

Tender No. IFCI Venture/NPA /2024-25

Date: 20.11.2024

**INVITING BIDS FOR ASSIGNMENT/SALE OF TWO NPA
ACCOUNTS OF IFCI VENTURE CAPITAL FUNDS LTD**



IFCI VENTURE CAPITAL FUNDS LTD.

(A Subsidiary of IFCI Limited, Government of India Undertaking)

CIN: U65993DL1988GOI030284

Regd. Office: IFCI Tower, 61, Nehru Place, New Delhi-110019

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Two NPA Accounts

Request for Proposal (RFP) For Assignment/Sale Of Two (2) NPA Loan Account of IFCI Venture Capital Funds Ltd

1. IFCI Venture Capital Funds Limited (hereinafter referred to as 'IFCI Venture') desirous of selling of financial assets (as tabulated below) to Banks / ARCs / NBFCs / FIs on 100% cash basis and on "As is Where is, As is What is and Whatever there is basis" and "Without recourse against IFCI Venture". The details of accounts such as outstanding dues position, nature of accounts for sale/assignment are as follows:

Lot No.	Name of Company	Nature of Financial Assistance	Principal Outstanding Amount (Rs. Crore) as on 31.10.2024	Reserve Price (100% Cash Basis) (In Rs. Core)
1.	PAN India Infra Projects Private Limited (PIIPL)	Corporate Loan	34.21	13.57
2.	Patil Construction Infrastructure Limited	Corporate Loan	28.20	12.82

2. The details of the accounts such as security are mentioned herein below:

Sr.No.	Name of Company	Available Security
1.	PAN India Infra Projects Private Limited (PIIPL)	<ul style="list-style-type: none"> Pari-passu Charge with other lenders by way of mortgage of freehold land approx. 196 acres at Uttan Village, Thane District, Maharashtra owned by Essel Infraprojects Ltd.. Corporate Guarantee of M/s Essel Infraprojects Ltd.
2.	Patil Construction Infrastructure Limited.	<ul style="list-style-type: none"> Property 1- Exclusive charge by way of Mortgage on NA land on Gut N. 67, admeasuring 6707 sq. mtr. Divashi-Pimpalgaon, Taluka Gangapur District, Aurangabad, 431002 Property 2- Exclusive charge on 17 Residential and 8 Commercial Plots situated at Padegaon, Aurangabad, Maharashtra Personal Guarantee of the Promoters Mr. Mallikarjun Baswantrao Patil Corporate Guarantee of M/s Baswant Builders & Developers Private Limited

Note- The details mentioned may not be exhaustive and bidders are advised to do their own due diligence about the available securities and their status as on date of sale/assignment. Details mentioned above should not be considered as a promise or representation, whether as



to the past, current or future performance of the Company and/or the Project/Accounts, securities etc. related to the accounts proposed for sale/assignment.

3. The parties/bidder may submit the bids for individual accounts and/or both accounts. However, IFCI Venture may give preference to the bid received for both the accounts as its sole discretion. Further, IFCI Venture reserves the right to accept and reject all or any bid for individual or both accounts or cancel the process at any point without assigning any reason for the same.
4. IFCI Venture invites bids from Banks / ARCs / NBFCs / FIs, which are eligible under the regulatory framework (hereinafter referred to as "**Applicant(s)**") for purchase of the accounts by way of Assignment under "**Auction Method**" on 100% Cash Basis and on "As is Where is, As is What is and Whatever there is basis" and "Without Recourse Against IFCI Venture"; subject to applicable regulations issued by the Reserve Bank of India. The process through which Applicants participate for purchase of the accounts of IFCI Venture shall hereinafter be referred to as the "**Assignment process**".
5. IFCI Venture reserves the unqualified right to accept bid(s) of the highest bidder for the account/accounts as deemed fit and also reserves the right to hold inter-se bidding between the bidders.
6. IFCI Venture will be assigning the outstanding financial exposure to the interested bidder etc., as on the date of execution of the requisite agreements with the successful bidder.

