

Sale/Transfer of Unquoted Investment under Open Auction Method

IFCI Limited

Tender No : IFCI/HO/M&R/03/2021-22, dated 16/12/2021

- IFCI Limited ("IFCI") invites bids from Banks/ARCs/NBFCs/FIs, as eligible under the regulatory framework (interested parties/bidders) to acquire the Unquoted Investment as mentioned below. The Bids are called from the interested bidders **under "Open Auction Method"**. The details of investment and terms of sale are as under:-

Investment	Cost	No. of SRs	Original/Current Face Value per SR	NAV per SR	Value in books of IFCI as on 30/09/2021	Terms of Sale
Edelweiss ARC SC 241 (Trust) Security receipts (SR) in case of Tilaknagar Industries Ltd.)	Rs.209.39 crore	20,93,890	Rs.1000/ Rs.605.03	Rs.726.03	Rs. 152.02 crore	100% cash

- The sale of Unquoted Investment will be on "AS-IS-WHERE-IS AND WHATEVER-THERE-IS BASIS" and without any recourse to IFCI. IFCI will be selling its holding in the Trust title "EARC SC 241", constituting 85% of the total outstanding SRs in the Trust on the date of acquisition with the Winning bidder upon payment of entire consideration.
- 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

- Interested bidders are requested to intimate their interest to participate, by way of an "Expression of Interest" (EoI), enclosed as **Annexure A**. The EoI must adhere to the enclosed format.
- Interested bidders shall be required to sign a Non-Disclosure Agreement (NDA) (enclosed as **Annexure B**) with IFCI and submit the same along with EoI. The EoI shall be submitted through e-mail (to the e-mail IDs provided at Sr.27 of this document) / post / courier / direct delivery to the following address and should be received by IFCI within the timelines as indicated at Sr.No.26 of this document:

The General Manager (Monitoring & Recovery - Credit Operations Dept.)
IFCI Ltd., IFCI Tower, 61 Nehru Place, New Delhi – 110019
Sub: Sale of IFCI's investment in EARC SC 241

The documents submitted vide e-mail [if on E-mail, the pdf file should be password protected and opened in the presence of all members; password to be given at the request of all members], shall also be sent vide post/courier/direct delivery in a sealed envelope so that the same is received by IFCI before the date of submission of EMD as the timelines as indicated at Sr.No.26 of this document.

- 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/03/2021-22, dated 16/12/2021"
- IFCI will not be liable for any delay in delivery /damage to the envelope containing EoI during transit.

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- 8.** After submitting the EOI and the NDA (before the due date, as per the timelines as indicated at Sr.No.26 of this document), each 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. It is clarified that IFCI shall not have any liability whatsoever to the Bidders including relating to or resulting from the use of the information shared in the data room or any clarifications thereof.

Submission of Earnest Money Deposit (EMD) of Rs.10.00 crore

- 9.** Prospective bidders desirous of further participating in the e-bidding process are to deposit an EMD of Rs.10.00 crore (Rupees Ten Crore Only), either through direct transfer or a Demand Draft (DD) and intimate their interest to participate in e-bidding as per **Annexure C. 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 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.
- 10.** IFCI will issue User ID and Password to interested bidders after receipt of EMD of Rs.10.00 crore, to enable participation in the e-bidding, which will take place as per the timelines indicated at Sr.No.26 of this document.
- 11.** The subsequent bid, if any, to the initial/first-bid shall start with a mark-up of at least 5% above the initial/first-bid amount and subsequent bid, if any, shall be at a mark-up of at least 5% above the previous bid.
- 12.** The Winning/highest 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.
- 13.** 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.
- 14.** Subject to payment of full consideration within the timelines as indicated at Sr.No.26 of this document, the Winning bidder will execute the Agreement for purchase of Security Receipts /any other Legal Document required. The sale will be subject to final approval by the Competent Authority. 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.
- 15.** Submission of bid by a bidder implies that the bidder has obtained all the clarifications required. IFCI reserves the right to alter, modify, terms and conditions of the said transaction without assigning any reason at any stage of transaction.
- 16.** The bidder(s) should thoroughly satisfy themselves about the nature, conditions and quality of the assets. No claim/ complaint of whatever nature will be entertained by IFCI at any stage.
- 17.** The bidder should confirm that they have complied with / agree to comply 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 and/or other agencies,

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read along with relevant rules and other relevant statutory provisions as applicable to the sale / transfer of Unquoted Investments.

