

बैंक ऑफ़ इंडिया
Bank of India

BOI



Publication for Sale
of
Non Performing Assets
of
Bank of India
(On 100% cash basis)

July, 2020 – (Tranche 2)

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I. DISCLAIMER AND IMPORTANT NOTICE

This document shall be referred to as the "PUBLICATION" for Sale of Non-Performing Assets of Bank of India.

Bank of India (hereinafter referred to as "**Bank**") is a body Corporate constituted under the Banking Companies (Acquisition and Transfer of Undertakings) Act, 1970 and having its Head office at Star House, C – 5, 'G' Block, Bandra Kurla Complex, Bandra (East), Mumbai – 400 051. The purpose of this document is to provide information to bidders in respect of the sale of Non-Performing Assets to ARCs/Banks/NBFC/FIs.

It is presumed and understood that by participating in this process, each of the participating bidders has carried out their own independent due-diligence, investigation and assessment, in respect of any or all matters, information, statements etc. covered/sought to be covered or contained in this PUBLICATION and any documents that may be provided by Bank of India during the course of the process pursuant to this PUBLICATION. Since the Bank shall be providing access to Bidders to evaluate, verify the Account details including the loan and security documents etc, for due diligence, no indemnity or other representation or warranty shall be provided by the Bank in the Assignment Deed.

Prospective Investors should note that they must have the capacity and be competent to enter into and conclude the transaction in compliance with all applicable laws.

The PUBLICATION and other information pertaining to the sale process would be shared only to those participants who execute Non-Disclosure Agreement (NDA) with the Bank. This document is for the exclusive use of participating bidders and is not meant for public circulation and is not intended for distribution to any person other than the persons to whom it is addressed, and is not transferable. Recipients are not permitted to replicate this PUBLICATION or to further distribute/share the PUBLICATION.

This PUBLICATION may not contain all the information and data each bidder may desire or require in reaching decisions concerning their bids. Each Bidder should conduct their own investigations and analysis and should check the accuracy, reliability and completeness of the information in this PUBLICATION. Bidders should form their own views as to whether information provided herein or separately is relevant to any decisions that they take and should make their own independent investigations and due diligence in relation to any additional information that they may require.

Notwithstanding anything contained in this PUBLICATION, neither the Bank, nor its employees or its advisors accept any responsibility or liability, whatsoever, in respect of any statements or omissions herein, or the accuracy, completeness or reliability of information, and shall incur no liability, under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this PUBLICATION, even if any loss or damage is caused by any act or omission on the part of Bank of India or its employees or its advisors, whether negligent or otherwise.

The information contained in this PUBLICATION or any other information which may be provided to bidders is subject to change without prior notice. Bank of India may, in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information contained herein including the envisaged sale process mentioned. Bank shall also be within its right to withdraw or cancel the tender process at any time without need for stating any reasons.

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II. INVITATION FOR PARTICIPATION IN BIDDING PROCESS

Bank of India invites Indicative bids from all eligible Asset Reconstruction Companies (ARC's)/ NBFC, Banks, FIs for sale/assignment of its Non-Performing Assets (NPAs) subject to applicable regulations issued by Reserve Bank of India. These NPAs are being offered for sale on "**100% Cash Basis**" only and on "**As is Where is, As is What is and Whatever there is basis**" and "**without recourse against the Bank**".

Eligible prospective investors who would like to participate in the competitive bidding process for sale of NPAs of the Bank are requested to intimate their willingness to participate by submitting in writing their **Expression of Interest** as per format enclosed at Annexure 1 along with **Non-Disclosure Agreement** as per format enclosed (Annexure 2 for Domestic Investors and Annexure 3 for International Investors) duly signed by the authorized person and send by email followed by delivery of physical forms/ to:

General Manager
Recovery Department
Bank of India, Head office
STAR HOUSE -1
C – 5, G – Block, 3rd floor,
Bandra Kurla Complex,
Bandra (E), Mumbai – 400 051.
Email to: headoffice.ar@bankofindia.co.in

No request from intending bidders for modifications in **Expression of Interest / Non-Disclosure Agreement will be entertained by the Bank.**

The information pertaining to all the Non-Performing Assets put up for sale are provided in Data Room located at:

Bank of India, Head office
STAR HOUSE – 2, 3rd floor,
C – 5, G – Block,
Bandra Kurla Complex,
Bandra (E), Mumbai – 400 051.

