

The Commonwealth Trust (India) Ltd

7/1136, South Mananchira Road, Calicut 673001

TENDER FOR SALE OF land - The Commonwealth Trust (India) Limited, herein after referred as “Company”, is a Public Limited Company in the Private sector engaged in manufacturing Terracotta Roofings and other building materials. The Company has its Registered Office at 7/1136, South Mananchira Road, Calicut, Kerala.

The Company was having a roofing Tile manufacturing factory at Jeppoo, Mangalore, which stopped operations in 2006. Thereafter a Joint Venture was functioning there which also stopped all operations in January 2024. The Company now invites offers in two bid system from the interested parties for outright sale of this land admeasuring 5.34 acres with waterfront overlooking Netravathy River, Mangalore Club Road, Jeppinamoguru, Mangalore, Pin 575001 in “as is where is basis”.

Offers are to be submitted in Annexure I – Bid Part A – Expression of interest/Prequalification and Annexure II = Bid Part B – Financial Bid separately in sealed envelopes super-scribed as “Offer for Purchase land at Jeppoo, Mangalore”.

The offers are to be sent by post/courier to the Company’s Registered Office at 7/1136, South Mananchira Road, Calicut 673001, Kerala, or by hand delivery to reach us before 3.30pm on 30th May, 2024.

The Company 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 reputed builders and developers. No Brokers please.

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

I. GENERAL TERMS AND CONDITIONS AND 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. NRIs, Persons of Indian Origin, Foreign Companies having business and branch in India can also participate in the Bid provided they comply with all applicable laws, rules, regulations in accordance with FEMA 1999 and RBI directions in force.
- (b) Be legally competent to enter into contract as per prevailing laws;
- (c) Be financially sound.
- (d) Submit Income tax returns for the last three years.
- (e) Enclose documentary proof that he has the liquidity, line of credit and other financial means to support the bid price.
- (f) submit copy of PAN, Memorandum and Articles of Association, Partnership Deed, Trust Deed or other such documents as applicable as proof of identity.

The Company 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 Company. If there are any changes in the consortium structure, the Company 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 property proposed for sale is located at Jeppinamoguru, Mangalore. The map (sketch) showing location and area of the property is enclosed (Annexure III). All that piece and parcel of free hold land comprising 5.34 Acres with factory buildings and machinery situated at Jeppinamogure, Mangalore, District of Mangalore, the State of Karnataka bounded by:

On the North – Kanara Plywood Factory, Portland

On the South – Aqua marine Apartments

On the East – Netravati River, Waterfront projects by Mangaluru Smart City Limited

On the West – Land in other Sy Numbers

III TITLE DEED OF LAND

The title of the property owned by the Company 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 sealed envelopes super scribing "Offer for Purchase land at Jeppoo, Mangalore", addressed to The Commonwealth Trust (India) Limited, 7/1136, South Mananchira Road, Calicut 673001, Kerala. The last date of receipt of sealed offer is on or before 30th May, 2024 at 3.30 PM in sealed covers to be submitted in person, at the office address or the same may be sent by post/courier. No other mode of submission such as telex, telegraphic, fax, Email etc. shall be considered. Tender received in open condition will be rejected / not accepted. The sealed offers will be opened on 3rd June, 2024 at 10 AM in the designated premises, which will be informed to the tenderers in due course. The representatives of the bidders may remain present while opening of the same, if they wish. In the event of the date fixed for opening Tender turning a holiday any unforeseen reason, the bids shall be opened on the next working day at the same place and 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. Vishnu.K . (Contact No. : 9526779988)

VI SALE BY BIDDING

The Part A of the Tenders will be scrutinised first and those bidders who qualify in it for the bid conditions only will be eligible to take part in Financial Bid through Part B

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 Company and shall be final and binding on the Parties.

However, the Company has the right for selection of the parties considering their reputation and utilisation of the land in its highlighted features of waterfront, proximity to Mangalore Port etc.

VII EARNEST MONEY DEPOSIT (EMD)

EMD of Rs.50,00,000/-(Rupees Fifty Lakhs only) in the form of Demand Draft (DD) / Pay Order drawn in favour of The Commonwealth Trust (India) Limited. The EMD may also be sent to the Company's Bank Account :

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.

The EMD of the successful bidder, failing to comply with terms of payment is liable for forfeiture.

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, and 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 Company including the reputation of the bidder.
- (d) The land / property will be sold on “as is where is basis” only.
- (e) Agreement to sell once made shall not be altered.

