

IFCI Limited

Tender No.: IFCI/HO/M&R/01/2023-24, dated 21/04/2023

1. IFCI Limited ("IFCI") invites bids from Banks/ARCs/NBFCs/FIs as eligible under the regulatory framework (interested parties/bidders) for sale/assignment of its Financial Asset (Loan)/NPA as mentioned below subject to applicable regulations issued by Reserve Bank of India. The Financial Asset/NPA is being offered for sale/Assignment on 100% Cash Basis and on "As is Where is, As is What is and Whatever there is basis" and "without recourse against IFCI". The details of Financial Asset are as under:

(Rs.in crore)

| Name of the Account | Nature of Financial Asset | Outstanding Amount (as on 15/04/2023) | Terms of Sale | Reserve Price | EMD* |
|---|---------------------------------|---|--------------------|---------------|------|
| Biltech Building Elements Ltd. (BBEL) | Corporate Loan | 212.17 | 100% cash basis | 83.67 | 1.00 |

^{*} EMD is not stated as a percentage of reserve price

Security Available:

- a) Exclusive first charge on the fixed assets of BBEL
- b) Pledge of 53.23% of the promoter shareholding (as against the stipulation of 74%)
- c) Corporate Guarantee of Avantha Holdings Ltd.
- d) Post Dated Cheques for principal and interest repayments

Hereinafter, the above shall be referred to as the "Financial Asset".

- Eligible prospective bidders who would like to participate in the competitive bidding in the auction process being conducted under "Open E-Auction Method" are requested to intimate their willingness to participate by submitting in writing their Expression of Interest as detailed below under head Submission of Expression of Interest
- 3. IFCI will be assigning the Financial Asset to the Winning bidder as on the date of execution of the requisite agreements with the Winning bidder upon payment of entire consideration.
- 4. IFCI reserves the unqualified right to accept/reject the bid of the highest bidder for the exposure as deemed fit.

Submission of Expression of Interest

5. Interested bidders are requested to intimate their interest to participate, by submitting in writing their "Expression of Interest" (EoI), as per format enclosed at **Annexure A**, along with Non-Disclosure Agreement (NDA) as per format enclosed at **Annexure B** duly signed by the authorized person and sent by email (to the e-mail IDs provided at Sr.27 of this document) followed by delivery of physical forms/ to:

The General Manager (Monitoring & Recovery - Credit Operations Dept.) IFCI Ltd., IFCI Tower, 61, Nehru Place, New Delhi – 110019.

The EOI & NDA must adhere to the enclosed format and should be mandatorily submitted vide email as well as in physical form within the timelines as indicated at SI.No.26 of this document.



6. The envelope containing the EoI shall be properly sealed and have the following marking on the top:

"EoI for Tender No: IFCI/HO/M&R/01/2023-24, dated 21/04/2023"

IFCI will not be liable for any delay in delivery /damage to the envelope containing EoI during transit. No request from intending bidders for modifications in Expression of Interest / Non-Disclosure Agreement will be entertained by IFCI.

- 7. The Tender documents comprising detailed terms & conditions of the sale can be obtained from the office of IFCI Limited, IFCI Tower, 61, Nehru Place, New Delhi on payment of Rs.1,000/- or can be downloaded from IFCI's website (www.ifciltd.com). However, in case Tender Document is downloaded from the website of IFCI Ltd., the bidder shall deposit an amount of Rs.1,000/- towards cost of Tender documents in addition to the EMD. Tenders not accompanied with demand draft of Rs.1,000/- or proof of payment through RTGS (in case the tender document is down-loaded from the IFCI's web-site) are also liable to be rejected/ ignored summarily.
- 8. After submitting the EOI and the NDA (within timelines as indicated at SI.No.26 of this document), on request, prospective bidder shall be provided access to the Online/Virtual Data Room. Nothing contained in the data room is, or shall be relied upon as, a promise or representation, whether as to the past, current or future performance of the Company. The virtual Data Room shall include the relevant documents pertaining to the status of the account and various legal proceedings pending before the court/forums.
- 9. It would be deemed that by submitting the bid, the bidder has read, understood and has made a complete and careful examination of all the information given in this PUBLICATION/ Data Room pertaining to the Financial Asset & has made their own due diligence in respect of the same and fully convinced and satisfied with the Financial asset and marketability, enforceability and nature of the underlying security. IFCI shall not be responsible or liable for any consequences arising therein or relating to it.