The Data Room would remain open from 10.00 a.m. to 5.00 p.m. on all working days. **Cut-off date for the purpose of this PUBLICATION will mean Date of Assignment Agreement for successful Bid accepted and approved by Competent Authority.**

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 relevant NPAs & has made their own due diligence in respect of the same and fully convinced and satisfied with the title and marketability of the property involved. Neither Bank nor its advisors are responsible or liable for any of the consequences arising therein or relating to it.

Bank of India – Tender Document for Sale of NPA Portfolio – (Tranche 2)

Kindly feel free to revert to us in case of any further clarification on the sale process:-

Mr. Sudhakar Pasumarthy

Assistant General Manager
Recovery Department
Bank of India, Head office
STAR HOUSE – 1, 3rd floor, C – 5, G – Block,
Bandra Kurla Complex,
Bandra (E), Mumbai – 400 051.
Tel: +91 22 66685617,
Mobile: +91 9550872030
Email: headoffice.ar@bankofindia.co.in &
Email: Sudhakar.Pasumarthy@bankofindia.co.in

Mr. Zenith Jain

Senior Manager
Recovery Department
Bank of India, Head office
STAR HOUSE – 1, 3rd floor, C – 5, G – Block,
Bandra Kurla Complex,
Bandra (E), Mumbai – 400 051.
Tel: +91 22 66684583
Mobile: 9819027343
Email: Zenith.Jain@bankofindia.co.in

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III. a. List of Accounts (Under Open E-Auction Method)**(Rs. in Crore)**

S.No	BORRWER NAME	O/s Bal.
1	DHARANI SUGARS AND CHEMICALS LTD	25.94
2	KAMACHI INDUSTRIES LTD	96.41
3	SIVA MILLS	13.12
4	JHAWAR INTERNATIONAL	33.36
5	POONAM DRUMS & CONTAINERS P LTD	37.21
6	SATURN RINGS AND FORGINGS PVT LTD	44.79
7	PRIYADARSHANI SAHAKARI SOOT GIRNU LIMITED	32.60
8	SHREE GAJANAN AGRO FARMS PVT LTD*	11.17
9	SHREE MAHALAXMI AGRO FARMS PVT LTD*	12.81
10	SAMBHAJI NIVRUTTI PATIL*	3.28
11	SANJAY VISHNU MORE*	2.26

*Four accounts (S.No 8 to11) will be sold in a group.

IV. Schedule of Sale Process

Sr. No.	Activity	Indicative Date
1	Sale Publication Up loading on Bank's website and Brief Newspaper advertisement.	29.07.2020
2	Receipt of Expression of Interest and Non-Disclosure Agreement from interested Investors.	29.07.2020 onwards
3	Release of PIMs on Accounts to Investors.	29.07.2020 onwards
4	Data Room opening and commencement of Investors' due diligence. Data Room closes on.	(10.00 am - 5.00 p.m.) From 29.07.2020 and will continue till sale approval by Bank
5	Declaration of Reserve Price to Investors submitting EOI and to Bank.	Prior to E - auction
6	E Bidding for submission of final binding bids.	14.08.2020 and other dates subsequently
7	Negotiation with highest bidder/Original bidder /Bidder with highest stake.	14.08.2020 (Same day of e- bidding)
8	Execution of the Assignment Agreements and Fund Transfer.	Within 7 working days of conveying Bank's approval to successful bidder. @
9	Cutoff date for successful bids.	Date of Assignment Agreement for successful Bid accepted and approved by Competent Authority

@ If bid amount is not remitted to the Bank within 7 working days of conveying Bank's approval of the Bid to the bidder, Bidder has to pay interest at 5% over Bank's 1 year MCLR compounded with monthly rest from 8th working day till actual payment, in addition to bid amount. This shall without prejudice to the right of the Bank to cancel the bid, forfeit the EMD and /or the Advance amounts paid and initiate such other claims against the bidder.

