

INDIAN BANK

Corporate Office, Recovery Department
 254-260, Avvai Shanmugam Salai, Royapettah, Chennai - 600014

Proposal for Sale of NPAs to ARCs / NBFCs / FIs / Other Banks

Indian Bank invites bids from eligible Asset Reconstruction Companies (ARCs) / Non-Banking Financial Companies (NBFCs) / Financial Institutions (FIs) / Banks for acquisition of following NPAs along with underlying Securities wherever available on **100% Cash Basis**. The sale is on "**As is where is and As is what is**" basis.

(Rs. in Cr)

SN	Branch / Data Room	Name of the Account (NFB outstanding)	Fraud Status	Claim admitted by RP #	Book Balance 23.11.22	Total Dues 23.11.22	Reserve Price on Full Cash Basis
1	SAM Mumbai	KSK Mahanadi Power Co Ltd	--	454.30	349.42	688.78	145.685

Claim admitted by RP during CIRP under IBC 2016. Please verify from IBBI website

Terms and Conditions:

The sale shall be made on the following broad technical terms and conditions:

- The proposed sale is on full cash basis only.
- Bids can be submitted on individual accounts basis.
- Besides the amount outstanding under any disbursed loans, bank shall notify the purchaser details on any un-devolved LCs/BGs yet to be invoked / instalments of DPGs, which are not yet due, in respect of NPA accounts being offered for sale by the Bank. The Bank shall retain pari-passu charge on the securities relating to uncrystallised non-funded facilities.
- In all accounts proposed for sale, the Reserve Price is fixed reckoning the Total Dues of fund based liabilities only. In case of crystallization of non-funded facilities after the sale, either in whole or in part, then that portion (converted into funded) after adjusting the margin money, if any will also be sold by the Bank to the same ARC / Buyer on the same terms and conditions, as that of the sale for funded facilities, for which the ARC / Buyer will give acceptance through offer letter / Supplementary Agreement / Assignment Agreement. However, un-devolved LC & un-invoked BG limits backed by 100% margin by way of FDRs will not be offered for sale to ARCs.
- Guidelines provided by RBI vide Circular RBI / DOR / 2021-22 / 86 DOR.STR.REC.51 / 21. 04.048/2021-22 dated 24/09/2021 in respect of assignment of NPA accounts classified as Fraud is applicable and to be complied by the ARCs acquiring such fraud accounts. Consequently, the responsibilities of the transferor with respect to continuous reporting, monitoring, filing of complaints with law enforcement agencies and proceedings related to such complaints shall also be transferred to ARCs.
- ECGC/DICGC/CGTMSE claim received / to be received shall be retained by the bank, subject to sharing of sale proceeds proportionately in terms of extant guidelines ie., the claim amount will be given the same treatment as in case of recovery. Pro-rata shares



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shall be refunded to the corporation on account of recoveries and bank reserves the exclusive right to deal with the above claims.

7. The interested ARCs / NBFCs / Other Banks / FIs, etc. can conduct due diligence of these assets **from 28.12.2022 to 16.01.2023** after submitting Expression of Interest (EOI) and executing a Non-Disclosure Agreement (NDA) with the Bank, **if not already executed**, to the General Manager (Recovery), Indian Bank, Corporate Office, Chennai.

8. ARCs / Banks / NBFCs / FIs who are eligible to participate as per RBI norms, who have executed Non-Disclosure Agreement (NDA) and Expression of Interest (EOI) will be provided with a Preliminary Information Memorandum (PIM) containing the vital details of assets proposed to be sold, which is made available in soft copy and available on the records of the Bank at specified Data Centers.

9. In accordance with extant RBI guidelines, Reserve Price for each individual account is indicated, **below which no bid would be accepted**. The bid quoted should be equivalent or above the Reserve Price indicated.

10. ARCs / Banks / NBFCs / FIs quoting the highest bid in e-auction process will be the successful bidder.

11. The Reserve Price fixed are only indicative and factor of efflux of time to be borne in mind by the probable bidders, while quoting the price.

12. In the event of there being only a single bid for any individual account / Lot, the bank may either accept or reject the bid even though, it may be above Reserve Price or hold bilateral negotiations with the bidder at the discretion of the competent authority of the Bank. This discretion exercised by the Competent Authority of the Bank would be final.

