SMALL INDUSTRIES DEVELOPMENT BANK OF INDIA
ARV - Ahmedabad, Navjeevan Amrit Jayanti Bhavan, 1st Floor, Behind Gujarat Vidhyapith
Ashram Road, Ahmedabad – 380014, Gujarat
Phone: 079-27549944, 079-27549924
Email id - praveen@sidbi.in, legal_roah@sidbi.in
Website www.sidbi.in

Small Industries Development Bank of India (SIDBI)

SIDBI/ARV/AHBD/01/2023-24, dated 01/03/2024

1. Small Industries Development Bank of India (SIDBI) invites counter bids from Banks/ARCs/NBFCs/FIs, as eligible under the regulatory framework (interested parties/bidders) to acquire the Financial Asset as mentioned below. The Counter Bids are called from the interested bidders **under "Swiss Challenge Method", against the base offer in hand of Rs. 6,50,00,000.00 /- (Rupees Six Crore and Fifty Lakh only ("base-bid"). The bidder of base-bid will have the right to match the highest counter bid or to bid higher than the highest counter bid ("challenger bid"). The details of debt exposure and terms of sale are as under: -**

Name of the borrower	Nature of Financial Asset	Outstanding Amount (as on 10/02/2024) (under all loans)	Offer in Hand	Terms of Sale
Neesa Agritech and Foods Ltd. (**NAFL**)	Term loan/WCTL	Rs. 40.13 Crores Rupees Forty Crores and Thirteen Lakhs only	Rs. 6.5 Crores (Rupee Six Crore Fifty Lakh only)	100% cash basis

*Account of NAFL has not been declared as Fraud and is under CIRP.

NAFL is hereinafter, referred as the "**Financial Asset**".

2. The sale of Financial Asset (by way of assignment only on **100% cash basis**) will be on "**AS-IS-WHERE-IS** AND **WHATEVER-THERE-IS BASIS**" and without any recourse to SIDBI. SIDBI will be assigning the outstanding debt to the Winning bidder as on the date of execution of the requisite agreements with the Winning bidder upon payment of entire consideration.

3. SIDBI reserves the unqualified right to accept/reject the bid of the highest bidder for the exposure as deemed fit.

Submission of Expression of Interest

4. 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.

5. Interested bidders shall be required to sign a Non-Disclosure Agreement (NDA) (enclosed as **Annexure B**) with SIDBI 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 SIDBI within the timelines as indicated at Sr.No.26 of this document:

The Asst General Manager (Legal) (ARV Unit)
SIDBI, Navjeevan Amrit Jayanti Bhawan, 1st Floor
Navjeevan PO, behind Gujarat Vidhyapeeth
Off Ashram Road
Ahmedabad – 380014

The documents if submitted vide e-mail, shall also be sent vide post/courier/direct delivery so that the same is received by SIDBI before the date of submission of EMD as per the timelines as indicated at Sr.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 participation in Swiss Challenge Process: SIDBI/ARV/AHBD/01/2023-24, dated 01/03/2024."

7. SIDBI will not be liable for any delay in delivery /damage to the envelope containing EoI/NDA during transit.

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), arrangements shall be made to enable the intending Purchaser /ARC to carry out due diligence/inspection of records as available with SIDBI. The visit will be allowed at SIDBI office at Ahmedabad for inspection for a specified period only to intending Purchaser /ARC who have expressed their interest in writing. SIDBI shall have no responsibility to arrange any site visit for the purpose of due diligence and the same shall be carried out by ARCs on their own at its cost and expenses, if they so desire.

Submission of Earnest Money Deposit (EMD) of Rs. 65 Lakhs

9. Prospective bidders desirous of further participating in the e-bidding process are to deposit an EMD of Rs 65 Lakhs (10 % of the base bid amount), 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 the Challenger bidder shall be retained and adjusted towards part sale consideration in case the Challenger bidder emerges to be the Winning bidder. In case the Base bidder matches the Challenger bid, the EMD of the Challenger bidder shall be refunded within 7 working days of declaration of Winning bidder by SIDBI. The EMD of unsuccessful Counter bidders shall be refunded within 7 working days of declaration of Winning bidder by SIDBI. No interest shall be payable on the Earnest Money Deposit.