Bank of India shall in its sole discretion cancel or change or extend any timelines indicated above and the same shall be fully binding on the participating bidder.

V. IMPORTANT TERMS AND CONDITIONS

1. The sale of Non-Performing Assets is on **“As is Where is, As is What is and Whatever there is basis”** and **“without recourse against the Bank”**.
2. Bank invites Binding bids (physical non-binding indicative bids may be submitted till one week prior to e auction date which is optional) from interested investors for the above mentioned accounts to be submitted on Bank's e-auction portal. Bid offers below Reserve Price may also be considered by the Bank. In case of receipt of physical Binding bids from the intending buyers, wherever required, the bank may run the process under Swiss Challenge Method for those specific accounts, which will be intimated to all the participating investors not later than one day before the day of E bidding. E bidding under Swiss Challenge Method will also be simultaneous with the open auction schedule given in this document. **Present sale process is under Open E-auction Method / Swiss Challenge Method.**
3. The submission of the Indicative (Non-binding) or Binding bids by a Bidder shall be deemed to constitute unconditional acceptance of all the terms and conditions of this PUBLICATION by the Bidder.
4. Bids for individual/Tranche accounts shall be submitted on **OFFER on 100% CASH BASIS***

Note: *Eligible Banks/NBFC/FIs can purchase NPA accounts as per RBI Guidelines.

- 4(a) The bidder should ensure that they are eligible to purchase the assets as per the provisions of SARFAESI Act in their own name. The bids and all correspondence should be in their registered legal name only and not under trade or group name. It should be importantly noted that the assignment agreement shall be executed in the name of the successful bidder only in their registered legal name and no request to execute the assignment agreement in favour of nominee or group company/entity/concern will be entertained by the Bank.
- 4(b) ARC shall be under their own obligation to follow all extant guidelines/notification issued by SEBI/IBA/RBI/Gol from time to time pertaining to purchase of NPAs as per notice.
5. Debt Aggregation- First Right of Refusal: For accounts under Swiss Challenge Method, in terms of Para 6 of the RBI Circular dated 01.09.16, to enhance debt

aggregation of the SCs/RCs, first right of refusal will be given to the SC/RC, which has already acquired the highest/ significant share (above 25%),

The first right of refusal shall be given to SC/RC subject to production of satisfactory document in relation to acquiring significant stake to Bank before commencement of E-Auction

6. Under Swiss Challenge Process, the order of preference to sell the asset, at the highest bid, shall be as follows:
 - i) The SC/RC which has already acquired highest significant stake and the same time a significant share (above 25%); subject to production of satisfactory document in relation to acquiring significant stake to Bank before commencement of E-Auction
 - ii) The original bidder and
 - iii) The highest bidder during the counter bidding process
7. Final Bid shall remain valid for a period of 30 days from the date of submission of Bid. However, Bank of India may seek extension of the validity for such period as may be determined by Bank of India at its discretion. Bank of India reserves the right to reject any Bid without assigning any reason.
8. Bidder should submit the bid for itself only stating constitution of bidder. No bidder on representative capacity including on behalf of group entities shall be entertained. It is further clarified that Bank shall be executing the assignment deed in the name of the Successful bidder only in their registered legal name and no request to execute the assignment agreement in favour of nominee or group company/entity/concern will be entertained by the Bank.
9. 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.
10. Bidders are expected to submit their Bid with independent study & assessment in respect of NPA accounts 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 the Bank as to the title or condition of the secured assets or any part thereof or any liabilities/ encumbrances/ dues/ taxes/ levies irrespective as to whether they are disclosed or undisclosed.