Submission of Expression of Interest, NDA and Integrity Pact:

7. Interested bidders are requested to intimate their interest to participate, by way of an "Expression of Interest" (EoI), enclosed as **Annexure A**.
8. The financial bid shall be adhered to the enclosed format and contain details of Earnest Money Deposit (EMD). The Earnest Money Deposit (EMD) must be deposited by the interested parties by way of **Demand Draft**, drawn on any Nationalized/ Scheduled bank, in **favour of "IFCI Venture Capital Funds Ltd."**, payable at New Delhi or through NEFT/RTGS as per below mentioned details. 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 successful bidder shall be retained and adjusted towards part assignment/settlement of corporate loan consideration while the EMD of unsuccessful bidders or bidders who decide not to submit the financial bid shall be refunded within 7 working days of declaration of successful bidder by IFCI Venture Capital Funds Limited. No interest shall be payable on the Earnest Money Deposit.
9. Interested parties shall be required to sign a Non-Disclosure Agreement (NDA) (enclosed as **Annexure B**) and Integrity Pact (enclosed as **Annexure C**) with IFCI Venture and submit the same along with EoI. EoI shall be submitted by post /courier or direct delivery to the following address and should be received by IFCI Venture within the timeline as indicated at Sr.No.29 of this document.

The Authorized Officer
IFCI Venture Capital Funds Ltd.,
16th Floor, IFCI Tower,
61, Nehru Place, New Delhi – 110019



The EOI, NDA and Integrity Pact duly signed by bidders along with Authority letter/Board Resolution of bidder shall be send on the email id i.e. legal@ifciventure.com on or before 28.11.2024 by 04:00PM.

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

**"EOI FOR TENDER NO. IFCI VENTURE/NPA /2024-25
(To be opened by Tender Evaluation Committee)"**

11. IFCI Venture will not be liable for any delay in delivery /damage to the envelope containing EoI, ND, integrity pact or any other documents during transit.
12. After signing the NDA & Integrity Pact, each prospective bidder shall be provided with a Preliminary Information Memorandum (PIM) of specifically requested accounts over Email ID mentioned in the EOI of the bidder. Further, upon written request, prospective bidders shall be provided access to the Online/Virtual Data Room (Viewing Rights only) for the purpose of due diligence within the stipulated timelines mentioned herein. Nothing contained in the data of accounts is/are, or shall be relied upon as, a promise or representation, whether as to the past, current or future performance of the Company and/or the Project/Accounts, etc. related to the accounts proposed for sale/assignment. It is clarified that IFCI Venture 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 Financial Bid

13. The bidders are required to submit the Financial Bid in the Format Given in **Annexure D**, which shall be uploaded by 10.12.2024.
14. Financial Bids of only those bidders who will be submitting Demand Draft to IFCI Venture at the address given below within the time slot mentioned at SI.No.28 of this document, will be considered:

IFCI Venture Capital Funds Ltd.,
16th Floor, IFCI Tower,
61, Nehru Place,
New Delhi – 110019

The bank details for deposit of EMD through NEFT/RTGS by 13.12.2024 upto 3.00 p.m. to the following Account-

Bank Name- IDBI Bank,
Account No.- 0901102000038377,
Beneficiary Name- IFCI Venture Capital funds Limited,
IFSC- IBKL0000901,
Branch Address- Kalkaji, New Delhi-110019

The details of the NEFT/RTGS and confirmation of payment along with financial bid submission document shall be send on the email id i.e. legal@ifciventure.com by the bidder on or before 03:00 PM on 13.12.2024 and physical copy of the documents shall be send to the office of IFCI Venture Capital Funds Ltd along with Demand Draft for EMD, if EMD not submitted through NEFT/RTGS, and shall be deposited in Tender Box placed at Ground Floor, IFCI Tower, 61, Nehru Place, New Delhi-110019.