Submission of Earnest Money Deposit (EMD) of Rs.1.00 crore

10. Prospective bidders desirous of further participating in the e-bidding process are to deposit an EMD of Rs.1.00 crore, (as per timelines at Sl. No. 26 below) either through direct transfer or a Demand Draft (DD) or RTGS and intimate their interest to participate in e-bidding as per **Annexure C**.

The RTGS details of IFCI Ltd. are as under:

Bank Account No. 00030350002631

Beneficiary Name: IFCI LTD. Bank Name: HDFC BANK LTD.

Branch Name: SURYA KIRAN BUILDING, KG MARG, NEW DELHI – 110001.

IFSC Code: HDFC0000003

Earnest Money in any other form, for example, cheque (including cheque made "good for payment"), Bank Guarantee, Bid Bonds, Call Deposit, etc. will not be acceptable. The highest bid will be declared as the "Winning Bidder". The EMD of the Winning Bidder shall be retained and adjusted towards part sale consideration. The EMD of unsuccessful bidders shall be refunded within 7 working days of declaration of Winning bidder by IFCI. No interest shall be payable on the Earnest Money Deposit.

11. IFCI will issue User ID and Password to interested bidders after receipt of EMD of Rs.1.00 crore, to enable participation in the e-bidding, which will take place as per the timelines indicated at Sl.No.26 of this document.



- 12. The starting bid shall be the Reserve Price of the Asset which is disclosed as above. All subsequent bids shall be at a mark-up of at least 5% of the reserve price, over the last bid.
- 13. The Winning bidder shall deposit 10% of the bid amount (after adjusting the EMD already deposited) with IFCI as per the timelines mentioned at Sr.No.26 of this document. In case of failure of the Winning Bidder to deposit the 10% of the Bid amount as per the stipulated timelines, the amount deposited already, if any including the EMD shall be liable to be forfeited.
- 14. In case of failure of the Winning bidder to deposit the balance 90% of the bid amount within the stipulated period, IFCI, at its sole discretion, may opt for either forfeiting the amount deposited by the Winning bidder with IFCI or extending the time for payment on levy of interest at IFCI Benchmark Rate +3% till payment of the said amount.
- 15. Subject to payment of full consideration within the timelines as indicated at Sl.No.26 of this document, the Winning bidder will execute the Deed of Assignment (DOA)/any other Legal Document required. The sale/Assignment will be subject to final approval by the Competent Authority of IFCI. IFCI reserves the right to reject any/all bids or adjourn/postpone/cancel the sale/modify any terms and conditions of the sale without any prior notice and or without assigning any reasons thereof.

IMPORTANT TERMS AND CONDITIONS

- 16. Submission of bid by a bidder implies that the bidder has obtained all the clarifications required and deemed to constitute unconditional acceptance of all the terms and conditions of this PUBLICATION by the Bidder. IFCI reserves the right to alter, modify, terms and conditions of the said transaction without assigning any reason at any stage of transaction.
- 17. Bidders are expected to submit their Bid with independent study & assessment in respect of Financial Assets and value thereof before submitting their Bids. By virtue of submission of the Bid, it shall be deemed that the Bidders have conducted their own independent due diligence at their own costs including verifying various legal proceedings, as well as ascertained/satisfied the known and unknown liabilities, encumbrances and any other dues from concerned authorities or stakeholders to their satisfaction before submitting the Bid. Any Bid made shall be deemed to have been submitted after complete satisfaction of Bidders thereto and/or all claims there against and due proper inspection and satisfaction. Hence the participants shall not be entitled to make any representations or raise any query/objection to IFCI as to the title or condition of the secured assets or any part thereof or any liabilities/ encumbrances/ dues/ taxes/ levies etc
- 18. The bidder should ensure that they are eligible to acquire/purchase the Financial Asset and they have complied with all the statutory formalities/ guidelines/ regulations/ circulars inter alia, issued by the Reserve Bank of India, Securities & Exchange Board of India, Companies Act, 2013, SARFAESI Act and/or other agencies, read along with relevant rules and other relevant statutory provisions as applicable to the sale / transfer of financial assets.
- 19. Any applicable stamp duties/additional stamp duty/transfer charges, fee, etc. and also all the statutory/non-statutory dues, taxes, rates, assessment charges, fee, etc. owning to anybody that may be arising out of the present transaction shall be payable by the Winning Bidder.
- 20. IFCI shall have the right to issue addendum /corrigendum to tender/other documents to clarify, amend, modify, supplement or delete any of the conditions clauses or items stated therein. Each addendum /corrigendum so issued shall form a part of original invitation to tender.