11. The Bid should be made on the basis of the terms of this PUBLICATION without prejudice to Bank of India's right to make any amendments. Any changes in the terms of this PUBLICATION requested by the participating bidders are not to be construed by the bidders as accepted unless accepted by the Bank in writing.
12. Conditional & Contingent Bids shall be liable to be disqualified by Bank of India.
13. The prospective buyer shall agree to take all the risks and responsibilities in respect of various agreements with the obligor and obligations/ contracts / liabilities undertaken by the Bank on behalf of the obligor now due or that may become due in future.
14. Any claim of the obligor after the sale of assets shall be dealt with by the Assignee ARC/ Buyer.
15. Bidder shall take over the existing charged assets / securities offered by the obligor or held by the Bank.
16. All costs, expenses and liabilities incurred by each Bidder in connection with the Transaction, including (without limitation) in connection with Due Diligence, preparation and/or submission of the Bid, including fees and disbursements of its own advisors, if any, shall be borne and paid by such Bidder, whether its Bid is accepted or rejected for any reason and Bank of India does not assume any liability whatsoever in this connection.
17. Any discussions or any clarifications, information sought or divulged with respect to the Bid will not constitute an invitation or commitment by Bank of India to enter into any agreement, undertaking or covenant with the Bidder nor shall Bank of India be liable to consummate or deal with any Participant on the basis of such discussion, negotiation, information.
18. The Bidder is required to and must exercise utmost good faith, due care and diligence in preparation and submission of the Bid and must ensure that all information provided therein is correct, accurate and complete.
19. It should however be noted that Bank of India do not make any representation as to the correctness, validity or adequacy, sufficiency or otherwise of any such information pertaining to liabilities, encumbrances and statutory dues of NPA accounts. The Bidders should do their own due-diligence to verify the same. Bank of India does not undertake responsibility for adequacy or sufficiency of information and documents related to financial assets in respect of NPA accounts. The Bidders should not limit or restrict their due-diligence to the documents for assessing the complete risk or even for evaluating the NPA accounts.

20. Bank of India may, at its sole discretion, add, amend, vary, modify, delete, any of the conditions of this PUBLICATION as may be deemed necessary in the light of the facts and circumstances and also issue one or more Addenda, Corrigendum as required without giving any reasons thereto.
21. Bank of India may, at any time and for any reason, without giving any reason thereof, cancel the sale process until actual assignment or change/extend the deadlines/time-lines outlined in this PUBLICATION and shall communicate such cancellation/change/extension individually to each Bidder.
22. The Successful Bidder shall be solely and absolutely responsible for completion of all statutory, regulatory and other compliances for the said purpose including incurring of any costs, charges and expenses and payment of fees and duties (including the adjudication, stamp duty and registration fee and other similar levy payable and whether payable in one or more states or jurisdictions), statutory and otherwise.
- ~~23.~~ Sale of Non-Performing Assets to the Successful Bidder shall be effected by execution of the necessary and appropriate Assignment Agreement(s) in favour of the Successful Bidder, only upon receipt and realization from the Successful Bidder of the entire purchase consideration. The Assignment Agreement as per the Bank's format will be adopted for the ensuing transaction. Submission of the Final Bid shall be construed as unconditional acceptance of the same. Please note there shall be no deliberations, negotiation on the draft of assignment agreement and the drafts are not subject to discussion and modifications. Transfer of asset shall be **"As is Where is, As is What is and Whatever there is basis"** and **"without recourse against the Bank."** and shall not be liable to be revoked for any breach including antecedent breach of any representation and warranty.
24. As from the date of execution of the Assignment Agreements as aforesaid in favour of the Successful Bidder/Assignee, all the rights and corresponding duties and obligations of Bank of India in respect of the subject case/s shall vest with the Assignee. Accordingly, Bank of India shall not continue attending/pursuing/defending to the legal cases which have been/maybe filed before any civil court/Tribunals/High court/Supreme Court/NCLT/NCLAT in relation to the account/s assigned. It shall be the sole duty of successful Bidder /Assignee to take steps for impleading themselves in all such proceedings within 45 days of assignment and contest the same.
25. It is clarified that if any payments are received by the Bank into the financial assets being sold under this Tender Document after the cut-off date (Date of Assignment Agreement for successful Bid accepted and approved by Competent Authority), shall be held by Bank in trust for the benefit of the successful Bidder in respect of such Financial Asset, and upon execution of the related agreement (Assignment Agreement/ transfer instrument) shall transfer such amounts in the Trust Account.