Other Conditions

15. It would be deemed that by submitting the financial bid, the bidder has read, understood, and has made a complete and careful examination of all the information given in this Publication/ Data Room pertaining to the Financial Asset & has made their own due diligence in respect of the same and fully convinced and satisfied with the financial asset and marketability, enforceability and nature of the underlying security. IFCI Venture shall not be responsible or liable for any consequences arising therein or relating to it. The sale/assignment shall be strictly on "as is where is and whatever there is basis" and "without recourse basis" notwithstanding the outcome of the pending litigations. The accounts are put on sale/assignment with all rights and liabilities available with IFCI Venture as on the date of assignment/sale. The bidder should thoroughly satisfy themselves with the nature, condition and quality of the financial assets and assets secured and other details, etc. No claim/complaint of whatever nature will be entertained by IFCI Venture at any stage.
16. The submission of a financial bid by a bid implies that the bidder has obtained all the clarifications required and no further query and communication shall be addressed by IFCI Venture. IFCI Venture reserves the right to alter, modify any terms and conditions of the said sale/assignment process, transaction/tender document without assigning any reason at any stage of the transaction and the same shall be uploaded on the website of IFCI Venture under sale of assets section i.e. www.ifciventure.com. In this regard, the decision of the IFCI venture shall be final and binding.
17. The bidder should thoroughly satisfy themselves about the nature, conditions, and quality of the assets. No claim/ complaint of whatever nature will be entertained by IFCI Venture at any stage. The single bid received for each account shall be subject to swiss challenge. During E-Auction, wherever single bid is received, the IFCI Venture may put an asset for Swiss challenge at a bid price or reserve price whichever is higher by arranging a period of 7 days for due diligence and during the Swiss challenge auction, if any counter/challenger bid is more than the base bid/reserve price subject to minimum incremental markup amount of 5% of the base bid/reserve price, then the original /first bidder shall have the Right of first refusal (ROFR) to match the Challenger bid and in case, no challenger/counter bid received, original bidder will be declared as successful bidder.
18. IFCI Venture reserve the right to negotiate with the successful bidder for improvement in the bid amount as the IFCI Venture may deem fit and seek revised bid.
19. 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 present Disinvestment of the financial assets.
20. In case of failure to deposit the payments as indicated at Sr.No.28 of this document by the successful bidder, the amounts, including EMD, are liable to be forfeited and process shall be cancelled and accounts to be put on sale/assignment again at the sole discretion of IFCI Venture without assigning any reason whatsoever.
21. Any applicable stamp duties/additional stamp duty/transfer charges, fee, etc. and 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 Successful Bidder. The bidder shall register the assignment deed as per the Stamp Act/Registration Act at the earliest on execution of deed.



22. IFCI Venture shall have the right to issue addendum to terms and conditions of tender/other documents to clarify, amend, modify, supplement, or delete any of the conditions clauses or items stated therein. Each addendum so issued shall form a part of the original invitation to tender and same shall be communicated only on IFCI Venture website's (www.ifciventure.com).
23. IFCI Venture may, at any time, without giving any reason thereof, change/extend the deadlines/timelines outlined here in and shall communicate such change/extension by way of notice only on IFCI Venture website's (www.ifciventure.com).
24. IFCI Venture reserves the right not to go ahead with the proposed transaction at any stage, without assigning any reasons. The decision of IFCI Venture in this regard shall be final and conclusive.
25. All conditional and contingent bids shall be summarily disqualified by IFCI Venture. Any bid received below the reserve price with or without EMD amount and documents will not be considered by IFCI Venture at our sole discretion.
26. In case of any doubt regarding the terms and conditions and process of the Disinvestment, the decision of IFCI Venture will be final.
27. 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.
28. If the above financial assets have any outstanding liabilities/statutory dues, the same are to be met by the bidders and which will be over and above the sale/assignment consideration. The prospective bidders may carry out due diligence in respect of likely liabilities pertaining to the assets before submitting the bid. It may be noted that the bidders will be responsible for meeting these liabilities, if arise, and IFCI Venture Capital Funds Ltd will not be liable to meet any such liabilities whatsoever.
29. Timelines for the process of the sale/accounts are as under:

Sl. No.	Particulars	Dates
1.	Date of publication of advertisement in the two newspapers (English and Hindi)	20-11-2024
2.	Upload of terms and conditions on the website (www.ifciventure.com)	20-11-2024
3.	Submission of Expression of Interest (EOI), Non-Disclosure Agreement (NDA) (if not already executed) and Integrity Pact.	28-11-2024
4.	Completion of due diligence exercise by 04:00PM	12-12-2024
5.	Confirmation of due diligence by 05:00PM	12-12-2024
6.	Submission of financial bids upto 15.00 Hrs in Annexure-D	13-12-2024
7.	Submission of EMD upto 15.00 Hrs	13-12-2024
8.	Opening of financial bids at 11.30 AM and declaration of eligible bids for E-Auction	16-12-2024
9.	E-Auction between 14:00 to 15:00	18-12-2024
10.	Declaration of Highest Bidder (H1) by 05:30	18-12-2024