- 21. IFCI may, at any time, without giving any reasons thereof, change/extend the deadlines/time-lines outlined herein below and shall communicate such change/extension by way of notice only on IFCI website (www.ifciltd.com). The prospective bidders are advised to visit IFCI's Website for any update, as no individual communication shall be made in this regard.
- 22. The Bid should be made based on the terms of this PUBLICATION without prejudice to IFCI's right to make any amendments. IFCI reserves the right not to go ahead with the proposed transaction at any stage, without assigning any reasons. The decision of IFCI in this regard shall be final and conclusive.
- 23. All conditional and contingent bids shall be summarily disqualified by IFCI. The Bidder should submit a Resolution of Board of Directors/ Power of Attorney (POA) duly supported by the Board Resolution authorising the signatories of the Bid.
- 24. In case of any doubt regarding the terms and conditions and process of the sale, the decision of IFCI will be final.
- 25. All suits or proceedings relating to any dispute or claim arising out of or in course of performance of this contract shall be filed in appropriate Court having jurisdiction in New Delhi.
- 26. The timelines for the transaction are as follows:

| Sl.No | Activity | Date | Day | Time |
|-------|---|------------|-----------|------------|
| 1 | Uploading of Tender Document on the website: | 21-04-2023 | Friday | 11:00 a.m. |
| | <u>www.ifciltd.com</u> | | | |
| 2 | Start Date for Due Diligence/access to online data room subject to submission of signed EOI and NDA | 21-04-2023 | Friday | 11:00 a.m. |
| 3 | Closure of Due Diligence & Last Date for | 08-05-2023 | Monday | 5:00 p.m. |
| | Submission of EOI and Signed NDA | | | |
| 4 | Last Date for submission of EMD i.e. Rs.1.00 crore | 10-05-2023 | Wednesday | 03:00 p.m. |
| 5 | Date of E-Auction | 11-05-2023 | Thursday | 11:00 a.m |
| | | | - | 12:00 p.m. |
| 6 | Declaration of Winning Bidder by IFCI | 12-05-2023 | Friday | 3:00 p.m. |
| 7 | Last Date & Time for deposit of 10% of Bid Amount | 15-05-2023 | Monday | 5:00 p.m. |
| | by the Winning Bidder (after adjusting EMD | | - | • |
| | amount) | | | |
| 8 | Last date and time for making payment of balance | 19-05-2023 | Friday | 4:00 p.m. |
| | Bid amount in full by Winning bidder | | , | • |

27. For any clarification in the above matter, you are advised to contact:

a. B B Sahu, GM; e-mail: bb.sahu@ifciltd.com

b. Chirag Sapra, DGM; e-mail: chirag.sapra@ifciltd.com

c. Emmanuel Joseph, AGM; e-mail: emmanuel.joseph@ifciltd.com

Place: New Delhi (General Manager)
Date: 21/04/2023 IFCI Limited



Expression of Interest

(On Bidder's Letter Head)

