

TENDER DOCUMENT
FOR SALE OF ASSETS (EXCEPT LAND) OF CHARKHI DADRI UNIT
OF
CEMENT CORPORATION OF INDIA LIMITED,
(“PROPOSED TRANSACTION”)



ISSUED BY:



SBI CAPITAL MARKETS LIMITED, IN ITS CAPACITY
AS “ADVISOR”,

AND:



IFCI LIMITED IN ITS CAPACITY AS “MONITORING
AGENCY”

MAY 03, 2014



DISCLAIMER

This Tender Document is being distributed to Interested Parties (“IPs”) inviting them to participate in the Proposed Transaction.

Neither this Tender Document nor any of the other documents is a prospectus or offer or invitation to the public in relation to the sale of shares, debentures or securities. Neither this Tender Document nor any of the other documents form the basis of, or can be relied upon in any way in connection with, any contract relating to any shares, debentures or securities. In considering an investment in the Proposed Transaction, each IP should make its own independent assessment and seek its own professional, financial and legal advice.

Each IP hereby acknowledges that it has not been induced to participate in the Proposed Transaction by any representation or warranty, express or implied, or relied upon any such representation or warranty save as expressly set out herein. In all cases, IPs should conduct their own investigation and analysis of the asset, the information contained in the Tender Document and any other information provided to or obtained by the IPs.

Whilst the information in the Tender Document has been prepared in good faith, it is not and does not purport to be comprehensive or to have been independently verified. Neither CCI/IFCI/Advisor nor any of its officers or employees, or any of its advisors or consultants, accepts any liability or responsibility for the accuracy, reasonableness or completeness of, or for any errors, omissions or misstatements, negligent or otherwise, relating to, or makes any representation or warranty, express or implied, with respect to, the information contained in the Tender Document or on which such

documents are based or with respect to any written or oral information made or to be made available to any of the IPs or its professional advisors.

The information contained in the Tender Document is selective and is subject to updating, expansion, revision and amendment. It does not, and does not purport to, contain all the information that an IP may require. Neither CCI/IFCI/Advisor nor any of its advisors undertake to provide any IP with access to any additional information or to update the information in the Tender Document or to correct any inaccuracies therein which may become apparent. Each IP must conduct its own analysis of the information contained in the Tender Document and is advised to carry out its own investigation in relation to the business and operations of CCI, the legislative and regulatory regime which applies to CCI and the Charkhi Dadri Unit and any and all matters pertinent to the Proposed Transaction and to seek its own professional advice on the legal, financial, regulatory and taxation consequences of entering into any agreement or arrangement relating to the Proposed Transaction.

The IPs and their Representative(s) agree and maintain that all acts, deeds and things done pursuant to the terms and conditions hereof have and shall be done in good faith and that the IPs and their Representative(s) thereof have understood and have accepted the terms and conditions contained herein. CCI/IFCI/Advisor has relied bona fide on the statements, promises, actions and representations of the IPs and their Representatives and has not made any independent verification of the same. Neither the IPs nor any of their Representative(s) shall have the right to demand nor shall CCI/IFCI or the Advisor be obliged to provide any of the documents or information submitted by the other IPs.

The Tender Document may include certain statements, estimates and targets



with respect to the Proposed Transaction. No representation or warranty is given as to the reasonableness of, and no reliance should be placed on, any statements, estimates, targets or the assumptions on which they may be based and nothing in the Tender Document is, or should be relied on as, a promise, representation or warranty.

The implementation of the Proposed Transaction referred to in this Tender Document is subject to, inter alia, approvals from various concerned authorities. The laws of India shall govern the Tender Document.



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1 DEFINITIONS

In this Tender Document (including the clauses below, appendices, annexure and the schedules hereto), except where the context otherwise requires, the following words and expressions shall mean the following:

“ASC”	:	Shall mean the Asset Sale Committee constituted by BIFR for the purpose of Proposed Transaction.
“Advertisement”	:	Means the advertisement issued by SBICAP, on behalf of IFCI, dated May 3, 2014, in various leading national and local dailies and also posted on the websites of the Advisor, CCI and IFCI for Tender for the Proposed Transaction.
“Advisor/ SBICAP”	:	Shall mean SBI Capital Markets Ltd.
“Auction”	:	Shall have the meaning assigned to it in Clauses 7 and Annexure 9.
“Auction Price”	:	Shall have the meaning assigned to it in Clause 11.7.4.
“Auction Winner/ Winner”	:	Shall have the meaning assigned to it in Clause 11.7.4.
“Auto Bid”	:	Shall have the meaning as more clearly detailed in Clause 11.6.9.
“BIFR”	:	Shall mean the Board for Industrial and Financial Reconstruction.
“Bid(s)”	:	Means offer made by an IP during e-

	:	Auction.
“Bidding Process”/ “Process”	:	Means the process of Due Diligence, submission of Bid, the Auction as specified in this Tender Document and other procedures as may be notified subsequently for completion of Proposed Transaction.
“Buyer”	:	Means the Successful IP.
“Business Rules of Forward Auction”	:	Means rules that will govern e-Auction process detailed in Annexure 9.
“CCI”	:	Shall mean Cement Corporation of India Limited.
“Consortium”/ “Consortium Bidder”	:	Means an unincorporated body comprising of IPs who have come together and agreed or formed an understanding (in writing) to act in concert for the Proposed Transaction, subject to the terms of this Tender Document.
“Due Diligence”	:	Means the Site Visits.
“Earnest Money Deposit”/ “EMD”	:	Means the deposit referred to in clause 4.1
e-Auction	:	An e-Auction conducted in the form of a Forward Auction by M/s e-Procurement Technologies Ltd. in order to determine the Successful IP, more particularly described in Clauses 7 and Annexure 9

“ETL”	:	e-Procurement Technologies Limited.
“FIPB”	:	Means Foreign Investment Promotion Board
Forward Auction	:	English Forward (no ties) Auction more particularly described in Clauses 7 and Annexure 9
“Government” or “GoI”	:	Means the Government of India.
“IFCI” / “Monitoring Agency”	:	Means IFCI Limited, appointed by BIFR as the Monitoring Agency.
“Incremental Value”	:	Shall mean an amount of Rs. 10,00,000 (Ten Lac Only) as elaborated in Clause 11.6.5.
“Interested Party” or “IP” or “Bidder”	:	Includes each of the parties who have submitted Tender for participating in the Proposed Transaction either solely or in a Consortium;
“Lead Member”	:	Means such member of the Consortium who has authorisation from the members of consortium to act as lead member.
"Member"	:	Shall mean a member of a Consortium, bidding for the Proposed Transaction. It is clarified that a member cannot be a Member of more than one Consortium for the purposes of participation in the Proposed Transaction.