10. SIDBI will issue User ID and Password to interested bidders after receipt of EMD of Rs. 65 Lakhs, to enable participation in the e-bidding, which will take place as per the timelines indicated at Sr.No.26 of this document. The counter bid, if any, to the base-bid shall start with a mark-up of at least Rs 35 lakhs above the base-bid amount and subsequent counter

bid, if any, shall be at a mark-up of at least Rs. 35 Lakhs above the previous counter bid. SIDBI shall declare the highest counter bid as the Challenger bid.

11. Upon declaration of the Challenger bidder, SIDBI shall approach the Base bidder (who submitted the base-bid) to exercise his Right of first refusal (ROFR) and to match the Challenger bid. The Base bidder shall communicate its decision within the timelines as stipulated under Sr.No.26 of this document. In case the base-bidder matches the challenger bid or bids higher than the challenger bid, SIDBI shall declare the Base bidder as the Winning bidder; else, the challenger bidder shall be declared as the Winning bidder by SIDBI.

12. The Winning bidder shall deposit 25 % of the bid amount (after adjusting the EMD already deposited) with SIDBI as per the timelines mentioned at Sr.No.26 of this document. In case of failure of the Winning Bidder to deposit the 25 % of the Bid amount as per the stipulated timelines, the amount deposited already, if any including the EMD shall be liable to be forfeited. SIDBI will be at liberty to declare the next highest bidder as Winning Bidder.

13. In case of failure of the Winning bidder to deposit the balance 75 % of the bid amount within the stipulated period, SIDBI, at its sole discretion, may opt for either forfeiting the amount deposited by the Winning bidder with SIDBI or extending the time for payment on levy of interest at SIDBI Marginal Cost of the Fund-Based Lending Rate (**MCLR**) +3% p.a. till payment of the said amount.

14. The sale will be subject to final approval by the Competent Authority. SIDBI 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. Subject to payment of full consideration within the timelines as indicated at Sr.No.26 of this document, the Winning bidder will execute the Deed of Assignment (DOA)/any other Legal Document required.

16. The submission of a bidder implies that the bidder has obtained all the clarifications required. SIDBI reserves the right to alter, modify, terms and conditions of the said transaction without assigning any reason at any stage of transaction.

17. 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 SIDBI at any stage.

18. 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, 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. SIDBI shall have the right to issue addendum /corrigendum to this document/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 participate in the Swiss Challenge Method.

21. SIDBI may, at any time, without giving any reasons thereof, change/extend the deadlines/timelines outlined herein below and shall communicate such change/extension by way of notice only on SIDBI website (www.sidbi.in).

22. SIDBI reserves the right not to go ahead with the proposed transaction at any stage, without assigning any reasons. The decision of SIDBI in this regard shall be final and conclusive.

23. All conditional and contingent bids shall be summarily disqualified by SIDBI.

24. In case of any doubt regarding the terms and conditions and process of the sale, the decision of SIDBI 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 Ahmedabad.