The General Manager (Monitoring & Recovery - Credit Operations Dept.) IFCI Limited, IFCI Tower, 61, Nehru Place, New Delhi - 110019

| Sub: | Expression of Interest – Tender No: IFCI/H | D/M&R/01/2023-24, dated 21/04/2023 |
|--|--|--|
| We here | eby submit our expression of interest to evaluate the Open E-Auction Method vide the caption Our details are as below: | the Financial asset put on sale/Auction by IFCI |
| | Name of the Bidder: Constitution of the Bidder: Nature or Main Business of the Bidder: Address of the Bidder: Net-worth in the previous three financial years: GST No: | |
| We acco We l We (AMI obligation) we interpreted | ner undertake that: are eligible and have the financial capacity to ordance with the applicable laws and regulations of have no conflict of interest with and are not related have already executed NDA dated comply with applicable laws and regulations relations to the co-operation with publicedures and internal control mechanisms in order relational laws and regulations such as Financial Adare not disqualified under Section 29A of IBC, 201 | of India. ed, directly or indirectly, to IFCI. ating to the combat against money laundering i), including client due diligence obligations and lic authorities, and has implemented written to ensure compliance with such domestic and ction Task Force (FATF) recommendations etc. |
| Full Nam Designa Email id Contact | tion: : Number: f the Company and CIN: | |

Details of enclosures to be provided along with EOI:

- a. Duly signed Tender Document
- b. Board Resolution / applicable Authorisation letter in favour of person signing EOI along with authorisation to submit the bid
- c. Proof of Identity of the Authorised Signatory (Copy of Passport/PAN Card)
- d. Non-Disclosure Agreement signed by the applicant alongwith the authorisation (enclosed as Annexure B) (on stamp paper of Rs.200) (If already provided for assignment process in the same account, copy of the same may be enclosed)
- e. Copy of Audited BS of last 3 financial years

Please sign and stamp on all the pages of the EOI and all the other documents being submitted.



Annexure B

(If already provided for assignment process in the same account, copy of the same may be enclosed)

NON-DISCLOSURE AGREEMENT

| This Agreement made on the day | of at New Delhi by and between: |
|---------------------------------------|---|
| | ") or the Receiving Party with CIN No & |
| PAN, having | g its registered office at, , India and a corporate |
| office, India. | |
| | And |
| under the Companies Act, 1956 | be termed as " IFCI ") or the Disclosing Party , a company registered (1 of 1956) with CIN No. L74899DL1993GOI053677 and having its 51, Nehru Place, New Delhi — 110019 |
| their respective directors, officers, | shall include each party's subsidiaries, partners, associates, parents and and employees ("affiliates"), and the rights and obligations of the parties to such affiliates and may be enforced directly by or against such |

AND WHEREAS IT IS AGREED BETWEEN THE PARTIES THAT:

1. NON-DISCLOSURE

- (i) The party receiving Confidential Information (the "Receiving Party") shall hold all Confidential Information in strict confidence and shall not disclose any Confidential Information to any third party, without the prior written approval of the Disclosing Party. The Receiving Party shall disclose Confidential Information only to employees who need to know such information to enter into a transaction with the party disclosing such Confidential Information (the "Disclosing Party") for the specified Purpose, and who have signed agreements that obligate them to treat Confidential Information as required under this Agreement. The Receiving Party shall not use any Confidential Information for any purpose except the specified Purpose.
- (ii) If the Receiving Party is required or requested to disclose any Confidential information by any applicable law or regulation or by any governmental agency or regulatory body having authority to regulate or oversee any aspect of the Receiving Party's business in connection with the exercise of such authority, and such Confidential Information is provided or disclosed pursuant to such requirement or request, the Receiving Party shall not be in breach of this Agreement.
- (iii) The Receiving Party shall take all reasonable measures to protect the confidentiality and avoid the unauthorized use, disclosure, publication, or dissemination of Confidential Information; provided, however, that such measures shall be no less stringent than measures taken to protect its own confidential and proprietary information. The Receiving party agrees that it will not interfere with or circumvent any business of the Disclosing party through the use of any Confidential Information acquired hereunder nor use any Confidential Information for its own account. The Receiving Party acknowledges that the Disclosing Party is neither responsible nor liable for any business decisions made by the Receiving Party in reliance upon any Confidential Information disclosed pursuant hereto.