“Proposed Transaction”	:	Means the process by which CCI/IFCI/Advisor proposes to offer the assets (except land) of Charkhi Dadri Unit of CCI for sale.
“RBI”	:	Means the Reserve Bank of India.
"Representative(s)"	:	Of any IP, means any director, officer, employee, agent, consultant, advisor, or other representative, including legal counsel, accountant or financial advisor, of such IP.
“Reserve Price”	:	Means the reserve price for the Proposed Transaction fixed by the ASC as published in the Advertisement.
“Rupees/ Rs./ INR”	:	Means the lawful currency of India, the Indian Rupees.
“Sale Consideration”	:	Means the highest bid of Successful IP during the e-Auction.
“Site Visit”	:	Means visit by the IPs to the location of Charkhi Dadri Unit for inspection.
"Successful IP/Successful Bidder"	:	Means the IP whose Bid is accepted as the highest by the ASC.
Tender Document	:	Means this document (as may be amended or supplemented from time to time) issued by the Advisor on behalf of IFCI/CCI to the IPs.

Tender		Means tender submitted by IPs.
“Transaction”	:	Means the sale of assets (except land) of Charkhi Dadri Unit of CCI by CCI/IFCI to the Successful IP.
Address of SBICAP	:	SBI Capital Markets Limited, 202, Maker Tower ‘E’, Cuffe Parade, Mumbai – 400005

2 EXECUTIVE SUMMARY

- 2.1 IFCI Limited (“IFCI”), in its capacity as the Monitoring Agency appointed by Hon’ble Board for Industrial and Financial Reconstruction (“BIFR”), proposes to undertake sale of assets (except land) of Charkhi Dadri Unit (“Unit”) of Cement Corporation of India Limited (“CCP”) on “AS IS WHERE IS AND WHATEVER THERE IS BASIS”, in accordance with the directives of BIFR. SBI Capital Markets Limited (“SBICAP” or “Advisor”) has been appointed as advisor for this purpose. An Asset Sale Committee (“ASC”) has also been constituted by the BIFR for carrying out the sale process. The sale process is proposed to be conducted through the process of an e-Auction and M/s e-Procurement Technologies Ltd. has been appointed to conduct the e-Auction process.
- 2.2 In pursuance of the sale proposal, SBICAP, on behalf of IFCI, issued an Advertisement, a format of which is enclosed as Annexure 1, in various leading national and regional news publications and on websites of CCI, IFCI, the Advisor to invite interested parties (IPs) to participate in the proposed sale subject to meeting the qualification criteria (without conferring any right or expectations whatsoever on those so invited) to further participate in the Proposed Transaction.

- 2.3 A Tender without the EMD shall not be considered and will be rejected outright.
- 2.4 The IPs are further notified that the Bidding Process will include an e-Auction amongst all the qualified IPs.
- 2.5 The Auction will be conducted to determine the Auction Price, Auction Winner and Successful Bidder.
- 2.6 Any question or request for clarification made by IPs shall, in the case of a Consortium, be deemed to be a question or request for clarification from each Member of the Consortium, such that each Member shall be deemed to be aware of the same. IPs acknowledge that IFCI/CCI and Advisor are not obliged to respond to questions or provide clarifications. No extension of any deadline referred to in this Tender Document will be granted on the basis or ground that IFCI/CCI or the Advisor have not responded to any question or provided any clarification.
- 2.7 IPs are hereby notified that during the course of the Bidding Process, IFCI/CCI/Advisor, in their sole discretion, as and when required, may provide additional information, procedural guidelines or draft documentation, etc. and make suitable revisions and/or amendments thereto.
- 2.8 All discussions, questions and correspondence shall be directed in writing through the Advisor unless otherwise

stated. Under no circumstances should the management or employees of CCI/IFCI be contacted directly. All inquiries are to be directed in writing solely to the following representatives of SBICAP. All inquiries are to be sent to ALL the representatives.

Mr. Harkamal Ghuman Vice President SBI Capital Markets Ltd. 202, Maker Tower 'E' Cuffe Parade Mumbai 400 005 Phone : 91-22-22178386 Fax : 91-22-2218 8332/6765 Email : harkamal.ghuman@sbicaps.com	Mr. Amit Kumar Manager SBI Capital Markets Ltd. 202, Maker Tower 'E' Cuffe Parade Mumbai 400 005 Phone : 91-22-22178404 Fax : 91-22-2218 8322/6765 Email : amit1.kumar@sbicaps.com
Mr. Anubhav Dhurka Manager SBI Capital Markets Ltd. 202, Maker Tower 'E' Cuffe Parade Mumbai 400 005 Phone : 91-22-22178589 Fax : 91-22-2218 8322/6765 Email : Anubhav.dhurka@sbicaps.com	

3 THE PROPOSED TRANSACTION

3.1 Background

3.1.1 CCI was declared sick u/s 3(1) (o) of the Sick Industrial Companies (Special Provisions) Act, 1985 (SICA) in August, 1996. IFCI was appointed as the Monitoring Agency and subsequently the Hon'ble BIFR on 3rd May 2006, directed the sale of the non-operating units of CCI.

3.1.2 SBICAP has been retained as the sole advisor by IFCI to assist in the sale of assets (except land) of Charkhi Dadri Unit of CCI ("Proposed Transaction").

3.2 Terms of sale:

3.2.1 Proposed transaction is on 'AS IS WHERE IS AND WHATEVER THERE IS BASIS'.

3.2.2 All assets (except land) are proposed to be sold in one lot. 4 Railway engines will form another four lots separately. The railway engines are ancient having heritage value. The list of the assets and details of locomotives is attached in the Annexure 10.

3.2.3 The **Reserve Price** for the lot consisting all assets except land and 4 railways engines has been fixed at **Rs. 18.30 Crore**. Reserve Price of railway engine has been fixed at Rs. 5 lac per

railway engine.

3.2.4 No liabilities will be transferred to the Buyer.

3.2.5 The quantity indicated, if any, are purely indicative & without any guarantee and CCI/IFCI/Advisor/ASC shall not entertain any claim/ complaint from the Buyer for any deficiency in quantity/ size/ number etc. for recovery of whole or any part of the bid / purchase money, loss of profit/ interest, damages etc.

3.2.6 IPs should thoroughly satisfy themselves about the nature, conditions and quality of the assets. CCI/IFCI/ASC/Advisor gives no guarantee or warranty as to the conditions of the assets / material or / its quality of fitness for any specific purpose or use. It should be clearly understood that no claim / complaint about the quality/conditions/fitness for use will be entertained by CCI/IFCI/ASC/Advisor.