	PM or such extended time by IFCI Venture	
11.	Date of Swiss Challenge, in case of single bid received	20-12-2024
12.	Time for Swiss Challenge E-Auction	14:00 to 15:00
13.	Declaration of Successful Bidder by 5:00PM	20-12-2024
14.	Payment of balance amount of sale/assignment consideration (including EMD amount)	Within 14 days from the date of declaration of Successful bidder by IFCI Venture

30. The parties/bidder may submit the bids for an individual account and/or both accounts. However, IFCI Venture may give preference to the bid received for both accounts at our sole discretion. Further, IFCI Venture reserves the right to accept and reject all or any bid received for individual accounts (even on reserve price with EMD) or cancel the process at any point without assigning any reason for the same at our sole discretion.
31. Bidder should state whether he/she is a relative of any Director(s) of IFCI Venture Capital Funds Ltd. or IFCI Ltd. or any group company of IFCI Ltd. or bidder is a firm in which Director(s) or his relative of IFCI Venture Capital Funds Ltd. is a partner or bidder is a company in which Director of IFCI Venture Capital Funds Ltd. or his relatives are member(s) or Director(s). Further, bidder by submitting the final bid shall confirm that he is not associated or part of any of the borrower company, promoter, promoter group of the accounts mentioned herein above.
32. Bidders are expected to submit their Bid with independent study & assessment in respect of Financial Assets, securities available and its enforcement and value thereof before submitting their Bids. By virtue of submission of the Bid, it shall be deemed that the Bidders have conducted their own independent due diligence at their own costs including verifying various legal proceedings, as well as ascertained/ satisfied the known and unknown liabilities, encumbrances and any other dues from concerned authorities or stakeholders to their satisfaction before submitting the Bid. Any Bid made shall be deemed to have been submitted after complete satisfaction of Bidders thereto and/or all claims there against and due proper inspection and satisfaction. Hence the participants shall not be entitled to make any representations or raise any query/objection to IFCI as to the title, enforceability or condition of the secured assets or any part thereof or any liabilities/ encumbrances/ dues/ taxes/ levies etc.
33. The e-Auction will be conducted online through <https://ifciventure.auctiontiger.net> or Auction Tiger or any other online platform auction agency. The e-Auction will be conducted with the help of service provider Auction Tiger on the date and time as mentioned above with extension of 5 minutes each for bid increment and the minimum bid increment amount will be Rs. 5 Lakh.
34. User ID and Password and further details of E-bidding would be shared with the Applicants to enable participation in the E-Bidding, which will take place as per the timelines indicated at para 28 of this document. Bidders who do not provide the confirmation of due diligence / other documents as per the timelines indicated at para 28 of this document shall be liable to be denied access to the E-Bidding. The bid which emerges as the highest bid during the E-Bidding process shall be declared as the Winning-Bid.
35. Upon declaration of successful bidder by IFCI Venture as per timelines mentioned herein, the successful bidder shall deposit the balance amount with 14 days from the date of declaration of successful bidder excluding EMD amount. In case of failure of the Winning bidder to deposit the balance bid amount within the stipulated timelines (including the amount already deposited), IFCI Venture, at its sole discretion, reserve the right to forfeit the amount deposited by the Winning



bidder with IFCI Venture or extending the time for payment on levy of interest at IFCI Venture Benchmark Rate (at present 12.95% p.a.) +3% till payment of the said amount, if levied at our sole discretion. The extension of time for payment shall not be seek as a matter of right by the successful bidder. The decision of IFCI Venture shall be final and binding in this regard.