2. CONFIDENTIAL INFORMATION

"Confidential Information" in this Agreement means all information and any idea in whatever form, tangible or intangible, whether disclosed to or learned by the Receiving Party, pertaining to the **loan account being sold under the Open Auction Method as per Tender No:**IFCI/HO/M&R/01/2023-24, dated 21/04/2023, whether in written, oral, encoded, graphic, magnetic, electronic or in any other tangible or intangible form, and whether or not labelled as confidential by the Disclosing Party or otherwise provided by the Disclosing Party and is "Confidential"



Information" includes, without limitation, the following: (a) schematics, techniques, employee suggestions, development tools and processes, computer printouts, computer programs, design drawings and manuals, and improvements; (b) information about costs, profits, markets and sales; (c) plans for future development and new product concepts; and (d) all documents, books, papers, drawings, models, sketches, and other data of any kind and description, including electronic data recorded or retrieved by any means, that have been or will be given to the Receiving Party by the Disclosing Party, as well as written or verbal instructions or comments.

3. NO OBLIGATION OF CONFIDENTIALITY

The obligation of confidentiality shall not apply with respect to any particular portion of information if:

- (i) It is in the public domain at the time of the Disclosing Party's communication thereof to the Receiving Party; or
- (ii) It entered the public domain through no fault of the Receiving Party subsequent to the time of the Disclosing Party's communication thereof to the Receiving Party; or
- (iii) It was in the Receiving Party's possession, free of any obligation of confidence, at the time of the Disclosing Party's communication thereof to the Receiving Party; or
- (iv) It was rightfully communicated to the Receiving Party free of any obligation of confidence subsequent to the time of the Disclosing Party's communication thereof to the Receiving Party; or
- (v) Such information was developed by employees or agents of the Receiving Party, independently of and without reference to the information and the Receiving Party has evidence of such independent development.

4. RETURN OF INFORMATION

Within Fifteen (15) business days following either a request from the Disclosing Party or the completion of business dealings between the parties hereto, the Receiving Party will deliver to the Disclosing Party all tangible copies of the Confidential Information, including but not limited to magnetic or electronic media containing the Confidential Information, note(s) and paper(s) in whatever form containing the Confidential Information or parts thereof, and any copies of the Confidential Information in whatever form. The Disclosing Party, at its sole option, may request in writing that the Receiving Party destroy all copies of the Confidential Information. If the Disclosing Party requests that such Confidential Information be destroyed, the Receiving Party will destroy the Confidential Information and, within ten (10) business days of the notice from the Disclosing Party to destroy the Confidential Information, will certify in writing to the Disclosing Party that the Confidential Information has been completely destroyed.

5. USE OF INFORMATION BY RECIPIENT

- (i) **Purpose** The Receiving Party agrees to use the Confidential Information only for the purposes of participating in Auction under open auction method being conducted by the Disclosing Party for transfer/sale of its Financial Asset/NPA pertaining to Biltech Building Elements Ltd. (BBEL)
- (ii) The Receiving party shall use the information only for the specified Purpose, and the Receiving party shall not use the information provided by the Disclosing party for any other purpose, without the prior written approval by the disclosing party.
- (iii) The Receiving Party agrees to restrict disclosure of the Confidential Information solely to its employees and agents who have a need to know such Confidential Information and to advise such persons of their obligations of confidentiality and non-disclosure hereunder. Further, the Receiving Party shall not disclose the Confidential Information to third parties, including independent contractors or consultants, without the prior express written consent of the Disclosing Party, and shall advise such third parties of their obligations of confidentiality and non-disclosure hereunder.
- (iv) The Receiving Party agrees to use reasonable means, not less than those used to protect its own proprietary information, to safeguard the Confidential Information.



6. REMEDIES

The Receiving Party agrees that the unauthorized disclosure or use of Confidential Information will cause irreparable harm and significant injury, which may be difficult to ascertain. The Receiving Party recognizes that its violation of this Agreement could cause the Disclosing Party irreparable harm and significant injury, the amount of which may be extremely difficult to estimate, thus, making any remedy at law or in damages inadequate. Therefore, the Receiving Party agrees that the Disclosing Party shall also have the right to apply to any court of competent jurisdiction for an order restraining any breach or threatened breach of this Agreement and for any other relief the Disclosing Party deems appropriate. This right may be in addition to any other remedy available to the Disclosing Party in law or equity.

7. OWNERSHIP OF INFORMATION

The Receiving Party hereby acknowledges that the Confidential Information is proprietary to the Disclosing Party.