26. Bank shall reserve the exclusive right to deal and appropriate with the claims pertaining to ECGC/ CGTMSE (both present & future)/cash margin/insurance claim/subsidy reserve fund/margin etc of NPA account/s and the successful bidder has no right or authority or claim thereon, at any point of post-sale or pre-sale time.

27. All the documents that the Successful Bidder/Assignee has to collect from the Bank under the terms of the Assignment Agreements will be held at the respective Branches/offices of the Bank throughout India/Abroad until collected by the Successful Bidder/Assignee during normal office hours on or after the execution of Assignment Agreements and at any date within 45 days of the execution of Assignment Agreements. It should be noted that it shall be the sole responsibility of the Successful Bidder/Assignee, at its own cost and expense, to collect the aforesaid documents from the various Branches/offices of Bank of India.

28. No credit lying with the Bank of India, received up to and including cut-off date for any purpose, shall be available for assignment including amounts kept in No Lien Account.

29. In the event, a successful Bid is received for an account having un-devolved/not-invoked non-fund based (NFB) exposure, the successful bidder shall also take the assignment of the un-devolved/not-invoked portion should it get devolved at a later date, on the same terms & conditions as applicable for the initial successful bid. The charge created on securities for such undeveloped exposure will be retained by the bank and if there are common securities held, Bank's pari-passu charge will continue. The margin money/cash/security etc, if available, will be retained by Bank of India and the Bank shall be within its right to appropriate the same to its Profit and Loss account in event of no devolvement/no invocation of Non-fund based Limits. The bidders shall have no claim on such margin or other amounts kept with Bank.

At the time of assignment of such exposure, upon its devolvement, assignment of the exposure would be net of any margin held by the bank for the said exposure.

30. Bank of India reserves its right to cancel the Process at any stage before assignment and in that event, in absolute discretion, to follow a different method for sale/transfer of the financial assets which may not be mentioned above. Upon such action, Bank of India's decision in this behalf shall be final and binding on all the Bidders.

31. Bank of India reserves the right to add or delete accounts or modify the composition of the Financial Assets Portfolio/Tranches or the single accounts offered for sale and the sale structure at any stage without assigning any reason.

32. Bank of India reserves the right to accept/reject any Bid without assigning any reasons at its discretion. The decision of Bank of India in this regard shall be final and conclusive.
33. If by the terms of this PUBLICATION, any act would be required to be performed on or within a period ending on a day, which is not a Working Day, then it shall be performed, on or by the immediately succeeding Working Day.
34. The Bidder shall not be entitled to withdraw or cancel final Bid once submitted.
35. In the event of any dispute and /or difference on the point of meaning or definition of any particular word used in this PUBLICATION or, in respect of interpretation of any clause of this PUBLICATION or, this PUBLICATION as a whole or, in respect of sequence of events mentioned therein, decision of the General Manager (Recovery Department), Bank of India, shall be final and binding on all the parties concerned.
36. Disputes, if any arising between the parties in relation to this PUBLICATION shall be settled by way of mutual discussion and in case an amicable settlement is not reached, shall be subject to jurisdiction of courts situated at Mumbai, and governed in accordance with the laws of India.
37. In those cases where Insolvency & Bankruptcy Code is invoked and NCLT proceeding are going on, if any concurrence/permission of NCLT/RP/CoC is required, the same shall be the sole responsibility of the Assignee.
38. Bank has absolute and unimpeachable right with respect to all the matters starting from receiving, considering ,accepting the bid or transferring the specific Non performing Asset and such right without limitation encompasses right to not to receive, not to consider, not to accept the bid and decide not to transfer the specific NPA. Bank of India would not entertain any claim from any ARC/Banks/NBFC/FI in this regard.
39. In the event, a successful Bid is received for an account having exposure in foreign currency also, conversion of such Foreign Currency Exposure (FCE) before assignment in to Indian Rupee (INR) shall be subject to applicable rules of Reserve Bank of India and Banking Regulator of country where the account is parked. Alternatively, the successful bidder shall acquire the FCE as it is against payment of related bid amount in same foreign currency to the Bank's branch where the exposure is parked.