3.2.7 All taxes/duties/levies etc. as applicable and related to purchase of assets shall be borne by the Buyer.

3.2.8 **Force Majure:** CCI/IFCI/ASC/Advisor shall not be liable for any failure or delay in performance due to any cause beyond their control including fires, floods, strikes, go-slow, lock-out, closure, pestilence, dissilience, dispute with staff, dislocation of normal working conditions, war, riots, epidemics, political

upheavals, Governments actions, civil commotion, breakdown of machinery, shortage of labour acts, demand or otherwise or any other cause or conditions beyond the control of aforesaid causes or not and the existence of such cause or consequence may operate at the sole discretion of CCI/IFCI/ASC/Advisor to extend the time of performance on the part of CCI/IFCI/ASC/Advisor by such period as may be necessary to enable CCI/IFCI/ASC/Advisor to effect performance after the cause of delays will have ceased to exist. The provisions aforesaid shall not be limited or abrogated by any other terms of the contract whether printed or written.

3.3 Through this Tender Document, the Advisor is providing the IP's with instructions for submitting their Tender to the Advisor, in order to proceed with the Proposed Transaction.

3.4 This Tender Document contains the following:

- Detailed Eligibility Criteria
- Format of Tender for a sole IP
- Format of Tender for a Consortium of IPs
- Instructions for submission of Tender with Earnest Money Deposit
- Format of Power of Attorney in case of submission of Tender by a Consortium of IPs

- Other Annexure of documents

3.5 IPs if qualified will be eligible to participate further in the Proposed Transaction.

3.6 Subsequently a Site Visit (cost of which need to be borne by the IPs) would be scheduled to facilitate the IPs in their assessment.

3.7 The sale process will be carried out via an e-Auction process, which will be carried out by M/s e-Procurement Technologies Ltd. on behalf of Advisor/IFCI/CCI.

3.8 IPs may note that, in order to participate in the e-Auction, they will need to have a valid digital certificate in their name (in case of an individual)/ Company Name (in case of IP who is registered as a corporate body)/ Name of Lead Member of Consortium issued by any of the certifying authority approved by Government of India. For further details, the IP may contact following representative of M/s e-Procurement Technologies Ltd., whose contact details are presented below:

Mr. Pradip Parmar

E-Procurement Technologies Ltd.,

A – 201 -208, Wall Street – II , Opp. Orient Club ,Nr. Gujarat College, Ellisbridge ,Ahmedabad - 380006, Gujarat

Landline : 079-4000 5444 | **Fax No** : 079 - 40016816 / 76 |

Mobile : +91 09328657215

Email Id : pradip@abcprocure.com

IPs may note that this is part of the Eligibility Criteria prerequisite to submit Tender; they are advised that the digital certificate issued by the Certifying Authority will be necessary to participate in the e-Auction and no IP will be qualified without this digital certificate.

- 3.9 Tender is liable to be rejected in case the ASC is not satisfied with the qualifying criteria of the IPs or for any other reason deemed fit, without assigning any cause whatsoever.
- 3.10 CCI/IFCI/SBICAP reserves the right to modify/cancel or call off the Proposed Transaction without assigning any reason whatsoever. It also reserves the right to call for any additional document/information from the IPs that may be considered necessary.
- 3.11 The Advisor/CCI/IFCI reserves the right not to respond to questions raised or provide clarifications sought, in their sole discretion. Nothing in this document shall be taken or read as compelling or requiring the Advisor/ CCI/IFCI to respond to any question or to provide any clarification. No extension of any time and date referred to in this Tender Document shall be granted on the basis or grounds that

the Advisor/CCI/IFCI has not responded to any question/ provided any clarification.

- 3.12 In case of any dispute between the parties in respect of interpretation of the terms of Advertisement, Tender Document or anything arising there from, such dispute or difference shall be referred to the Chairman, ASC. The Chairman of ASC shall be empowered to adjudicate and decide the disputes, if any, between the parties and his decision shall be final, conclusive and binding on both the parties. The laws of Union of India shall govern all matters relating to the Proposed Transaction. All disputes will be subject to jurisdiction of the Courts at Delhi (with exclusion of all other Courts).

4 THE PROCESS

- 4.1 IPs needs to submit their Tender (in the format given in Annexure 2 in case of sole IP and in Annexure 3 in case of Consortium of IPs along with all enclosures in a closed envelope clearly written “Tender for assets (except land) of Charkhi Dadri Unit of Cement Corporation of India Limited” before June 2, 2014 at SBICAP Mumbai Office address mentioned elsewhere in this Tender Document along with Earnest Money Deposit (“EMD”) equivalent to 5% of the Reserve Price of the assets(s) that IP has bid for.
- 4.2 No telex/telegraphic/faxed/ email tender will be accepted.
- 4.3 Tender of an IP will be rejected unless it conforms to the eligibility criteria as laid down in Clause 5.
- 4.4 All payments required to be made hereafter during the Proposed Transaction, by the IPs/ Successful IP, unless otherwise specified, will be in the following manner:
- 4.4.1 EMD by way of a pay order/ demand draft drawn on a scheduled commercial bank approved by the Reserve Bank of India excluding co-operative/rural banks drawn in favour of “**IFCI Ltd. A/c. Cement Corporation of India Limited**”, payable at New Delhi. **IP are required to submit separate EMD demand drafts for each asset that IP has bid for.**
- 4.4.2 Cheques or any other form of payment will not be acceptable in any case. Payment made in any other manner shall be rejected outright and the IP/Successful IP shall be disqualified from the Proposed Transaction, even if it is the Auction Winner and has submitted the highest Bid.
- 4.5 ASC reserves the right to accept or reject any Tender without assigning any reasons or cause whatsoever.
- 4.6 The qualified IPs who will be notified about their qualification will be permitted to conduct a Due Diligence exercise in the form of Site Visit. The schedule of the same will be notified in due course of time.
- 4.7 EMD for IPs not qualified for this Proposed Transaction will be returned within 7 days of the last date of submission of Tender.
- 4.8 After Due Diligence all qualified IPs will participate in e-Auction (the e-Auction process is explained in Clauses 7 and Annexure 9 of this document). The date of the e-Auction will be intimated to qualified IPs in due course of time.
- 4.9 Successful IP will be announced after completion of the auction and the same will be intimated to the Successful IP.

- 4.10 The other IPs not declared Successful IP will be returned their EMD, without any interest after 30 days from the date of declaration of the Successful IP.
- 4.11 The Successful IP will have to make the payment as per the schedule provided in the Clause 8 of this document.
- 4.12 The Successful IP will have to make the arrangements for taking out all the assets as per the time explained in Clause 8 of this document.
- 4.13 In case of any dispute in respect of interpretation of the terms of Tender Document or anything arising there from, such dispute or difference shall be referred to the Chairman, ASC. The Chairman of the ASC shall be empowered to adjudicate and decide the disputes, if any, between the parties and his decision shall be final, conclusive and binding on all the parties. All disputes will be subject to the exclusive jurisdiction of the Courts at Delhi. The laws of the Union of India shall govern all the matters relating to the Proposed Transaction.