36. Subject to payment of full consideration within the timelines as indicated at Sr.No.29 of this document, the Winning bidder will execute the Deed of Assignment (DOA)/any other Legal Document required. The sale/assignment will be subject to final approval by the Competent Authority. 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 and decision of IFCI Venture in this regard shall be final and binding.
37. The interested bidder are informed that IFCI Venture shall not be liable in any manner and will not pay interest, cost, damages, compensation, etc. on any amount deposited by the bidder if any court/tribunal/forum stays the sale/assignment proceedings or due to any delay in handing over of documents/registration of assignment deed,etc. which may be caused due to stay or any other restraint/other order of any court/tribunal/forum,etc..
38. IFCI Venture reserves the right to seek additional/ supplemental information and/or clarification from the Applicants and to verify all statements, information and documents submitted by the Applicants in response to the tender documents. Failure of IFCI venture to seek additional information / clarification or undertake such verification shall not relieve the Applicant of its obligations or liabilities hereunder nor will it affect any rights of IFL thereunder.
39. The bidder shall not have any conflict of interest that may affect the process being run by IFCI Venture for the Sale / Assignment of its portfolio and shall not do any act / deed that may not be in the interest of IFCI Venture or cause any irreparable harm and significant loss to IFCI Venture.
40. The Sale / Assignment of the Portfolio by IFCI Venture shall be on "As is Where is, As is What is and Whatever there is basis" and "Without Recourse Against IFCI Venture" i.e. the entire credit risk (including litigations against IFCI Venture, if any) associated with the financial asset would be transferred to the bidder on receipt of the sale consideration amount and IFCI Venture shall have no obligation to re-acquire or refund the payment made towards purchase of the accounts/financial asset or any part of it at any time.

Annexure A

Expression of Interest

(On Bidder's Letter Head)

To,

IFCI Venture Capital Funds Ltd.,
16th Floor, IFCI Tower,
61, Nehru Place, New Delhi – 110019

Sub: EXPRESSION OF INTEREST – EOI FOR TENDER NO. IFCI VENTURE/Credit /2024-25

1. We refer to Tender No: IFCI VENTURE/CREDIT /2024-25 (hereinafter referred to as the **"Request for Proposal"** or **"RFP"**), dated November 20th 2024 of IFCI Venture Capital Funds Ltd s Limited inviting Expression of Interest (EOI) for purchase of its Portfolio (as defined in the RFP).
2. We are desirous of participating in the Auction Process and hereby submit our EOI for purchase of the Portfolio of IFCI Venture Capital Funds Ltd Limited through the Auction Route. Our details are as follows:

Name of the Financial Asset (Account(s)):

Name of the Bidder:

Constitution of the Bidder:

Nature or Main Business of the Bidder:

Address of the Bidder:

Networth in the previous three financial years:

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.
- We have no conflict of interest with and are not related, directly or indirectly, to IFCI Venture.
- 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. Board Resolution / Authorization letter in favour of person signing EOI along with authorization to sign Financial Bid and to represent the applicant in inter-se bidding in case of declaration of the applicant as highest bidder in the bidding process
- b. Proof of Identity of the Authorized Signatory (Copy of Passport)
- c. Non-Disclosure Agreement signed by the applicant (enclosed as Annexure B)(on stamp paper of Rs.200)
- d. Integrity Pact signed by the applicant (on stamp paper ofRs.200)
- e. Documentary evidence of networth of last 3 financial years

Please sign and stamp on all the pages of the EOI and all the other documents/agreements/undertaking/etc. being submitted.

(To be executed on stamp paper of Rs.200/-)

Annexure B

NON DISCLOSURE AGREEMENT

This Agreement made on the day of _____ at New Delhi by and between:

_____ **Limited** (hereinafter would be termed as " ") or the **Receiving Party** with CIN No. _____ having its registered office at _____, New Delhi-110019, India and a corporate office _____, India.

And

IFCI Venture Capital Limited (hereinafter would be termed as "IFCI Venture") or the **Disclosing Party**, a company registered under the Companies Act, 1956 (1 of 1956) with CIN No. U65993DL1988GOI030284 and having its Registered Office at 16th Floor, IFCI Tower, 61, Nehru Place, New Delhi –110019

The terms "IFCI Venture" 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. As an express condition to each party disclosing Confidential Information to the other party and in consideration of the mutual promises and covenants herein, the parties agree as follows:

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 evaluate the possible business transaction with the party disclosing such Confidential Information (the "Disclosing Party"), 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 to evaluate a possible business transaction between the parties.
- (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. Each party agrees that it will not interfere with or circumvent any business of the other 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 in any manner to the business of the Disclosing Party or to the Disclosing Party's affiliates, subsidiaries, consultants or business associates, whether in written, oral, encoded, graphic, magnetic, electronic or in any other tangible or intangible form, and whether or not labeled 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, processes; (b) information about costs, profits, markets and Disinvestments; (c) plans for future development; 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, termination of this Agreement or the completion of business dealings between the parties hereto, the Receiving Party will destroy all copies of the Confidential Information. If the Disclosing Party requests that such Confidential Information and will certify in writing to the Disclosing Party that the Confidential Information has been completely destroyed.



5. USE OF INFORMATION BY RECIPIENT

- (i) The Receiving Party agrees to use the Confidential Information only for the purposes of evaluating the current transaction.
- (ii) The Receiving Party agrees to restrict disclosure of the Confidential Information solely to its employees and its agents who have a need to know such Confidential Information and to advise such persons of their obligations of confidentiality and non-disclosure here under.

6. NON-CIRCUMVENTION

For a period of twelve (12) months after the date of execution of this Agreement and for as long as this Agreement remains in effect, the Receiving Party and its officers and directors, separately and individually, will not make any effort to circumvent the terms of this Agreement in an attempt to gain the benefits or considerations granted to it under the Agreement by taking any actions to indirectly gain the benefits of the Confidential Information, including but not limited to contracting with or contacting directly any target acquisition, client, company, or proposed investor of the other party which the Disclosing Party has identified as having access to or related to the proposed transaction(s) without the express permission in writing of the Disclosing Party.

7. 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 may 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.

8. OWNERSHIP OF INFORMATION

Each of the parties here to retain title to its respective Confidential Information and all copies thereof. The Receiving Party hereby acknowledges that the Confidential Information is proprietary to the Disclosing Party. Further, each party represents that it has no agreement with any other party that would preclude its compliance with this Agreement.

9. SURVIVAL

Each party's duty of confidentiality under this Agreement regarding the Confidential Information shall continue till the termination of this Agreement.

10. TERMINATION

Either Party may terminate this Agreement at any time by providing the other Party with



three (3) days advance written notice of its intent to terminate this Agreement. This Agreement will stand automatically terminated on the day of submission of final bids under the current transaction

11. GENERAL

- (i) This Agreement contains the entire agreement between the parties with respect to the subject matter here of, and shall be governed by the laws of India. This Agreement may be executed in separate counterparts, each of which shall be an original, but all of which taken together shall constitute one and the same instrument.
- (ii) This letter and the Terms shall be governed by and construed in accordance with the laws of India.
- (iii) This Agreement constitutes the entire Agreement between IFCI Venture and_____. Any modification shall be in writing and signed by both parties. This Agreement will come into effect upon both parties signing this agreement.

ACCEPTED AND AGREED:

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

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

Witnesses:

1. _____

2. _____

Annexure C

Integrity Pact

EOI FOR TENDER NO. IFCI VENTURE/Credit/2024-25

This pre-bid Integrity Pact (hereinafter called the "Integrity Pact" or "IP" or Agreement") is made on _____ day of the _____, between, on one hand, IFCI Venture Capital Funds Ltd., accompany Incorporated under Companies Act, 1956, with its Registered Office at 61, Nehru Place, 16th Floor, IFCI Tower, New Delhi-110019, with CIN No.U65993DL1988GOI030284, acting through its authorized officer, (hereinafter called "**Principal**"), which expression shall mean and include unless the context otherwise requires, his successors in office and assigns) of the First Part

And

M/s. _____ (with complete address and contact details) represented by Shri _____ (i.e. hereinafter called the '**Counter Party**') which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

AND WHEREAS the Principal values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/transparency in its relation with Counter Party(ies).

WHEREAS the Principal proposes to sell the financial asset and the Counter Party has expressed interest to participate in the process of evaluation of the asset and

WHEREAS the Counter Party is a private Company/ Public Company/ Government Undertaking/ Partnership, etc. constituted in accordance with the relevant law in the matter and the Principal is a Government Company and a Systematically Important, Non-Deposit taking, Non-Banking Financial Company (NBFC-ND-SI).