8. WARRANTIES

In maintaining confidentiality hereunder the Receiving Party warrants that it shall:

- (i) take at least the same degree of care in safeguarding such Confidential Information and Confidential Materials as it takes for its own Confidential Information and Confidential Material of like importance and such degree of care shall be at least that which is reasonably calculated to prevent such inadvertent disclosure;
- (ii) keep the Confidential Information and Confidential Materials and any copies thereof secure and in such a way so as to prevent unauthorized access by any third party;
- (iii) upon discovery of any unauthorized disclosure or suspected unauthorized disclosure of Confidential Information, promptly inform the Disclosing Party of such disclosure in writing and immediately return to the Disclosing Party all such Information and materials, in whatsoever form, including any and all copies thereof.

9. SURVIVAL

The Receiving party's duty of confidentiality under this Agreement regarding the Confidential Information shall terminate with the termination of this Agreement.

10. TERMINATION

Either Party may terminate this Agreement at any time by providing the other Party with thirty (30) days advance written notice of its intent to terminate this Agreement. Upon termination of this Agreement, the disclosing party may request the receiving party to return all confidential information and the receiving party shall within Fifteen (15) business days following a request from the Disclosing Party deliver to the Disclosing Party all tangible copies of the Confidential Information, including but not limited to magnetic or electronic media containing the Confidential Information, note(s) and paper(s) in whatever form containing the Confidential Information or parts thereof, and any copies of the Confidential Information in whatever form. The Disclosing Party, at its sole option, may request in writing that the Receiving Party destroy all copies of the Confidential Information. If the Disclosing Party requests that such Confidential Information be destroyed, the Receiving Party will destroy the Confidential Information and, within ten (10) business days of the notice from the Disclosing Party to destroy the Confidential Information, will certify in writing to the Disclosing Party that the Confidential Information has been completely destroyed. In case of no explicit termination, this agreement shall stand terminated at the end of 90 days from the date of its execution.



11. GENERAL

- (i) This Agreement shall be binding upon and for the benefit of the parties and their respective successors and assigns. Failure to enforce any provision of this Agreement shall not constitute a waiver of any term hereof. This Agreement supersedes and replaces any existing agreement entered into by the parties relating generally to the same subject matter, and may be modified only in writing signed by the parties.
- (ii) This Agreement contains the entire agreement between the parties with respect to the subject matter hereof, and shall be governed by the laws of India.

| A(| CCEP | TED | AND | AGR | REED: |
|----|------|-----|------------|-----|-------|
|----|------|-----|------------|-----|-------|

| | Party, | IFC: | [Lii | mite | у | _ | | Disclosing |
|---|------------------|------|----------|----------|----|----|-----|------------|
| | Signed Party, | for | and b | on Dy | lf | of | the | Receiving |
| 1 | Witness | | | | | _ | | |
| | 1 | | | | | | | |
| | 2 | | | | | | | |
| 1 | Witness | ses: | | | | | | |
| | 1 | | | | | | | |
| | 2 | | | | | | | |



Earnest Money Deposit (EMD) (On Bidder's Letter Head)

| | | Date: | _ | | | | | |
|--|--------------------------|-------------------------|---|--|--|--|--|--|
| То, | | | | | | | | |
| The General Manager (Monito IFCI Limited, IFCI Tower, 61, Nehru Place, New Delhi - 110019 | ring & Recovery - Credit | Operations Dept.) | | | | | | |
| Sub: Earnest Money Deposit (EMD) — Tender No: IFCI/HO/M&R/01/2023-24, dated 21/04/2023 | | | | | | | | |
| We hereby submit that we intend to participate in the e-bidding process for the Financial asset put on sale by IFCI under the Open auction Method vide the captioned tender. The details of the deposit of EMD are as below: | | | | | | | | |
| Particulars of EMD Amount (R | s crore) ar | e given below: | | | | | | |
| DD / RTGS Details | Date | Name of Bank and Branch | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| You are now requested to issue us User ID and Password to participate in the e-bidding process. The information required for issuance is as below: | | | | | | | | |
| Name of the Bidder: | | | | | | | | |
| Email ID of the Bidder: | | | | | | | | |
| Contact Number: | | | | | | | | |
| (Signature) (Name) (Designation) | | | | | | | | |