5 ELIGIBILITY CRITERIA

- 5.1 Any individual (resident of India, non-resident Indian or a person of Indian origin, as defined under Foreign Exchange Management Act, 1999), trust, co-operative society, private limited company, public limited company, sole proprietary firm or a partnership firm, all registered in India or a company registered outside India, which is eligible to invest in India under the laws of India (subject to such parties obtaining all statutory approvals from GoI/FIPB/RBI etc. by themselves) (“**Interested Parties or IP/s**”).
- 5.2 Consortium of IPs (“**Consortium**”/ “**Consortia**”) may also participate in the Transaction. Members of one Consortium are not eligible to be a member of another Consortium. Members of the Consortium are also not permitted to participate as a sole IP. A Consortium can have maximum of 5 Members and the Lead Member should contribute more than 51% of the net worth of the consortium.
- 5.3 IP/s should not have been convicted by a court of law or indicted/ have any adverse order passed against them by any other regulatory authority in any matter involving a grave offence and/ or which casts a doubt on its ability to participate in the Proposed Transaction. Further such

entities or their sister concerns should not have any charge sheet filed against them by any agency of Government of India or any court of law, which involves a matter concerning security and integrity of India. The mere fact that an appeal against any such order mentioned above is pending in any court of law or any regulatory authority will not affect the disqualification.

- 5.4 Tender by a Consortium shall not be considered if it leads to reduction in competition. Decision of the ASC in this regard would be final.
- 5.5 There should be no change in the Consortium structure after submission of the Tender right up to the stage of paying full consideration, if the said Consortium is declared as the Successful Bidder. If there are any changes in the Consortium structure the Advisor/CCI/IFCI/ASC reserves the right to restrict further participation in the Proposed Transaction by the said Consortium or/and its members.
- 5.6 IPs should be legally competent to enter into contract as per prevailing laws.
- 5.7 IPs should enclose along with Tender the documentary proof that it has the liquidity, line of credit and other financial means to meet the bid price. A certificate from a chartered accountant in this regard should be enclosed.

- 5.8 Copy of digital certificate for participating in an e-Auction should be annexed.
- 5.9 Power of attorney for designated signatory for signing/submitting the Tender should be enclosed.
- 5.10 Power of attorney to Lead Member by other members of the Consortium in the format attached in Annexure 11 should be enclosed.
- 5.11 Income tax assessment orders for the last three years should be enclosed along with Tender.

6 THE TENDER

6.1 The Tender will consist of following:

6.1.1 Tender given in format of Annexure 2 in case of sole IP and Annexure 3 in case of a Consortium of IPs.

6.1.2 An Earnest Money Deposit (“EMD”). EMD shall be 5% of the Reserve Price of assets that IP has bid for. All the IPs are required to submit EMD demand drafts for each asset separately. Assets offered for sale are mentioned as under:

No.	Particulars	Reserve Price (Rs. Lacs)
1	Assets in a single lot (except land and 4 railways engines)	1830.00
Railway Engines		
2	Ruhrathaler locomotive S.I. No.3331	5.00
3	Ruhrathaler locomotive S.I. No.3332	5.00
4	SAN Locomotive	5.00
5	FOWLER Locomotive	5.00

6.1.3 EMD shall be furnished in the form of a demand draft/pay order drawn in favour of “**IFCI Ltd. A/c. Cement Corporation of India Limited**”, payable at New Delhi.

6.1.4 The demand draft/ pay order for EMD is to be signed by the IP on the reverse side. The signature must be of a duly

authorised Representative of the IP.

6.1.5 All alterations, deletion, over writing or modification if any in the Tender should be duly authenticated by the authorised signatory.

6.1.6 be accompanied by copy of approvals/completed application forms, with all the requisite enclosures for all requisite regulatory, governmental or other statutory approvals. Such approvals are to be obtained by the IPs to enable them to participate and complete the Proposed Transaction.

6.1.7 give details of sources of finance as per the format enclosed in Annexure 4. Tender without the said details will be rejected outright.

6.1.8 include a certificate from a Chartered Accountant as evidence of adequate funds to comply with the Proposed Transaction, irrespective of all other considerations as per the format enclosed in Annexure 5. Tender without the said Certificate will be rejected outright.

6.1.9 include a Litigation Impact Statement as per format given in Annexure 6.

6.1.10 Include relevant certified Board Resolutions and/or documents empowering the Authorised Representative(s) for submitting the Tender, executing the documents and for

carrying out all such acts and deeds required for the completion of the Proposed Transaction.

6.1.11 Include a list of nominated person(s), to receive training on the e – Auction process as per Annexure 7.

6.1.12 Include adequate proof as per Annexure 8 that the IP has procured a valid digital certificate as per Information Technology Act-2000, using which they can digitally sign their electronic bids. IPs can procure the same from any of the CCA approved certifying agencies, or they may contact **e-Procurement Technologies Ltd.** at below mentioned address and they will assist them in procuring the same.

Mr. Pradip Parmar

E-Procurement Technologies Ltd.,

A – 201 -208, Wall Street – II , Opp. Orient Club ,Nr. Gujarat College,

Ellisbridge ,Ahmedabad - 380006, Gujarat

Landline : 079-4000 5444 | **Fax No** : 079 - 40016816 / 76 |

Mobile : +91 09328657215

Ph.Nos. : +91 79 4001 6850 / 6831 / 6869 / 6847

6.1.13 IPs are requested to be ready with the same well in advance to avoid any last minute complex situations and smoothly participate in the e-Auction.

6.1.14 It is the sole responsibility of the IPs to ensure that Tender is **hand delivered** at the designated office of SBICAP in sealed envelopes at the address, date(s) and time to be communicated separately.

6.1.15 IPs are advised to obtain an acknowledgment evidencing delivery of the Tender and other documents.

6.2 It is the IP's sole responsibility to identify any material steps to be undertaken prior to submitting the Tender including corporate/governmental/shareholders approvals.

6.3 EMD provided by the IPs, who are not declared Successful IP, will be returned after a period of 30 days from the date of declaration of the Successful IP except where the amount may be forfeited in terms of the provisions of the Tender Document. EMD would not carry any interest whatsoever.

6.4 If at any time either CCI/IFCI or the Advisor require any clarification or further information regarding the Tender, CCI/IFCI may, through its Advisor, request any IP to provide, within a reasonable period of time, such clarification or information. The response to any request for any clarification or information so requested will be deemed to be a part of the concerned IP's Tender.

- 6.5 Any adverse change in a material fact/information about any IP/Successful IP as submitted with the Tender, which may affect its capacity to participate in the Proposed Transaction in the opinion of the Advisor/CCI/IFCI/ASC, shall disqualify the IP/Successful IP from participating further in the Proposed Transaction. Any amount paid by the Successful IP shall be forfeited without providing any notice or intimation to the IP.
- 6.6 Notwithstanding anything to the contrary contained in this Tender Document, CCI/IFCI/Advisor has the right, exercisable at its sole discretion, to accept or reject any Tender, without assigning any reasons for the same.