13. Bids which do not satisfy the following terms and conditions are likely to be rejected:
❖ Conditional and contingent offers shall be liable to be disqualified by the Bank.
❖ Any other reason where bank has reasonable grounds to believe that it is impairment to its recovery or cause prejudice to the recovery steps.

14. Evaluation of the bids shall be at the sole discretion of the Bank and the Bank reserves its right to accept bids or reject the bids at its sole discretion. This discretion exercised by the Competent Authority of the bank would be final.

15. The sale is on “As is where is and As is what is” basis and as per RBI Guidelines, the sale is “without any recourse to the Bank”.

16. The bidder should submit a resolution of Board of Directors / Power of Attorney duly supported by Board Resolutions authorizing the signatories of the bid to submit the bids. The Bid shall be irrevocable and binding in all respects and shall be valid from the time the bid offer is received by the Bank until the acceptance / rejection of bid by the Bank. The bidder who wish to be present at the time of e-auction shall participate with appropriate resolution authorizing such personnel or representatives to carry forward the entire process until conclusion accordingly.



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17. All realization / recoveries made up to the **cut-off date (16.01.2023)** shall be retained by the bank.

18. The bidder shall be solely and absolutely responsible for completion of all statutory, regulatory and other compliances and all costs and expenses towards stamp duty and registration charges / taxes, if any towards transfer / assignment of assets shall be borne by the bidder.

19. The Bidder shall be required to give an indemnity (**Annex-3**) to keep the Bank indemnified against any loss, damages, liabilities, suits, claims, counterclaims, actions, penalties, expenses (including advocates' fee and court costs and expenses incurred by our Bank, if any, for enforcement of this indemnity) which our Bank may suffer as a result of any deficiency in respect of adjudication of stamp duty, payment of the same on assignment agreements or transfer instruments to be executed in favour of the bidder by Indian Bank for assignment of the financial assets in respect of such NPA accounts / lot accounts.

20. Any claims from statutory authorities pertaining to any account shall be the responsibility of the Bidder.

21. In case of any clarification, please contact the Assistant General Manager, Recovery (ARC Cell), Indian Bank, Corporate Office, Chennai over landline 044-28134580, 044-28134576.

22. The time schedule for completion of the sale process is given below, which may be taken note of and adhered to since no further extension will be made in the schedule:

Sl	Particulars	Date
1	Paper Notification	28.12.2022
2	Submission of Non-Disclosure Agreement (NDA) (if not already executed or if expired) (Access to data centres, for due diligence purpose, will be subject to submission of NDA)	28.12.2022
3	Submission of Expression of Interest (EOI) – EOI along with indemnity with details of authorised officials may also be emailed to us at 'arc@indianbank.co.in' and 'horecovery@indianbank.co.in'	07.01.2023
4	Due diligence period (access to Data centres) (Between 10.00 am to 6.00 pm on working days)	28.12.2022 to 16.01.2023
5	Informing names of the Authorised Official(s) along with their contact details (mobile number, email ids, etc.) to enable us to issue passwords and explaining them the procedure to bid through e-auction portal of the bank	18.01.2023
6	Allotment of User ID password and sharing of link/URL for e-Bidding	18.01.2023
7	Process of e-bidding – The e-bidding timings will be from 11.30 am to 02.00 pm with extension of unlimited 05 minutes each and incremental amount is Rs.10 Lakhs.	20.01.2023
8	Finalising negotiations or e-auction, if any	21.01.2023



23. Details of Officials at Data Room / Due Diligence Centre are as under:

S No	Branch Address / Data Centre	Name of the Head / Contact
01	Indian Bank, SAM Large Branch, Mumbai, 73, 7 th Floor, Mittal Chambers, Nariman Point, Mumbai, Maharashtra - 400021	Shri. Santanu Bal, DGM Ph. 09830401506

24. ARCs / Banks / NBFCs / FIs who are interested can seek details / clarifications on the information made available and Bank would make available, the details sought on best effort basis. For the individual accounts showcased, the Preliminary Information Memorandum (PIM) and records / files will be made available in all the data rooms as indicated against respective NPA accounts proposed for sale from the date of access to data rooms i.e., **28.12.2022** for perusal / due diligence. The Bank's representatives will be present during the due diligence exercise and will respond to the queries, if any, for due diligence team. Bidders are also expected to verify at the time of due diligence, the updated position of principal and total dues as also updated valuation reports besides others for any changes that might occur in the interregnum.