26. The timelines for the transaction are as follows:

Sl.No.	Activity	Date	Day	Time
1	Uploading of Invitation Document on the website: www.sidbi.in	01/03/2024	Friday	12:00 PM
2	Start Date for Due Diligence subject to signing of NDA and submission of EoI	04/03/2024	Monday	11:00 AM
3	Last Date for Submission of EOI	07/03/2024	Thursday	05:00 PM
4	Closure of Due Diligence	12/03/2024	Tuesday	11:00 PM
5	Last Date for submission of Earnest Money Deposit of Rs. 65 Lakhs	13/03/2024	Wednesday	02:00 PM
6	Allotment of login credentials for e-Bidding	14/03/2024	Thursday	05:30 PM
7	Date of e-bidding (The e-bidding timings will be from 11:00 AM- 12 PM, with unlimited extension of 10 minutes each for every challenger bid/counter bid, starting with minimum mark up of Rs. 35 Lakhs from the base-bid)	15/03/2024	Friday	11:00 AM
8	Declaration of Challenger Bidder	15/03/2024	Friday	Post conclusion of e-bidding process
9	Decision of the Base bidder on exercising ROFR	15/03/2024	Friday	-do-
10	Declaration of Winning Bidder by SIDBI	18/03/2024	Monday	-do-
11	Last Date & Time for deposit of 25 % of Highest Bid Amount by the Winning Bidder (after adjusting EMD amount/amount already deposited as the case may be)	20/03/2024	Wednesday	04:00 PM
12	Last date and time for making payment of balance Bid amount in full by Winning bidder	26/03/2024	Tuesday	04:00 PM

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

a. Praveen Mittal AGM (Legal); e-mail: praveen @sidbi.in ; 87640-64868
b. Pranay Nagori, Legal Associate cum Counsel, E-mail :legal_roah@sidbi.in; 9712433812

Sd/-

Place: Ahmedabad
Date: 01/03/2024

(Asst General Manager – Legal/Authorized Officer)
SIDBI, Ahmedabad

Annexure A

Expression of Interest

(On Bidder's Letter Head)

To,

The Asst General Manager (Legal) (ARV Unit)
SIDBI, Navjeevan Amrit Jayanti Bhawan, 1st Floor
Navjeevan PO, behind Gujarat Vidhyapeeth
Off Ashram Road
Ahmedabad – 380014

Sub: Expression of Interest – SIDBI/ARV/AHBD/01/2023-24, dated 01/03/2024

We hereby submit our expression of interest to evaluate the assets put on sale by SIDBI under the Swiss Challenge Method vide the captioned Invitation Document. 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 financial asset(s), in accordance with the applicable laws and regulations of India. In case of a company, the object clause of Memorandum of Association of Purchaser/Assignee provides for the acquisition of financial assets.
- We have no conflict of interest with and are not related, directly or indirectly, to SIDBI.
- 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 Invitation Document : SIDBI/ARV/AHBD/01/2023-24, dated 01/03/2024
b. Board Resolution / Authorization letter in favor of person signing EOI along with authorization to submit the bid
c. Proof of Identity of the Authorized Signatory (Copy of Passport/Aadhar Card/PAN Card)
d. Non-Disclosure Agreement signed by the applicant and duly stamped (enclosed as Annexure B)
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.

Annexure B

NON-DISCLOSURE AGREEMENT

This Agreement made on the day of _____ at Ahmedabad 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

Small Industries Development Bank of India (hereinafter would be termed as "**SIDBI**") or the **Disclosing Party**, a financial institution set up under an act of Parliament under SIDBI Act, 1989

The terms "SIDBI" 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 **loan account being transferred under the Auction by Swiss Challenge 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 Swiss Challenge method being conducted by the Disclosing Party for transfer/sale of its Financial Asset/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 Ahmedabad; 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 Receiving Party, by _____, _____

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

Witnesses:

1. _____

2. _____

Annexure C

Earnest Money Deposit (EMD)

(On Bidder's Letter Head)

Date: _____

To,

The Asst General Manager (Legal) (ARV Unit)
SIDBI, Navjeevan Amrit Jayanti Bhawan, 1st Floor
Navjeevan PO, behind Gujarat Vidhyapeeth
Off Ashram Road
Ahmedabad – 380014

Sub: Earnest Money Deposit (EMD) – SIDBI/ARV/AHBD/01/2023-24, dated 01/03/2024

We hereby submit that we intend to participate in the e-bidding process for the assets put on sale by SIDBI under the Swiss Challenge Method vide the captioned Invitation Document. The details of the deposit of EMD are as below:

Particulars of EMD Amount (Rs.65 Lakhs) 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)