowledge. I/We, understand and agree that if any of the statement /information furnished by me/us is found to be incorrect and /or untrue, the offer/bid submitted by me/us is liable to be cancelled and in such case, the EMD paid by me/us is liable to be forfeited by the RIICO and that RIICO will be at liberty to annul the offer made to me/us at any point of time.
4. I/We understand that in the event of me/us being declared as successful Bidder(s) by RIICO in its sole discretion, I/We are unconditionally bound to comply with the Terms and Conditions of E-auction. I/We also agree that if my/our bid for purchase of the plot is accepted by RIICO and thereafter if I/We fail to comply with or act upon the terms and conditions of the offer letter or am/are not able to complete the transaction within the time limit specified for any reason whatsoever and/or fail to fulfill any /all of the terms and conditions, the EMD and any payments made by me/us along with the bid thereafter, is/are liable to be forfeited by RIICO.
1. I/We also agree that in the eventuality of forfeiture of the amount by RIICO, the defaulting bidder (s) shall neither have claim on the plot nor on any part of the sum for which it may be subsequently sold/auctioned.

2. I/We also understand that the EMD of all the bidder(s) shall be retained by RIICO and will be returned without interest only after the successful completion of the sale/E-auction of the plot(s). I/We state that I/We have fully understood the terms and conditions of e-auction and agree to be bound by the same.
3. The decision taken by RIICO in all respects shall be binding on me/us.
4. I / We also undertake to abide by the additional conditions if announced during the E-auction including the announcement of correction(s) and/or addition (s) or deletion (s) of terms & conditions being offered for auction.

I accept the terms & Conditions as above

Signature of Bidder