If the FCE is not part of sale process, the charge created on securities for such FCE will be retained by the bank and if there are common securities held, Bank's pari-passu charge will continue.

40. Please note that the following persons cannot purchase the NPAs:
- All individuals/firms/companies not authorised by RBI to acquire Financial Assets from the Banks
 - Board members and employees of Bank of India

- Former Board members and employees of Bank (applies only to those who have been actively employed within 5 years of the Bid Deadline)
- Major shareholders (other than Banks, Financial Institutions and Financial Institutional Investors) holding more than 2% of Bank of India and their respective Board members and employees who have been actively employed within 5 years of the Bid Deadline)
- Advisors of Bank of India for the Transaction
- Spouses and upto second degree (inclusive) relatives by consanguinity or affinity, as defined by law, of the above – mentioned person
- Borrowers
- Legal entities in which the above – mentioned persons/entities jointly or individually hold more than 10 % stake

In acceptance:

Signature and Seal of the Bidder

Expression of Interest
On Investor's Letter Head
<Draft>

Dated:

The General Manager
Recovery Department
Bank of India, Head office
STAR HOUSE
C – 5, G – Block, 3rd floor,
Bandra Kurla Complex,
Bandra (E), Mumbai – 400 051.

Sub: NPL/ Loan Portfolio Auction – 2020-21.

We refer to Bank of India advertisement on website/e-mail dated _____ on NPL Portfolio auction. We hereby confirm our intention to proceed with due-diligence in Data Room being set up by you. This is to confirm that:

We are eligible and have the financial capacity to conclude the purchase of Loan Portfolio in accordance with the applicable laws and regulations of India.

Subject to our findings and pursuant to the due diligence review, we intend to submit a Bid for the Loan Portfolio being auctioned by Bank of India.

In undertaking this Transaction, we have no conflict of interest with and are not related, directly or indirectly, to Bank of India

We have already executed NDA in month of _____ and the same shall stand valid.

Details of the Contact person/Authorised signatory with address, Contact no and Email ID.

We shall be in touch with you to co-ordinate on the Data Room schedule.

With regards,

<Authorised Signatory>

Enclosed:

1. Non-Disclosure Agreement

NON-DISCLOSURE AGREEMENT

This Non-Disclosure Agreement executed on this the ____ day of _____ 2020 at Mumbai by **M/s/Shri/Smt**, a Bidder/company incorporated under the Companies Act 2013, having its registered office at _____, (hereinafter referred to as the **“Company”**, which term shall, unless repugnant to the context or meaning hereof, be deemed to mean and include its successors-in-interest and permitted assigns) of the FIRST PART;

AND

BANK OF INDIA, a body corporate constituted under the Banking Companies (Acquisition and Transfer of Undertakings) Act, 1970 and having its Head office at Star House, C -5, 'G' Block, Bandra Kurla Complex, Bandra (East), Mumbai -400 051, (hereinafter referred to as **“BOI”** which term shall, unless repugnant to the context or meaning hereof, be deemed to mean and include its successors-in-interest and assigns) of the SECOND PART;

WHEREAS:

- A. The company is engaged in the business of
- B. BOI is a prominent nationalized bank, having been founded on September 7, 1906 and having more thanbranches in India and abroad.
- C. The Parties intend to engage in discussions and negotiations concerning the establishment of a business relationship between themselves in respect of sale of impaired financial assets.
- D. In the course of such discussions and negotiations, it is anticipated that BOI may disclose or deliver to the Company the Confidential Information (as defined hereunder) or the Company may have access to such Confidential Information and that they shall maintain strict Confidentiality of these Information and use such information only for the purpose of the assignment.
- E. The Parties are now desirous of recording the terms of this Non-Disclosure Agreement as under:

1. CONFIDENTIALITY

- a) For the purpose of this Agreement, “Confidential Information” shall mean and include all non -public information of BOI and/or its Customers which is accessible by or is available to the Company whether in writing, oral, graphic, visual or any other tangible, intangible or electronic form including, without limitation, any and all information relating to BOI’s and/or its client’s/customers (whether past, present, or future) business, technical or financial information, financial data, financial results and projections, costs and prices, details of suppliers, retainers, employees and consultants (past, present or prospective), technologies, technical and business strategies, business and marketing plans, marketing and sales techniques, pricing and other strategies, computer programs, software tools, source codes, object codes, protocols, product descriptions, development schedules, product positioning, choices of product names, trade secrets or know how, customer information and Intellectual

Property Rights as well as any such information not generally known to third parties or received from others that such Party is reasonably expected to treat as confidential.

- b) The Company acknowledge that in the course of submission of the Proposal and thereafter, the Company shall be exposed to or acquire Confidential Information and the Company shall not, disclose the Confidential Information to any third party and shall at all times, maintain confidentiality regarding the Confidential Information accessible or made available to them, whether such information is given in writing or oral or visual, and whether such writing is marked to indicate the claims of ownership and/or secrecy or otherwise. Except as otherwise provided in this Agreement, the Company shall neither use, nor reproduce for use in any way, any Confidential Information.
- c) The Company shall ensure that its employees or if it hires another person to assist it in the performance of its obligations, maintain the confidentiality of the Confidential Information in the same manner as the Company is bound to maintain the confidentiality.
- d) The Company do hereby acknowledges that the Confidential Information (in whatsoever form) provided or accessed by the Company shall be and remain the property of BOI and the Company does not acquire by implication or otherwise, any right in or title to or license in respect of the said information.
- e) On completion of the assignment the Company shall immediately return to BOI or if so permitted by BOI delete or destroy all Confidential Information and all notes and memoranda (including copies of them) containing Confidential Information in their possession or control.
- f) Any publicity by the Company in which the name of BOI is to be used should be done only with the explicit prior written permission of BOI.

2. Title and Proprietary Rights: Notwithstanding the disclosure of any Confidential Information by the Disclosing Party to the Receiving Party, the Disclosing Party shall retain title and all intellectual property and proprietary rights in the Confidential Information. No license under any trade mark, patents or copy right, or application for the same which are now or thereafter may be obtained by such Party is either granted or implied by the conveying of Confidential Information, The Receiving Party shall not conceal, alter, obliterate, mutilate, deface or otherwise interfere with any trade mark, trade mark notice, copy right notice, confidentiality notice or any notice of any other proprietary right of the Disclosing Party on any copy of the Confidential Information, and shall reproduce any such mark or notice on all copies of such Confidential Information. Likewise, the Receiving Party shall not add or emboss its own or any other mark, symbol or logo on such Confidential Information.

3. INDEMNITY

The Company hereby indemnifies BOI, and shall always keep indemnified and hold BOI, its employees, personnel, officers, directors, harmless from and against any and all losses, liabilities, claims, actions, costs and expenses (including attorneys' fees) relating to, resulting directly or indirectly from or in any way arising out of any claim, suit or proceeding brought against BOI as a result of breach of any of the term of this Agreement or breach of any representation or on account of any false representation or inaccurate statement or assurance or covenant or warranty of the Company and/or breach of confidentiality obligations of the Company, or its employees or delegates, contained in this Agreement; and/or negligence or gross misconduct attributable to Company its employees/delegates.

4. The Company is aware that the breach of the provisions of this Agreement by the Company will cause irreparable loss, damage or loss of reputation of BOI, for which recovery of money damages would be inadequate. Bank will, therefore, be entitled to obtain injunctive relief as well to protect its rights under this Agreement in addition to any and all remedies available to BOI at law or in equity.