25. Bank will be providing the data and clarification at the best available and best effort basis and in a transparent manner. While the Bank will provide the available information to the intended purchases which are on record, accepts no responsibility either on the part of the Bank or its Officers, if found later that the information on record with the bank is not updated and the lack of it or inadequacy of it leading to realizing a lower value or facing litigations in the course of realization of the assets sold. No representation, undertaking or warranty is given or deemed to be given by the Bank or its officials about any information given in this proposal for sale including about the correctness, adequacy, validity, enforceability of documents, etc.

26. Due diligence / independent verification shall be undertaken by the ARCs / Banks / NBFCs / FIs (the bidders) at their own cost. By virtue of submission of the offer, it shall be deemed that the ARCs / Banks / NBFCs / FIs (the bidders) have conducted their own independent due diligence in all aspects covering the unknown liabilities, legal proceedings, encumbrances and any other dues etc. to their complete satisfaction.

27. For the purpose of due diligence, the ARCs / Banks / NBFCs / FIs shall indicate the name/s of their authorized officials, representatives, who will be conducting the due diligence and also the date/s of their visit at the specified centre, so that necessary arrangements could be made and there would be no clash of dates with other ARCs / Banks / NBFCs / FIs who are doing the due diligence process. Bidders are expected to submit their offer / bid after independent professional study, assessment and analysis of the accounts as well as the lot on all aspects and Bank does not undertake any responsibility for the same.

28. While participating in the e-auction, the bidders shall submit their experience in acquisition of high value accounts / assets on individual / lot basis. Copy of the track record / latest audited balance sheet shall also be enclosed to indicate that they have adequate financial strength to buy the assets offered for sale by the Bank and intended to be purchased by them.

29. The bidders shall submit a declaration (**Annex-1**) and other documentary evidence (RBI approval, registration, etc.) in support of their eligibility, financial capacity to undertake the transaction in case their bid is accepted and that they shall be an eligible entity, to



purchase that particular non-performing loan(s) as per the applicable guidelines issued by RBI including the RBI guidelines vide circular No.RBI/2016-17/56/DBR No.BP.BC.9/21.04.048/2016-17 dated 01.09.2016 & RBI / DOR / 2021-22 / 86 DOR.STR.REC.51 / 21. 04.048/2021-22 dated 24/09/2021. Any bid submitted in contravention of RBI guidelines will be summarily rejected and stands disqualified.

30. The bidder shall submit 'Bid Confirmation Letter' (**Annex-2**) confirming the submission of bids in the e-auction process.

31. Mere participation in the e-auction does not confer on any ARCs / Banks / NBFCs / FIs, any right or entitlement to participate in the sale process described herein and does not obligate the Bank to accept any offer, application or request for information from any person / ARCs / Banks / NBFCs / FIs.

32. No interested party or any representative of the ARCs / Banks / NBFCs / FIs shall have any contact with the borrower, guarantor or mortgagor as the case may be, of any of the subject accounts proposed for sale, in connection with seeking any clarification or inspection or otherwise. If there is any such attempt made, the bid received from the said ARCs / Banks / NBFCs / FIs will entail rejection.

33. The proposed acquisition should not be funded and backed by promoters / company / Guarantors and / or any of their related parties and bidders shall be deemed to represent and warrant that the ultimate transferee of the stressed loan exposure is not the borrower / guarantor or its affiliates. Further, before assignment, a stamped undertaking to be furnished by the bidder / acquirer that they are eligible as per Section 29 "A" of IBC.

34. Indian Bank reserves the right not to go ahead with the proposed sale at any stage, without assigning any reason, subject to extant RBI guidelines. The decision of the Bank in this regard shall be final and binding.

35. Outer time limit of 10 days from the date of acceptance of the offer given by the bank, within which period, the entire process of receipt of assignment consideration and execution of Deed of Assignment should be concluded.