18. In case of failure to deposit the payments as indicated at Sr.No.26 of this document by the Winning bidder(s), the amounts, including EMD, are liable to be forfeited.
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. owing to anybody that may be arising out of the present transaction shall be payable by the Winning/Highest 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.ifcilttd.com).
22. 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.
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:

S.N.	Activity	Date	Day	Time
1	Uploading of Tender Document on the website: www.ifcilttd.com	16/12/2021	Thursday	11:00 AM
2	Start Date for Due Diligence/access to online data rooms subject to submission of EOI & signing of NDA	16/12/2021	Thursday	11:00 AM
3	Last Date for Submission of EOI and Signing of NDA	23/12/2021	Thursday	05:00 PM
4	Closure of Due Diligence	06/01/2022	Thursday	01:00 PM
5	Last Date for submission of Earnest Money Deposit of Rs.10.00 crore	06/01/2022	Thursday	04:00 PM
6	Allotment of login credentials for e-Bidding	06/01/2022	Thursday	05:30 PM
7	Date of e-bidding (The e-bidding timings will be from 11:00 AM- 1 PM, with unlimited extension of 5 minutes each for every subsequent bid, starting with minimum mark up of 5% from the last-bid)	07/01/2022	Friday	11:00 AM

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S.N.	Activity	Date	Day	Time
8	Declaration of Winning Bidder	10/01/2022	Monday	05:00 PM
9	Last Date & Time for deposit of 10% of Bid Amount by the Winning Bidder (after adjusting EMD amount/amount already deposited as the case may be)	12/01/2022	Wednesday	04:00 PM
10	Last date and time for making payment of balance Bid amount in full by Winning bidder	17/01/2022	Friday	04:00 PM

27. For any clarification in the above matter, please feel free to contact:

- B B Sahu, GM; e-mail: bb.sahu@ifcilttd.com
- Ashutosh Singla, DGM; e-mail: ashutosh.singla@ifcilttd.com
- Trishya Shukla, AGM; e-mail: trishya.shukla@ifcilttd.com

Place: New Delhi
Date: 16/12/2021

Sd/-
(General Manager)
IFCI Limited

Annexure A

Expression of Interest (On Bidder's Letter Head)

To,

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/HO/M&R/03/2021-22, dated 16/12/2021

We hereby submit our expression of interest to evaluate the assets put on sale by IFCI under the Open Auction Method vide the captioned tender. Our details are as below:

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 further undertake that:

- We are eligible and have the financial capacity to conclude the purchase of Unquoted Investment(s), in accordance with the applicable laws and regulations of India.
- We have no conflict of interest with and are not related, directly or indirectly, to IFCI.
- We comply with applicable laws and regulations relating to the combat against money laundering (AML) and combating the financing of terrorism (CFT), including client due diligence obligations and obligations relating to the co-operation with public authorities, and has implemented written procedures and internal control mechanisms in order to ensure compliance with such domestic and international laws and regulations such as Financial Action Task Force (FATF) recommendations etc.

Date:

Applicant's Signature:

Full Name:

Designation:

Email id:

Contact Number:

Name of the Company and CIN:

Address:

Details of enclosures to be provided along with EOI:

- a. Duly signed Tender Document Tender No : IFCI/HO/M&R/03/2021-22, dated 16/12/2021

- b. Board Resolution / 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)
- d. Non-Disclosure Agreement signed by the applicant (enclosed as Annexure B) (on stamp paper of Rs.200)
- e. Documentary evidence of net-worth of last 3 financial years
- f. Documentary proof of liquidity

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

NON DISCLOSURE AGREEMENT

This Agreement made on the day of _____ at New Delhi by and between:..... (hereinafter would be termed as "____") or the **Receiving Party** with CIN No. _____ & PAN _____, having its registered office at _____, , India and a corporate office _____, India.

And

IFCI Limited (hereinafter would be termed as "IFCI") or the **Disclosing Party**, a company registered under the Companies Act, 1956 (1 of 1956) with CIN No. L74899DL1993GOI053677 and having its Registered Office at IFCI Tower, 61, Nehru Place, New Delhi – 110019

The terms "IFCI" and "_____" shall include each party's subsidiaries, partners, associates, parents and their respective directors, officers, and employees ("affiliates"), and the rights and obligations of the parties hereto therefore also shall ensure to such affiliates and may be enforced directly by or against such affiliates.

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 **unquoted investment in EARC SC 241 being sold under the Open Method**, 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 Unquoted Investment/NPA pertaining to Best Foods Ltd.
- (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.
- (iii) Any dispute, controversy or claim arising out of or relating to this agreement shall be referred to and finally resolved by arbitration in accordance with the Indian Arbitration and Conciliation Act 1996 for the time being in force amended as follows: the place of arbitration shall be New Delhi; there shall be three arbitrators; the language of the arbitration shall be English. The parties undertake to be bound by and implement the arbitration award. This letter and the Terms shall be governed by and construed in accordance with the laws of India.

ACCEPTED AND AGREED:

Signed for and on behalf of the Disclosing
Party, IFCI Limited, by _____,
_____.

Signed for and on behalf of the Receiving
Party, by _____,
_____.

Witnesses:

1. _____

2. _____

Witnesses:

1. _____

2. _____

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

Date: _____

To,

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

**Sub: Earnest Money Deposit (EMD) – Tender No: IFCI/HO/M&R/____/2021-22, dated
16/12/2021**

We hereby submit that we intend to participate in the e-bidding process for the assets 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 (Rs.10.00 crore) are 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)