IX MODE OF PAYMENT

- (a) First instalment of 50% of the accepted bid price of the property shall become payable as per the Acceptance Letter within 20 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 Company immediately thereafter.
- (b) The balance consideration together with other dues, if any, after adjustment of first instalment and EMD shall be payable before execution of Sale Deed.
- (c) However, the Company 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/their name within 90 days from execution of Agreement to sell and 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 be permitted at the request of the successful bidder/s and approval of the Company.

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 Company 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 Company 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 Company 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 bidder 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 Company 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 purchaser can take up construction/renovation as applicable over the allotted plot / premises only after executing the sale deed and on the basis of the building plans approved by the Competent Authority / Local Authorities.

(b) The Company will not be responsible for paying any compensation for demolition of illegal construction and development work done by the purchaser.

XVII ARRANGEMENT OF POWER, WATER SUPPLY AND SANITATION

The party shall make their own arrangements for power, water supply and sanitation at site. The Company 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 Company 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 Company 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, dissilience, 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 Company to extend the time of performance on the part of the Company by such period as may be necessary to enable the Company to effect performance after the cause of delays have ceased to exist. The provisions aforesaid shall not be limited or abrogated by any other terms of the contract whether printed or written.

XX INDEMNITY:

The Tenderer(s) / Bidder(s) shall indemnify and keep at all times indemnified the Company against any loss or damage that the Company may sustain directly or indirectly as a result of the failure or negligence of the Company or its employees / agent / representative to faithfully carry out its obligations under this tender / offer and to pay for all loses, damages, costs, charges and expenses which the Company may reasonably incur or suffer and indemnify and keep indemnified the Company 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 Company will address the disputes/ differences for mutual resolution and failing which the matter shall be referred to the sole arbitration of Mr.Satheesan , Retd. Supdt. Engr., PWD, Kerala 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 Calicut.

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 of all disputes arising out of this offer for sale/tender is subject to the jurisdiction of Courts in Calicut

SPECIAL TERMS& 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 Company officials.
3. The bidder shall quote clearly the rate per cent of land both in words and figures in columns provided for the same in the Part B Financial Bid 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 totalling, 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 Company.
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 Company is not precluded from entering into similar contracts with anyone 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 if the Company decides to withdraw the invitation for quotation.

Should all invitation for quotation be withdrawn or cancelled by the Company for which the Company hall 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. Company 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

ANNEXURE I

Part A –EXPRESSION OF INTEREST/PREQUALIFICATION BID

The Chairman

The Commonwealth Trust (India) Ltd

South Mananchira Road

Calicut -673001

Kerala

Particulars of the Bidder and Documents provided for Prequalification

1 Full name of the Bidder (in block letters)

2. Constitution of Bidder (Tick whichever is applicable)

Individual/Public Limited Company/Private Limited Company/Partnership/Sole Proprietary/Others (specify)

3 Applicant's registered office/ place of business/Permanent Address

Telephone Number.

Mobile Number

Fax Number

E-Mail id

4. Legal competency of the bidder (other than individual) to enter into contract as per prevailing laws:

(a) Copy of PAN, Memorandum and Articles of Association, Partnership Deed, Trust Deed or other such documents as applicable as proof of identity and legal competency.

(b) Proof of financial soundness Bank account details, owned property and other asset details

(c) Provide Income tax returns for the last three years.

(d) Documentary proof of liquidity, line of credit and other financial means to meet the bid price.

(e) Previous experience as developer in commercial/residential projects in similar scale

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 Company to reject our bid and/or to cancel the award of sale.

Dated :

Place:

Bidder's Signature(s)

Name(s) of the Bidder(s)

ANNEXURE II
PART B – FINANCIAL BID

The Chairman
The Commonwealth Trust (India) Ltd
South Mananchira Road
Calicut -673002
Kerala

Particulars of Financial Bid

1. The price offered for purchase of the property for the land and building thereon
(Excluding Plant and Machinery)

Per cent–

Rs.....(Rupees.....)

Total for 5.34 Acres. –

Rs.....(Rupees.....)

2. Particulars of Earnest Money Deposit of Rs. _____ by DD/Pay Order No. _____
Dated: _____ Name of Bank and Branch
_____/by transfer to Company's Bank Account -----

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 Company in the "Letter of Acceptance", the amount of Earnest Money Deposit and any further instalments paid by us under this offer shall stand absolutely forfeited by the Company. (ii) I/We agree to abide by the decision of the Company.

(iii) I/We have read and understood all the terms and condition and hereby unequivocally and have 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 Company to reject our bid and/or to cancel the award of sale.

Dated :

Place:

Bidder's Signature(s)

Name(s) of the Bidder(s)