36. The Bank reserves its right to modify, alter the terms and conditions of sale and also reserves its right to reject any or all the bids, withdraw any or whole of the assets from sale, reallocate / regroup any of the asset / account, defer or cancel the sale, in totality at any stage, without assigning any reason whatsoever, if in the view of the Bank, the process is not viable or it would prejudicially affect the interest of the Bank owing to any reason. All decisions of the Bank in regard to the sale process shall be final and conclusive. No claim for compensation on account of rejection of bids and / or rescinding / cancellation of sale process shall be entertained.

37. All records including the available documents / files relevant to the accounts notified for sale will be made available to the successful bidder / Assignee only after execution of the Assignment Agreement and on receipt of entire sale consideration. It shall be the sole responsibility of the successful bidder / Assignee to collect all such documents at their own cost within a period of 30 days from the date of execution of Assignment Agreement.



38. In the event of there being any dispute and / or difference on the point of any meaning or definition or any other aspect in any document or in relation to interpretation of any clause in any document submitted for scrutiny or the PIM etc., the decision of General Manager (Recovery) shall be final and binding on all parties concerned.

39. RBI guidelines applicable to the purchaser shall be strictly complied with.

40. Since the entire process has to be completed at the earliest, the cooperation of the ARCs / NBFCs / Other Banks / FIs etc. is solicited.

Place : Chennai
Date : 27.12.2022


General Manager (Recovery)



DECLARATION
(On Letter Head of Bidder Company)

Date:

The General Manager (Recovery)
Indian Bank, Corporate Office,
Recovery Department
254-260, Avvai Shanmugam Salai
Royapettah, Chennai-600 014.

Dear Sir,

Sub: Our Bid offer in respect of purchase of NPA Accounts of your bank on individual basis.

We declare and confirm that the offer for purchase of NPA Account(s) proposed for sale to ARCs vide Proposal dated _____, with underlying securities wherever available, is in accordance with applicable guidelines issued by RBI including the RBI guidelines vide circular No.RBI / 2016-17 / 56 / DBR No.BP.BC.9 / 21.04.048 / 2016-17 dated 01.09.2016 & RBI / DOR / 2021-22 / 86 DOR.STR.REC.51 / 21. 04.048/2021-22 dated 24/09/2021 and applicable Indian laws.

We acknowledge that the sale is on **"As is where is and As is what is"** basis and **without any recourse to the bank**".

We had gone through the terms and conditions governing the sale of NPA Accounts on individual / Lot(s) and Pool basis stipulated by the Bank and the bid submitted is in accordance with the terms and conditions stipulated in the Bid Document.

We also confirm that the statements made and information provided vide declarations and its supporting documents are complete, true and correct in every aspect.

Signature
Name of the Signatory /Capacity

Encl:

Supporting Documents (1. Copy of the NDA, 2. Copy of Certificate of Incorporation, 3. Copy of RBI approval / Registration, 4. Experience Certificate, 5. Copy of Latest Audited Balance Sheet, 6. Board Resolution, 7. Authorisation to the representative)



**BID CONFIRMATION LETTER
(On Letter Head of Bidder Company)**

Date:

The General Manager (Recovery)
Indian Bank, Corporate Office, Recovery Department
254-260, Avvai Shanmugam Salai
Royapettah, Chennai-600 014.

Sir,

We, _____ (Name of the Bidder) (the "Bidder") hereby confirm that, having read and understood all the terms and conditions and the bidding procedures provided to us.

1. We confirm having submitted the bid for the following accounts in the e-auction process held on _____ the Individual A/cs

Name of the Accounts	Bid Amount
(i)	
(ii)	
(iii)	

2. The Bidder hereby confirms, undertakes and represents that:

- The Bid is irrevocable and binding in all respects and shall be valid from the time the Bid is received by the Indian Bank and until the formalities of assignment are completed.
- The Bidder is an organization duly established and validly existing and in good standing under the laws of India and any other jurisdiction in which it has a business establishment/operations having its registered office at _____ and a branch/corporate office/main office at _____
- The Bidder has the financial capacity to purchase the subject Loan account(s), should the Bid be accepted by Indian Bank.
- The Deed of Assignment (DoA) approved by the Bank shall be entered into on or before ____ (date), on acceptance of the Bid by Indian Bank.