7 AUCTION RULES

- 7.1 Post receipt of Tender, IPs, who have submitted all the requisite documents as mentioned therein, and have fulfilled all the laid down eligibility criteria, will be eligible to participate in an e-Auction to determine the Successful IP.
- 7.2 The e-Auction will be conducted in the form of a forward auction by M/s e-Procurement Technologies Ltd. and is scheduled to be held on a single day to be intimated to qualified IPs in due course of time and will be governed by the Business Rules for Forward Auction as specified in Annexure 9.
- 7.3 IP, who has submitted the highest bid during the e-Auction would be declared as the Successful IP, provided its bid is equal to or higher than the Reserve Price.
- 7.4 The Successful IP would also be informed in writing and on receipt of approval from the appropriate authorities about its declaration as Successful IP.
- 7.5 CCI/IFCI/SBICAP shall not entertain any complaints or objections once the e-Auction is over.
- 7.6 CCI/IFCI/SBICAP shall reserve the right to cancel or postpone the e-Auction at any time. The e-Auction may be withdrawn without assigning any reasons whatsoever.
- 7.7 Mere announcement of an IP as a Successful IP does not amount to a guarantee for acceptance of the bid. Acceptance of the bid shall be subject to approval of the appropriate authorities, which shall be communicated to the Successful IP on receipt.
- 7.8 In all matters relating to the e-Auction, decision of CCI/IFCI/ ASC shall be final and binding.

8 TERMS OF PAYMENT & TRANSFER OF ASSETS

8.1 The Successful IP shall be required to pay the Sale Consideration in three installments, as per the schedule listed below in Table 1. Notwithstanding the above, the Successful IP can pay the Sale Consideration earlier if it so wishes.

TABLE 1: PAYMENT SCHEDULE

Installment	Amount of payment	Time of Payment	Remark
Installment 1	5% of the Sale Consideration minus EMD already paid	Within 3 days from the Date of Notification as Successful IP*.	In case of failure to pay within the stipulated time, amount paid as EMD will be immediately forfeited without giving any notice or intimation to the Successful IP.
Installment 2	45% of the Sale Consideration minus EMD already paid	Within 15 days from the Date of Notification as Successful IP*.	In case of failure to pay within the stipulated time, amount paid as EMD and

Installment	Amount of payment	Time of Payment	Remark
			Installment 1 will be immediately forfeited without giving any notice or intimation to the Successful IP.
Installment 3	50% of the Sale Consideration	Within 30 days of the Date of Notification as Successful IP*.	In case of failure to pay within the stipulated time, amounts paid in Installment 1, Installment 2 and towards EMD will be forfeited immediately without giving any notice or intimation to the Successful IP.

* For the purpose, the Date of Notification shall mean, the date on which intimation regarding the final acceptance of the bid is dispatched to the Successful IP by Registered Post (A.D.)/ Speed Post at its notified address by the Advisor/CCI/IFCI.

Please note that Sale Consideration of assets under sale shall be exclusive of all taxes/duties/any other levies as applicable and same shall be borne by the buyer without any recourse to CCI/IFCI/ASC/Advisor.

- 8.2 In case of failure to pay the Sale Consideration by the Successful IP, within the stipulated time, the amount paid towards EMD will be forfeited.
- 8.3 In case the Successful IP fails to meet any of its obligations specified in the Tender Document, the EMD will be immediately invoked without giving any notice or intimation to the Successful IP.
- 8.4 In case of delayed payments on account of extension of time granted, if any, interest @ 15% p.a. will be charged for such extension.
- 8.5 On the declaration of the Successful IP, the EMD paid by other unsuccessful qualified IPs shall be refunded after a period of 30 days from the day of declaration of the Successful IP, provided the next highest qualified IP, so on & so forth, has not been called and discharge its obligations as required there under, in the event of non-performance of any obligations by the first Successful IP. The EMD will not carry any interest whatsoever.
- 8.6 After receipt of 100% Sale Consideration, the Successful IP will be given six months time during which the Successful IP will have to dismantle the assets of the Unit

and take out the same at its own cost and clear the land free from any obstruction, buildings etc. If the same is not completed within the mentioned timeframe ASC/IFCI/CCI/Advisor will reserve the right to extend the period on Successful IP's request if received, by maximum of one month only subject to payment of Rs.3 lakh per calendar day towards charges & penalties for the extended period.

The Successful IP will also deposit with CCI cash or furnish performance bank guarantee for value of 5% of sale consideration amount at the time of making final payment valid for one year from a scheduled commercial bank for removal of all movables assets from the site within the stipulated period of six months from the date of final payment.

9 ISSUE OF ADDENDA AND EXTENSION OF TIME

- 9.1 At any time prior to the deadlines for submission of the Tender/holding of the e-Auction or any change/extension of such deadline made, ASC/IFCI/Advisor may, for any reason, whether at its own initiative or in response to clarifications requested by any IP, modify the Tender Document or vary any of the terms of the Proposed Transaction or the Bidding Process by the issuance of one or more addenda, without giving any reasons thereto. The response required from IPs to any addendum shall be specified in detail in the relevant addendum and the response thereto will be deemed to constitute a part of the concerned IP's Tender.
- 9.2 ASC/IFCI/Advisor may, at any time, without giving any reason thereof, change/extend the deadlines and shall communicate such change/extension individually to each IP.

10 GENERAL INSTRUCTIONS TO QIPs

- 10.1 The information in this Tender Document does not constitute a binding offer or obligation of CCI/IFCI/Advisor to sell assets (except land) of Charkhi Dadri Unit of CCI. CCI/IFCI/Advisor reserves the right to reject, in its sole discretion, the Tender, if it considers necessary to do so, and/or to withdraw from the Proposed Transaction or any part of the Process or to vary any of its terms at any time without giving any reason thereof and/or to require the IPs to submit revised Tender on such basis as CCI/IFCI/Advisor may determine.
- 10.2 CCI/IFCI/Advisor reserve the right not to respond to any questions raised by the IPs or defer answering any questions without assigning any reasons for such refusal/deferral.
- 10.3 All costs, expenses and liabilities incurred by each IP/Successful IP in connection with the Proposed Transaction, including (without limitation) in connection with the Due Diligence, preparation and/or submission of the Tender, including fees and disbursements of its own advisor, if any, shall be borne and paid by such IP, whether its Tender is accepted or rejected for any reason, and CCI/IFCI/Advisor does not take any liability whatsoever in this connection.
- 10.4 Requesting and/or receiving Tender will not constitute an invitation or commitment by CCI/IFCI/Advisor to enter into any agreement, undertaking or covenant with an IP.
- 10.5 All deadlines set out by CCI/IFCI/Advisor as outlined in this Tender Document and others which may be notified from time to time during the course of the Due Diligence and the Bidding Process must strictly be adhered to.
- 10.6 CCI/IFCI/Advisor reserves the right to change the timing and any other aspect of the Proposed Transaction (including whether to proceed with the Proposed Transaction) at any time without giving any reason thereof.
- 10.7 Obtaining of necessary approvals/ licences for the purchase shall be the sole responsibility of the Successful IP. CCI/IFCI/Advisor shall have no obligation towards the Successful IP for the purpose.