NOW THEREFORE,

To avoid all forms of corruption by following a system that is fair, transparent, and free from any influence, prejudiced dealing prior to, during and subsequent to the tenor of the contract to be entered into with a view to:

"Enable the PRINCIPAL to sell the asset at a fair and competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and

Enable the Counter Party to abstain from bribing or indulging in any type of corrupt practice in order to win the tender by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the Principal will commit to prevent corruption, in any from, by its officials by following transparent procedures."

The parties hereto hereby agree to enter into this Integrity Pact and agree as follows: -



I. Commitment of the Principal

1. The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:-
 - a) No employee of the Principal, personally or through any of his/her family members will in connection with the Tender or the execution of the contract, procurement or services, demand, take a promise for or accept for self or third person, any material or immaterial benefit which the person is not legally entitled to.
 - b) The Principal will, during the Tender Process treat all the Counter Party (ies) with equity and reason. The Principal will, in particular, before and during the Tender Process, provide to all Counter Party (ies) the same information and will not provide to any Counter Party (ies) confidential/additional information through which the Counter Party (ies) could obtain an advantage in relation to the Tender Process or the Contract execution.
 - c) The Principal shall endeavor to exclude from the Tender process any person, whose conduct in the past had been of biased nature.
2. If the Principal obtains information on the conduct of any of its employee which is a criminal offence under the Indian Penal Code (IPC) / Prevention of Corruption Act, 1988 (PC Act) or is in violation of the principles herein mentioned or if there is a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can also initiate disciplinary actions as per its internal laid down policies and procedures.

II. Commitments of Counterparty

The Counter Party commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of bid or during any pre-bid stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following. Counter Party commit itself to observe these principles during participation in the Tender Process:-

1. The Counter Party will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement etc. to any official of the Principal which is not available legally, connected directly or indirectly with the bidding process, or to any person organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
2. The Counter party further undertakes that it has not given, offered or promised to give directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement etc. to any official of the Principal
3. Counter Party shall disclose the name and address of agents and representatives, if any, handling the service contract. Foreign Counter Parties shall disclose the name and address of agents and representatives in India and Indian Bidder stood is close their foreign principals and associates.



4. Counter Party shall disclose the payments to be made by them to agents / brokers; or any other intermediary of any, in connection with the bid.
5. The Counter Party has to further confirm and declare to the Principal that the Counter Party is the original integrator and has not engaged any other individual or firm or company, whether in Indian or foreign intercede, facilitate or in any way to recommend to Principal or any of its functionaries whether officially or unofficially to the award of the bid to the Counter Party nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any intercession, facilitation or recommendation.
6. The Counter Party, either while presenting the bid or during pre-contract negotiation or before signing the contract shall disclose any payment made, is committed to or intends to make to officials of Principal, or their family members, agents, brokers or any other intermediaries in connection with the contract and the details or services agreed upon for such payments.
7. The Counter Party will not collude with other parties interested in making the bid to impair the transparency, fairness and progress of bidding process. Also, the Counter Party has not entered into any undisclosed agreement or understanding with other bidders with respect to prices etc.
8. The Counter Party shall not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
9. The Counter Party shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier.
10. The Counter Party shall not instigate or cause to instigate any third person including their competitor(s) of bidding to commit any of the actions mentioned above.
11. If the Counter Party or any employee of the Counter Party or any person acting on behalf of the Counter Party, either directly or indirectly, is a relative of any of the official/employee of Principal, or alternatively, if any relative of an official / employee of Principal has financial interest / stake in the Counter Party firm, the same shall be disclosed by the Counter Party at the time of submission of expression of interest.
12. The term 'relative' for this purpose would be as defined in Section 2 Sub Section 77 of the Companies Act, 2013.
13. The Counter Party shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employees / officials of the Principal.
14. The Counter Party shall disclose any transgression with any other Company that may impinge on the ant-corruption Principle.
15. The Counter Party agrees that if it makes an incorrect statement on this subject, Counter Party can be disqualified from the bidding process or the bid awarded, can be terminated for such reason.



