

03rd March 2021

To
ARCs / Banks / NBFCs / FIs,

Notification for Sale of Financial Asset (NPA) (e-auction on 10.03.2021 under SWISS Challenge method)

Dear Sir,

Bank of Baroda (BOB or Bank) has received bid for the following account. Now we have arranged for E-auction for sale of these accounts on 100% cash basis on **SWISS Challenge method**. Please note that the sale will be subject to final approval by the competent authority of the Bank.

(Amount in Rs. Crores)

Sr No	Zone	Name	Balance as on 31.12.2020	Bid Received
1	MUMBAI	K S K MAHANADI POWER COMPANY LTD	433.45	130.00

Bank hereby invites you for participating in the said e-auction by way of e-bidding. The bidder would be required to bid 'X' price account wise **The reserve price for any bidder is fixed as above.**

The e-bidding under SWISS Challenge method will be conducted on 10.03.2021 (Wednesday) from 12.00 PM to 01.00 PM. The time schedule for completion of the sale process is given below, which may be taken note of and adhered to since no further extension will be made in the schedule: -

S.No.	Particulars	Last dates
1.	Informing names of the authorised official(s) along with their contact details (mobile number, e-mail ids etc.) To enable us to issue user id & password and explaining them the procedure to bid through e-auction portal of the bank. The details may be sent at following e-mail ids – <ul style="list-style-type: none"> ➤ vijay.shetty@auctiontiger.net ➤ hardik.gadge@auctiontiger.net ➤ sales.recovery.bcc@bankofbaroda.co.in <p>The procedure for e-bidding will be advised separately by M/S e-procurement technologies ltd. - auction tiger, (appointed by the bank for carrying out the e-auction).</p>	Before 11:00 AM On 09 th March 2021
2.	Allotment of user id & password for e-bidding	
3.	Process of e-bidding E-bidding timings will be from 12.00 P.M. to 01.00 P.M. with unlimited extension of 05 minutes in case amount is increased by the bidders. The incremental amount shall be in multiple of Rs.50.00 lakhs.	10 th March 2021



Since the sale is under Swiss Challenge method, the highest bid will be conveyed to the anchor bidder who has submitted binding / final offer before auction, to enable them to exercise their right under Right to Match the highest bid. Ceteris paribus (other things being equal), the order of preference for selling the asset shall be decided on the basis of Swiss Challenge Method, as follows:

- i. **The SC/RC which has already acquired the highest significant stake in the stressed asset from other banks.**
- ii. **The original bidder.**
- iii. **The highest bidder during the auction under SCM.**

Other Terms & Conditions

1. This E-auction being the SWISS Challenge method only counter bids are expected. The original bidder will be given the First Right of Refusal as they have already given the bid in the above NPA accounts.
2. No bidding for partial amount. Bid will be accepted for the whole amount.
3. The non-fund based exposure in the account/s if any, shall be retained by the bank. The bank shall retain pari-passu charge on the securities relating to un-crystallized non-funded facilities. In case of crystallization of non-funded facilities after the sale, that portion (converted into funded) will also be sold by the bank to the same ARC/ Buyer who will give acceptance for the same through offer letter/ supplementary agreement/ assignment agreement. However, the un-devolved LC and un-invoked BG limits backed by 100% margin by way of FDs will not be offered for sale.
4. Wherever the portion of debt is converted in to equity / other instruments under regulatory norms, such equity / other instrument is excluded from fund based exposure and it shall not be assigned to the prospective buyer.
5. In accordance with the RBI guidelines the first right of refusal will be offered to ARC which has already acquired the highest & at the same time a significant share (25% and above) of the asset, for acquiring the asset by matching highest bid. If any ARCs have a significant share in any account, they are requested to inform in writing giving details of assets taken over before the bidding date.
6. Any ECGC / CGTMSE claim received / to be received in any of the accounts under sale will be retained by the bank and will not be passed on to ARCs /Banks / NBFCs/ FIs.
7. Cut off date would be the date of assignment agreement. Hence, any recovery received in the account till that date will remain with the bank.
8. The sale is "As Is Where is Basis", "As Is What Is Basis" and "Whatever There Is Basis".
9. All sales shall be "Without Recourse" to the bank. In the event of non-realisation of amount out of secured assets, the bank will not be liable to refund anything in part or full.
10. The bids submitted by ARCs / Banks / NBFCs / FIs should be unconditional, irrevocable & binding in all respect. Bid cannot be withdrawn once submitted to the bank and successful bidder has to complete the transaction related to sale of the accounts where they are declared successful bidder in the time bound program as notified in the schedule. Conditional and contingent bids are liable to be disqualified by the bank.

11. Under no circumstances successful bidder can refuse to complete the transaction citing any reason or defects / objection in any account. If they do so, the matter will be reported to RBI & the respective association for taking necessary action.
12. KYC– there will be satisfactory completion of KYC by the seller (BOB) on the buyer.
13. Successful bidder should ensure completion of all statutory / regulatory & other compliances.
14. In case of similar/identical bids, BOB (the seller) will have the final right to decide on the settlement of the asset.
- 15. Settlement of the account will be on 100% Cash basis.**
16. Settlement of the account should be at the earliest, preferably within **T + 2** days from the date of confirmation of the trade.
17. Bank reserves the right to withdraw any account from sale process or reject and / or cancel or defer the entire sale process of the assets / bids without assigning any reason. Bank reserve the right to add / modify / delete any of the terms and conditions at its sole discretion.
18. If any guidelines are changed by RBI during the sale process or before completion of transaction. The same will be binding on the successful bidder.
19. The information provided regarding the NPA accounts at the respective branch is provided in good faith and as available in the records of the bank. The opinion if any of the bank and its officials regarding the accuracy, adequacy and sufficiency of the data has been formed on the basis of records as a person of ordinary prudence and does not represent an opinion of an expert. Bank does not give any warranty of accuracy or correctness of the information. The bidders are urged to conduct their own due diligence, investigation and analysis to arrive at their decisions regarding the above.
20. Please note that all the related expenses viz. taxes / stamp duty / registration charges and all other miscellaneous expenses etc. that may be arising out of the transaction shall be payable by the purchaser.
21. If any dispute arises between the parties in relation to the present sale process, it should be settled by mutual discussion and in case amicable settlement is not reached, it should be subject to the jurisdiction of the court situated in Mumbai.
22. Bidder to give an affidavit that they are in no way connected to or acting on behalf of or in concert or on behalf of any of the above accounts or its promoters, including promoter's family, as per section 29a and other provisions of insolvency and bankruptcy code 2016 (IBC-2016) and amendment thereon, or to any of the potential resolution applicants of above account.



(Mahaveer Gupta)
Deputy General Manager
NPA - Recovery



Date: 03.03.2021
Place: Mumbai