11 DISQUALIFICATION

11.1 Without prejudice to any other rights or remedies of CCI/IFCI/Advisor, CCI/IFCI/Advisor shall be entitled, in its sole discretion, to determine that an IP is to be disqualified and its Tender dropped from further consideration for any of the reasons not limited to the ones listed below:

- 11.1.1 the IP commits a fraud/ makes a misstatement/ misrepresentation of any kind, whether written or oral, and whether in the Tender, supporting documentation or otherwise; or
- 11.1.2 the Tender is not submitted in accordance with the provision of this Tender Document; or
- 11.1.3 the Tender submitted by the IP is inconsistent with the Section “The Tender” in any respect or fails to comply with any other requirement of this Tender Document; or
- 11.1.4 the IP fails to promptly comply with reasonable requests of CCI/IFCI/Advisor for further information or clarification in relation to the Tender; or
- 11.1.5 a supervisor, receiver, administrator or liquidator or other encumbrances takes possession of or is appointed over or any distress, execution or other process is levied or enforced (and

not discharged within 21 days) upon the whole or any substantial part of the assets of the IP; or

- 11.1.6 a court petition is presented or a meeting is convened for the purpose of considering the winding up, bankruptcy or dissolution of the IP or if relevant circumstances come into existence which would permit such a court petition to be presented; or
- 11.1.7 the IP purports to withdraw or revise its Tender (except otherwise provided in this Tender Document); or
- 11.1.8 the IP submits a conditional Tender; or
- 11.1.9 The IP fails to make the payment of the Auction Price as mentioned in this Tender Document; or
- 11.1.10 The IP fails to execute any of the documents as and when invited by CCI/IFCI/Advisor to do so.
- 11.2 Canvassing in connection with the Proposed Transaction is strictly prohibited and the Tender submitted by the IP who resorts to canvassing shall be rejected summarily.
- 11.3 Any other eventuality mentioned in the Tender Document, which may disqualify the IP for further participation in the Proposed Transaction.
- 11.4 Determination Conclusive:

11.4.1 CCI/IFCI/Advisor's determination that one of the above events has occurred (or that one of the above reasons applies) shall be final and conclusive.



**ANNEXURE 1: FORMAT OF
ADVERTISEMENT ISSUED**



ANNEXURE 2: TENDER FOR SOLE IP

(To Be Typed On the Letterhead of the IP)

Ref No:

Date:

Mr. Harkamal Ghuman
Vice President
SBI Capital Markets Ltd.
202, Maker Tower 'E'
Cuffe Parade
Mumbai 400 005

Dear Sir,

Subject: Submission of Tender for purchase of assets (except land) of Charkhi Dadri Unit of Cement Corporation of India (CCI)

With reference to the advertisement dated _____, in _____ (name of source of advertisement), and after having read and understood the Tender Document dated _____, for sale of assets (except land) of Charkhi Dadri Unit of CCI, we _____ (name of the IP), _____ (status, viz. [individual (Indian resident, NRI, Person of Indian Origin)], proprietorship, partnership, trust, society, company, as may be applicable) having registered office/ principle place of business at _____ wish to express our interest as _____ to purchase assets (except land) of Charkhi Dadri Unit of Cement Corporation of India (CCI).

Our interest in assets (except land) is indicated below:

No.	Particulars	Reserve Price (Rs. Lacs)	Interest
1	Assets in a single Lot (except land and 4 railways engines)	1830.00	Yes/No
Railway Engines			
2	Ruhrthaler Locomotive S.I. No.3331	5.00	Yes/No
3	Ruhrthaler Locomotive S.I.No.3332	5.00	Yes/No
4	SAN Locomotive	5.00	Yes/No
5	FOWLER Locomotive	5.00	Yes/No

A. I/we believe that I/we satisfy the eligibility criteria set out in the relevant section of the Tender Document.

B. We _____ (Name of IP), hereby certify that,

- 1 We have studied and understood the terms of the Tender Document and confirm our agreement to them.

- 2 We are competent to contract under Indian Contract Act, 1872, Foreign Exchange Management Act, 1999 and all other laws that may be applicable in the matter.
 - 3 There is no conviction by a Court of Law or indictment or any adverse order passed against us by any regulatory authority in any matter involving a grave offense and/or which casts a doubt on our ability to enter in this transaction.
 - 4 There is no charge sheet filed against us by any agency of the Government of India or any court of law which involves a matter concerning the security and integrity of India.
 - 5 There is no litigation (including court, arbitration, summary suits and other proceedings) current or pending against us, which might have a material adverse effect on our ability to enter into the Proposed Transaction.
 - 6 There is no investigation by any regulatory authority which is pending against me/proprietorship/partnership/trust/co-operative society/the company or any of our associates/sister concerns or against the partner, trustees, CEO, any Directors/Managers/ employees, which might have a material adverse effect on our ability to enter into the Proposed Transaction.
- C. I/We further agree that I/we will not be allowed to remain associated or get associated with the Proposed Transaction merely because I/we have preferred an appeal against the orders passed by any court of law or any regulatory authority as set out in the preceding paragraphs based on which we may be disqualified to participate in the Proposed Transaction.
- D. I/We undertake that in case due to any change in facts or circumstances during the pendency of the process of participation in the Proposed Transaction, I/we am/are attracted by the provisions of disqualification in terms of the Tender Document, I/we would intimate the Advisor of the same immediately.
- E. As required, we are enclosing the following documents:
- 1 Memorandum and Articles of Association/Document of Constitution, i.e., Partnership Deed, Trust Deed, etc., as may be applicable.
 - 2 A certificate duly signed by our Company Secretary/ any other officer in charge of legal affairs, stating that we are eligible to participate in the Proposed Transaction in terms of Clause _____ of our Memorandum and Articles of Association/_____ name of Document of Constitution, viz., Partnership Deed, Trust Deed, etc. as may be applicable. (specific reference to the said provision may be drawn).
 - 3 Audited Financial Statements/Annual Reports for the previous three financial years.
(Notes: (i) In addition to the Audited Financial Statements, IPs who are natural persons, i.e., individuals, shall also provide proof of identity (copy of passport/ PAN card/Driving License), income tax filings and assessment orders for the last three years, a letter from a bank establishing his identity, details of bank account statements for the last three years for the account maintained with them and duration of banking relationship.
(ii) For IPs incorporated during the last 2 years which, subject to compliance with all applicable laws, do not have audited financial statements as on March 31, 2012, then Balance Sheet and Profit & Loss Account for March 31, 2013 (if audit has been completed) or provisional Balance Sheet and Profit & Loss Account of the IP for March 31, 2013 as certified by its Board of Directors/ any other governing body should be