5. The provisions of this Agreement shall survive even after the parties have complied with their obligations/assignment as agreed between the parties.

6. The agreement shall be governed by the laws in India and the Company agree that Courts/Tribunals in Mumbai alone shall have jurisdiction to try and settle any dispute arising out of this agreement, however that BOI shall have the right to file suit/initiate legal action before any Court/Tribunal at any place having appropriate jurisdiction.

7. All stamp duty and other levies on this Agreement shall be borne by the Company only.

IN WITNESS WHEREOF, the Parties hereto have duly executed and delivered this Agreement on the day and year first above written.

SIGNED by]
for and on behalf of]
M/sPvt. Ltd.]
through its director _____]
duly authorised by a resolution dated ____]
passed by the Board of Directors]
in the presence of _____]

SIGNED by]
for and on behalf of]
Bank of India]
through its]
authorised representative]
in the presence of _____]

(Annexure-4)

(Bid-Offer Letter on ARC Letterhead)

Ref.No.

Date :

To
The General Manager,
Bank of India, Head Office,
Star House-1,3rd Floor,
C-5, G-Block,
Bandra Kurla Complex,
Bandra (East),
Mumbai – 400 051.
Tel.No.022-66685617
Email : Headoffice.AR@bankofindia.co.in
Sudhakar.pasumarthy@bankofindia.co.in

Subject : Bid for purchase of NPAs of Bank of India.

Sir,

We refer your communication regarding sale of Non-Performing Assets (NPAs) of Bank of India (BOI).

1. Being duly authorised to represent and act for and on behalf of _____ (Name of ARC) and having studied and fully understood all the information provided in the NPA Tender Documents (TD), the undersigned hereby apply as a Bidder for the purchase of Non-Performing Asset of BOI accordingly to the terms and conditions of the offer made by BOI as specified in the Tender Document after understanding all consequences and with full satisfaction.
2. The PAN of the bidder is _____.
3. We submit the Bid Consideration for certain account (s) on the E-auction platform provided by BOI.
4. BOI is hereby authorised to conduct any inquiries/investigation to verify the statements, documents and information submitted in connection with the Bid.
5. BOI and its authorised representatives may contact the following person(s) for any further information –

Name of the Person : _____
Address : _____
E-mail id : _____
Mobile No. : _____

6. The bid is made with full understanding that –
 - a) This bid is unconditional, irrevocable and binding in all respects;
 - b) Bank of India reserves the right to accept/reject any Bid without assigning any reasons at its discretion. The decision of Bank of India in this regard shall be final and conclusive.
 - c) The information contained in the TD or any other information which may be provided to bidders is subject to change without prior notice. Bank of India may, in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information contained herein including the envisaged sale process mentioned.
 - d) The bidder _____(Name of the ARC)/ultimate beneficiary is neither the borrower nor its associate company.
7. I/We am/are aware that the relevant date/cut-off date of transaction is the date of assignment.
8. In case of default of payment within the prescribed period, the NPAs shall be resold. The defaulting shall forfeit all claims to the asset or to any part of the sum for which it may subsequently be sold and we shall have no right or claim or interest over it and Bank shall have the absolute right to forfeit the amount deposited.
9. The offer made by us is valid for 60 days from the Bid Opening date.
10. For closure of the deal, I am willing to execute Deed of Assignment with BOI along with payment of full sale consideration on or before the date decided by BOI.
11. I, the undersigned declare the statement made, and the information provided in the duly completed Bid forms enclosed are complete, true and correct in every aspect.
12. _____ (Name of the Person), _____ (Designation) shall participate in the bidding process and also shall also remain present before the Tender Committee. The person who is bidding and/or attending the meeting on behalf of us is fully authorised to negotiate for raising the offer amount further and to finalise it. The negotiation and finalisation of the offer by him will be binding on us.

The signature of authorised representative is attested below –

With regards.

Yours faithfully,

(Authorised Signatory with Name and Designation)