3. In case we are the successful bidder, then full consideration as per Bid shall be payable on execution of Deed of Assignment (DoA).

4. Document authorizing the undersigned to submit bid on behalf of the Company is enclosed.

5. We concede that the bank will have right to accept or reject the bid without assigning any reason whatsoever as laid down in the bid documents.

Yours faithfully,

Signature

Name of the Signatory /Capacity



Annex-3

LETTER OF INDEMNITY

(On Non-Judicial Stamp Paper of requisite value)

THIS LETTER OF INDEMNITY IS MADE AT _____, ON ____ DAY OF _____, 2022:

BY

..... (Name of the Bidder),

*A company within the meaning of the Companies Act, 2013 having corporate identity number (CIN-) and registered as an Asset Reconstruction Company with Reserve Bank of India under section 3 of the Securitisation and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002 (SARFAESI Act, 2002) for the purposes of carrying on the business of asset reconstruction or securitisation having its registered office at

Or

*A company within the meaning of the Companies Act, 2013 having corporate identity number (CIN-) and registered as an NBFC by Reserve Bank of India having its registered office at

Or

*A company within the meaning of the Companies Act, 2013 having corporate identity number (CIN-) and a Financial Institution as defined under RBI Act, 1934 having its registered office at

Or

*A banking company within the meaning of the Companies Act, 2013 having corporate identity number (CIN-) having its registered office at

Or

*A body corporate constituted under the Banking Companies (Acquisition and Transfer of Undertakings) Act, 1970/1980 having its registered office/ head office/ corporate office at

(hereinafter referred to as the "**Bidder**" which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns) of the **FIRST PART**;

IN FAVOUR OF

INDIAN BANK, a body corporate constituted under the Banking Companies (Acquisition and Transfer of Undertakings) Act, 1970 and having its Corporate Office at 254-260, Avvai Shanmugam Salai, Royapettah, Chennai – 600014 in the state of Tamil Nadu, India (hereinafter referred to as the "**Bank**", which expression shall, unless it be repugnant to the subject or context thereof, be deemed to include its successors, transferees and assigns) of the **SECOND PART**;



WHEREAS the Bank has issued one Request for Proposal/ Proposal for Sale dated inviting bids/EOIs for assignment of certain NPA loans and advances to the Asset Reconstruction Companies (ARCs) / Non- Banking Financial Companies (NBFCs) / Financial Institutions (FIs) / Banks;

AND WHEREAS, the first part is desirous and willing to place its bid for acquisition of those/ certain NPA loans and advances under the terms and condition mentioned in the Request for Proposal/ Proposal for Sale dated.....

NOW THESE PRESENTS WITNESSETH AS FOLLOWS: -

The Bidder shall irrevocably indemnify the Bank against all actions, suits, claims, proceedings, losses, damages, liabilities, counterclaims, penalties, costs and expenses (including advocates' fee and court costs and expenses incurred by the Bank, if any, for enforcement of this indemnity) whatsoever which may be incurred or suffered by the Bank:

- (a) that may arise pursuant to the Assignment Agreement or Transfer Agreement to be executed between the Bank and the successful Bidder; or
- (b) by reason of any false or misleading information given by the Bidder to the Bank hereunder; or
- (c) any breach / default / contravention / non-observance / non-performance by the Bidder of any terms, conditions, agreements and provisions hereunder or under said agreements; or
- (d) any deficiency in respect of adjudication of stamp duty, payment of the same on assignment agreements or transfer instruments to be executed in favour of the successful Bidder by the Bank for assignment of the financial assets in respect of such NPA accounts / Lot accounts.

IN WITNESS WHEREOF, the Bidder has executed this indemnity on the day, month and year first hereinabove written in presence of undermentioned witnesses.

SIGNED **AND** **DELIVERED** **BY**
 through
its authorised
 signatory for and on behalf of the
 (Bidder).

Witnesses:

1. Name.....
 Address.....

2. Name.....
 Address.....

** Strike out/ delete whichever is not applicable.*