- submitted.)
- 4 A certificate from a Chartered Accountant stating our net worth as on a date not earlier than 31st March 2013. Relevant details showing how the net worth has been arrived at, is also indicated.
 - 5 Details of the source of fund as per the format of Annexure 4.
 - 6 We acknowledge and agree that in the event we are declared as Successful Bidders, the Earnest Money Deposit paid by us, vide DD No..... dated drawn onBank equivalent to Rs. _____ Lacs for _____ (Mention the details of EMD submitted separately for each asset) (enclosed herein) shall stand forfeited on the occurrence of any of the events of default mentioned in the Tender Document for the purpose.
 - 7 Details of all contingent liabilities that, if materialized, have or would reasonably be expected to have a material adverse effect on my/our business, operations (or results of operations), assets, liabilities and/or financial condition and/ or our capacity to consume the Proposed Transaction.
 - 8 Our profile containing information on our/ our Group's areas of operations.
 - 9 Any other information considered necessary for the purpose of the Proposed Transaction.
 - 10 Details of the Contact Person, including Name, Designation, Address, Tel. no., Fax No., Email Id.
 - 11 Details of nominated suitable personnel in the format as provided in Annexure 7 from our side to take the training on the auction tool and understand the functionality of the same thoroughly. We will not hold CCI/IFCI/ SBICAP/ETL responsible and liable in any manner whatsoever in case we fail to nominate the said personnel for the above mentioned training.
 - 12 We confirm that CCI/IFCI/SBI Capital Markets Ltd./ETL shall not be liable & responsible in any manner whatsoever for my/our failure to access & bid on the e-Auction platform due to loss of internet connectivity, electricity failure, virus attack, problems with the computer/laptop, any other unforeseen circumstances etc. before or during the auction event.
 - 13 As required, please find attached a litigation impact statement as per the format provided in Annexure 6.
 - 14 As required, please find attached proof for a valid digital signature as per the format provided in Annexure 8.
 - 15 We undertake that we will honour the bids placed by us during the Bidding Process.
 - 16 Any other corporate/statutory approval required for bidding for the Proposed Transaction.
 - 17 The undersigned is authorized representative of the company with the authority to.
 - o To submit for and on behalf of the Company, the Tender, proposal(s), application(s) etc., with CCI, SBI Capital Markets Limited (“**SBI Caps**”), and / or IFCI Ltd. (“**IFCI**”) and for this purpose sign, execute, make and file any applications, affidavits, undertakings, indemnities and declarations, etc.;



- To receive notices, orders, letters, original letters of approval etc. issued by CCI, SBI Caps and/ or IFCI and to respond to such notices and letters and / or provide oral or written clarifications.
 - To represent the Company in all the meetings related to the Proposed Transaction to be held with CCI, SBI Caps and / or IFCI and / or their representatives, agents, legal advisors or any such persons acting for and on behalf of CCI, SBI Caps and / or IFCI in connection with the Proposed Transaction.
 - To represent the Company in submitting any other document, to participate in the e-Auction and to sign, execute and deliver all such writings, documents as may be required.
 - To execute, affirm and deliver and to present for registration all applications, clarifications, agreements, documents etc., as may be required in this regard.
- F. We hereby declare that the information stated/ furnished herein above is complete and absolutely correct and any error or omission therein, accidental or otherwise, will be sufficient justification for the Advisor/CCI/IFCI/ASC to reject our Tender and/or to restrict us from participation in the Proposed Transaction at any stage hereafter.

Thanking You,

Yours sincerely,

For _____ (name of IP),
_____(Signature of authorized representative)
_____(Name)
_____(Designation)



ANNEXURE 3: TENDER (IN CASE OF CONSORTIUM OF IPS)

(To Be Typed On the Letterhead of the Lead Member)

Mr. Harkamal Ghuman
 Vice President
 SBI Capital Markets Ltd.
 202, Maker Tower 'E'
 Cuffe Parade
 Mumbai 400 005

Dear Sir,

Subject: Submission of Tender for purchase of assets (except land) of Charkhi Dadri Unit of Cement Corporation of India (CCI)

With reference to the advertisement dated _____, in _____ (name of source of advertisement), and after having read and understood the Tender Document dated _____, for sale of assets (except land) of Charkhi Dadri Unit of CCI, we the Consortium formed of

Sl. no.	Name of the IP	Status *	Address of Registered Office/principle place of business	% of share holding in the Consortium	Contribution to the Net worth of the Consortium ** (In figures and
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					% of the total Net worth)
1	Lead Member				
2	Other Members				
				Total	

* Individual (Indian resident, NRI, Person of Indian Origin), proprietorship, partnership, trust, society, company, as may be applicable

** As required under the eligibility criteria. A certificate from chartered accountant has been furnished in respect of each of the IP.

wish to express our interest to purchase assets (except land) of Charkhi Dadri Unit of Cement Corporation of India (CCI).

A. We believe that we satisfy the eligibility criteria set out in the relevant section of the Tender Document.



*B. We _____ (name of the Lead Member), on behalf of all the member of the Consortium hereby certify that,

- 1 We have studied and understood the terms of the Tender Document and confirm our agreement to them.
- 2 We are competent to contract under Indian Contract Act, 1872, Foreign Exchange Management Act, 1999 and all other laws that may be applicable in the matter.
- 3 There is no conviction by a Court of Law or indictment or any adverse order passed against us by any regulatory authority in any matter involving a grave offense and/or which casts a doubt on our ability to enter in this transaction.
- 4 There is no charge sheet filed against us by any agency of the Government of India or any court of law which involves a matter concerning the security and integrity of India.
- 5 There is no litigation (including court, arbitration, summary suits and other proceedings) current or pending against us, which might have a material adverse effect on our ability to enter into the Proposed Transaction.
- 6 There is no investigation by any regulatory authority which is pending against me/proprietorship/partnership/trust/co-operative society/the company or any of our associates/sister concerns or against the partner, trustees, CEO, any Directors/Managers/ employees, which might have a material adverse

effect on our ability to enter into the Proposed Transaction.

*C. We further agree that we will not be allowed to remain associated or get associated with the Proposed Transaction merely because I/we have preferred an appeal against the orders passed by any court of law or any regulatory authority as set out in the preceding paragraphs based on which we may be disqualified to participate in the Proposed Transaction.

*D. We undertake that in case due to any change in facts or circumstances during the pendency of the process of participation in the Proposed Transaction, I/we am/are attracted by the provisions of disqualification in terms of the Tender Documents, I/we would intimate the Advisor of the same immediately.

