

**BID FORM
DETAILS OF BIDDER**

(Read carefully the terms and conditions of Invitation of EOI for Shyamnagar Unit of Nicco Corporation Limited – in Liquidation before filling-up and submitting the bid)

1. Name(s) of Bidder (in Capital):
2. Father's/Husband's Name:
3. Postal Address of Bidder(s):
4. Phone/Cell Number and E-mail ID:
5. Bank Account details to which EMD amount to be returned
 - i. Bank A/c. No.:
 - ii. IFSC Code No.:
 - iii. Bank & Branch Name:
6. Date of submission of bid:
7. PAN Number:
8. Listing Id No: _____ [Please mention Listing ID as designated on the Website of E-auction Service Provider]
9. Whether EMD remitted: Yes/No.
10. EMD remittance details*: EMD Amount _ Date of remittance
11. Name of Bank Branch A/c. No. IFSC Code No.
12. Bid Amount quoted: _____ (Rupees) [Please mention only Reserve Price here, and not Actual Bid, to be submitted at the time of Online Auction]

I/We declare that I/We have read and understood all the above terms and conditions of auction sale and the auction notice published in the daily newspaper which are also available in the website <https://www.bankauctions.in> and shall abide by them.

I/We also undertake to improve my/our bid by one bid incremental value notified in the sale notice if I/We am/are the sole successful-bidder.

(Name & Signature of the Bidder, along with Seal)

*Mandatory:

Bidders are advised to preserve the EMD Remittance Challan.

Note: This document is required to be duly filled in and signed by the bidder and thereafter uploaded in the website <https://www.bankauctions.in> during the time of submission of the bid.

DECLARATION BY BIDDER (S)

[Strike-off the word(s) not applicable]

To:
Liquidator of Nicco Corporation Limited (in Liquidation)

Date:

Dear Sir,

1. I/We, the bidder/s do hereby state that, I/We have read the entire terms and conditions of the sale and have understood them fully. I/We, hereby unconditionally agree to abide with and to be bound by the said terms and conditions and agree to take part in the Online Auction.
2. I/We do hereby affirm that I have read the terms and conditions of the Invitation, and I have agreed to participate in the auction on my sole discretion and for my own benefit, and not on behalf of any other person. I have further given an undertaking dated _____ in respect of my/our participation in the sale process, and the same shall stand incorporated herein by reference.
3. I/We declare that the EMD and other deposit 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.
4. I/We further declare that the information revealed by me/us in the EOI/bid document is true and correct to the best of my/our belief. I/We understand and agree that if any of the statement/information revealed by me/us is found to be incorrect and/or untrue, the 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 Liquidator and that the Liquidator will be at liberty to annul the offer made to me/us at any point of time.
5. I/We have received and read the Information Sheet in entirety, and understand that the bid is being submitted by me/us independently, after carrying out requisite due diligence and after being satisfied in all respect as to the Sale Asset. I/We declare that I/We shall not

claim excuse of non-availability/non-receipt of any information/document from the Liquidator/Seller, after submission of bid.

6. I/We confirm that all legal documentation as prepared by the Liquidator or appointed advisors/counsels of the Liquidator shall be final.
7. I/We understand that in the event of me/us being declared as successful bidder by the Liquidator, I/We are unconditionally bound to comply with the terms and conditions of sale. I/We also agree that if my/our bid for purchase of the Sale Asset is accepted by the Liquidator and thereafter if I/We fail to comply or act upon the terms and conditions of the sale 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 other monies paid by me/us along with the bid and thereafter, is/are liable to be forfeited by the Liquidator, and I/We hereby consent to the same.
8. I/We also agree that in the eventuality of forfeiture of the amount by the Liquidator, the defaulting bidder shall neither have claim on the Sale Asset nor on any part of the sum for which it may be subsequently sold.
9. I/We also understand that the EMD of top 2 (Two) offerors/ bidders shall be retained by the Liquidator and returned only after the successful conclusion of the sale of the Sale Asset.
10. I/ We shall observe due care while putting our bids in the auction process, without entering into any collusion, understanding or arrangement with any person, and allow smooth and transparent discovery of the price of the Sale Asset.
11. I/ We agree not to hold the Liquidator or the E-auction Service Provider, responsible for any *bonafide* technical failures in the auction process or technology platform, causing any delay, deferment, cancellation, re-fixation of the auction date.
12. The e-auction being organized by the Liquidator, is for the purpose of price discovery for the intended sale of the Sale Asset, which, based on the price so discovered, is intended to be sold/transferred by way of a further agreement for sale, and a sale certificate, in the manner as provided by applicable law. Mere conclusion of the auction in favour of the bidder does not result in conclusion of sale.
13. The conclusion of the auction does not amount to an assurance on the part of the E-Auction Service Provider or the Liquidator as to conclusion of the sale, or any other assurance at all. The successful conclusion of the auction does not, by itself, result into any rights on the

part of the bidder against the E-Auction Service Provider or the Liquidator in any manner.

14. I/We agree that the Liquidator is not in any manner responsible for any delay, suspension, deferment, or cancellation of the auction or the subsequent sale of the Sale Asset for any reason whatsoever, including but not limited to any legal proceeding, order or direction of any authority, or any other reasons.
15. The sale of the Sale Asset is intended to take place in accordance with applicable law, including the Insolvency and Bankruptcy Code, 2016, and in accordance with the terms and conditions contained in the agreement for sale to be executed between the Liquidator and the successful bidder, on payment of the full consideration as provided in the Invitation. The successful bidder shall observe the timelines in respect of payment of purchase consideration, and execution of documents as may be required, failing which the bidder shall be considered to be in default of the terms of the Invitation.
16. I/ We further understand that in all situations, subject to the right of forfeiture as stated above, the liability of the Liquidator and the liquidation estate is limited to refund of earnest money deposit of Rs. _____/- (Rupees _____ Only) furnished by me/us, without any interest.
17. The decision taken by the Liquidator in all respects shall be binding on me/us.
18. I/ We also undertake to abide by the additional conditions if announced during the auction including the announcement of correcting and/or additions or deletions of times being offered for sale.
19. I/ We state that I/We have fully understood the terms and conditions of auction and agree to be bound by the same.

Signature:
[Signature with Seal]
Name of the Applicant/Bidder:
Address:
E-mail id:
Name of the Authorised Person:
Designation:

Note: This document is required to be duly filled in and signed by the bidder and thereafter uploaded in the website <https://www.bankauctions.in> during the time of submission of the bid.