III. Disqualification from Tender Process and exclusion from Future Contracts

1. If the Bidder, either before award or during execution of Contract has committed a transgression through a violation of Article II above or in any other from, such as to put his reliability or credibility in question, the Principal is entitled to disqualify the Counter Party from the Tender Process or terminate the bid, if already won or exclude the Counter Party from future contract award processes.
2. The Counter Party accepts and undertakes to respect and uphold the Principal's absolute right to resort to and impose such execution.
3. Apart from the above, the Principal may take action for banning of business dealings/Counter Party as deemed fit by the Principal.
4. If the Counter Party can prove that it has resorted / recouped the damage caused and has installed a suitable corruption prevention system as per the satisfaction of the Principal, the Principal may at its own discretion, as per laid down organizational procedure, revoke the exclusion.

IV. Consequences of Breach

Without prejudice to any rights that may be available to the Principal under Law or the Contract or its established policies and laid down procedure, the Principal shall have the following rights in case of breach of this Integrity Pact by the Counter Party: -

1. Forfeiture of EMD / Security Deposit: If the Principal has disqualified the Counter Party (ies) from the Tender Process prior to the award of the Bid or terminated the Bid or has accrued the right to terminate the Bid according to the Article III, the Principal apart from exercising any legal rights that may have accrued to the Principal, may in its considered opinion forfeit the Earnest Money Deposit / Bid Security amount of the Counter Party.
2. Criminal Liability: If the Principal obtains knowledge of conduct of a Counter Party which constitutes corruption within the meaning of PC Act, or if the Principal has substantive suspicion in this regard, the Principal will inform the same to the Chief Vigilance Officer.

V. Equal Treatment of all Bidders/Contractors/Subcontractors/Counter Parties

1. The Counter Party (ies) undertake(s) to demand from all the bidders a commitment in conformity with this Integrity Pact. The Counter-Party shall be responsible for any violation(s) of the principles laid down in this Agreement / Pact by any of its agents.
2. The Principal will enter into Pacts in identical terms as this one with all Counter Parties.
3. The Principal will disqualify Counter Parties who do not submit, the duly signed Pact, along with the EOI or violate its provisions at any stage of the Tender process, from the Tender process.



VI. Duration of the Integrity Pact(IP)

This IP shall be operative from the date IP is signed by both the Parties till the final completion of the bidding process. Any violation of the same would entail disqualification of the Counter Party and exclusion from future business dealings.

If any claim is made/lodged during the time, the same shall be binding and continue to be valid despite the lapse of this Integrity Pact as specified above, unless it is discharged / determined by the MD, IFCI Venture Capital Funds Ltd.

VII. Other Provisions

1. This IP is subject to Indian Law, place of performance and jurisdiction is the Head Office of the Principal who has floated the Tender. The concerned Department which has floated the Tender would be the focal point for implementation of IP.
2. Changes and supplements in any Tender need to be made in writing. Changes and supplement in IP need to be made in writing
3. If the Counter Party is a partnership or a consortium, this IP must be signed by all the partners and consortium members. In case of a Company, the IP must be signed by a representative of the Counter Party duly authorized by Board resolution.
4. Should one or several provisions of this IP turn out to be invalid; the remainder of this Pact remains valid. In the case, the parties will strive to come to an agreement to their original intentions.
5. This IP is deemed as part of the Tender No. IFCI Venture/Credit/NPA/2024-25 and both the Principal and the Counter Party are bound by its provisions.

VIII. Legal and Prior Rights

All rights and remedies of the parties hereto shall be in addition to all the other legal rights and remedies belonging to such parties under the Contract and / or law and the same shall be deemed to be cumulative and not alternative to such legal rights and remedies aforesaid. For the sake of brevity, both the Parties agree that this Pact will have precedence over the Tender / Contract documents with regard to any of the provisions covered under this Integrity Pact.

IN WITNESS WHEREOF the parties have signed and executed this Integrity Pact (IP) at the place and date first above mentioned in the presence of the following witnesses:

(For and behalf of Principal)

(For and behalf of Counter Party)



IFCI Venture Capital Funds Limited

*Tender for Assignment/Settlement of Two Loan Account Vide Tender No. IFCI
Venture/NPA/ 2024-25 Dated 20.11.2024*

WITNESSES:

1. (Signature, name and address)
2. (Signature, name and address)