*E. As required, we are enclosing the following documents:

- 1 Memorandum and Articles of Association/Document of Constitution, i.e., Partnership Deed, Trust Deed, etc., as may be applicable.
- 2 A certificate duly signed by our Company Secretary/ any other officer in charge of legal affairs, stating that we are eligible to participate in the Proposed Transaction in terms of Clause _____ of our Memorandum and Articles of Association/_____ name of Document of Constitution, viz., Partnership Deed, Trust Deed, etc. as may be applicable. (specific reference to the said provision may be drawn).
- 3 Audited Financial Statements/Annual Reports for the previous

* Also required separately for each member of the Consortium on their respective letterheads.

three financial years.

(Notes: (i) In addition to the Audited Financial Statements, IPs who are natural persons, i.e., individuals, shall also provide proof of identity (copy of passport/ PAN card/Driving License), income tax filings and assessment orders for the last three years, a letter from a bank establishing his identity, details of bank account statements for the last three years for the account maintained with them and duration of banking relationship.

(ii) For IPs incorporated during the last 2 years which, subject to compliance with all applicable laws, do not have audited financial statements as on March 31, 2012, then Balance Sheet and Profit & Loss Account for March 31, 2013 (if audit has been completed) or provisional Balance Sheet and Profit & Loss Account of the IP for March 31, 2013 as certified by its Board of Directors/ any other governing body should be submitted.)

- 4 A certificate from a Chartered Accountant stating our net worth as on a date not earlier than 31st March 2013. Relevant details showing how the net worth has been arrived at, is also indicated.
- 5 Details of the source of fund as per the format of Annexure 4.
- 6 We acknowledge and agree that in the event we are declared as Successful Bidders, the Earnest Money Deposit paid by us, vide DD No..... dated drawn onBank equivalent to Rs._____Lac (enclosed herein) (Mention the EMD details for each asset IP has bid for separately) shall

stand forfeited on the occurrence of any of the events of default mentioned in the Tender Document for the purpose.

- 7 Details of all contingent liabilities that, if materialized, have or would reasonably be expected to have a material adverse effect on my/our business, operations (or results of operations), assets, liabilities and/or financial condition and/ or our capacity to consume the Proposed Transaction.
- 8 Our profile containing information on our/ our Group's areas of operations.
- 9 Any other information considered necessary for the purpose of the Proposed Transaction.
- 10 Details of the Contact Person, including Name, Designation, Address, Tel. no., Fax No., Email Id.
- 11 Details of nominated suitable personnel in the format as provided in Annexure 7 from our side to take the training on the auction tool and understand the functionality of the same thoroughly. We will not hold CCI/IFCI/ SBICAP/ETL responsible and liable in any manner whatsoever in case we fail to nominate the said personnel for the above mentioned training.
- 12 We confirm that CCI/IFCI/SBI Capital Markets Ltd./ETL shall not be liable & responsible in any manner whatsoever for my/our failure to access & bid on the e-Auction platform due to loss of internet connectivity, electricity failure, virus attack, problems with the computer/laptop, any other unforeseen circumstances etc. before or during the auction event
- 13 As required, please find attached a litigation impact statement



as per Annexure 6.

- 14 As required, please find attached proof for a valid digital signature as per Annexure 8.
- 15 We undertake that, we will honour the bids placed by us during the Bidding Process.
- 16 Any other corporate/statutory approval required for bidding for the Proposed Transaction.
- 17 The undersigned is authorized representative of the Consortium with the authority to.
 - To submit for and on behalf of the Consortium, the Tender, proposal(s), application(s) etc., with CCI, SBI Capital Markets Limited (“SBI Caps”), and / or IFCI Ltd. (“IFCI”) and for this purpose sign, execute, make and file any applications, affidavits, undertakings, indemnities and declarations, etc.;
 - To receive notices, orders, letters, original letters of approval etc. issued by CCI, SBI Caps and/ or IFCI and to respond to such notices and letters and / or provide oral or written clarifications.
 - To represent the Consortium in all the meetings related to the Proposed Transaction to be held with CCI, SBI Caps and / or IFCI and / or their representatives, agents, legal advisors or any such persons acting for and on behalf of CCI, SBI Caps and / or IFCI in connection with the Proposed Transaction.
 - To represent the Consortium in submitting any other document, to participate in the e-Auction and to sign,

execute and deliver all such writings, documents as may be required.

- To execute, affirm and deliver and to present for registration all applications, clarifications, agreements, documents etc., as may be required in this regard.

♣.We hereby declare that the information stated/ furnished herein above is complete and absolutely correct and any error or omission therein, accidental or otherwise, will be sufficient justification for the Advisor/CCI/IFCI/ASC to reject our Tender and/or to restrict us from participation in the Proposed Transaction at any stage hereafter.

Thanking You,

Yours sincerely,

For _____ (name of Lead Member),
 _____(Signature of authorized
 representative)
 _____(Name)
 _____(Designation)

♣ Also required separately for each member of the Consortium on their respective letterheads.



ANNEXURE 4: DETAILS OF SOURCE OF FINANCE:

(To be submitted on the letterhead of the IP/ Lead Member of the Consortium)

Reference No..... Date

Mr. Harkamal Ghuman
 Vice President
 SBI Capital Markets Ltd.
 202, Maker Tower 'E', Cuffe Parade
Mumbai 400 005

Dear Sir,

Sub: Tender for purchase of assets (except land) of Charkhi Dadri Unit of CCI

We _____ have submitted a Tender for the above mentioned subject.

In case we are declared Successful IP, we hereby submit our proposed sources of funds for arranging the required funds for purchase assets (except land) of Charkhi Dadri Unit of CCI.

We understand that since the Reserve Price has been set for each asset separately (as mentioned in the Tender section no.6),we will need at least an equivalent amount or more for purchasing the assets (except land) of Charkhi Dadri Unit of CCI.

Our proposed sources of funds are as follows:

	Rs. Crore
Minimum funds required (Reserve Price)	
Sources of funds:	
Equity:	
Contributed by _____	
Debt:	
Name of Bank/FI/Others from where the debt is proposed to be raised	

Note: Source of Funds would be equivalent to sum of Reserve Price of assets that IP has bid for.

Signed

Name

Authorised Representative

Designation



ANNEXURE 5: FORMAT OF CERTIFICATE FROM A CHARTERED ACCOUNTANT

Note: In case the IP is a Consortium, this certificate shall be furnished for each of the members of the Consortium separately
 {Letterhead of the Chartered Accountant}

Date:

Mr. Harkamal Ghuman

Vice President

Non - Infrastructure

SBI Capital Markets Ltd.

202, Maker Tower 'E', Cuffe Parade

Dear Sir,

**Sub: Tender for purchase of assets (except land) of Charkhi
 Dadri Unit of CCI**

We refer to the Tender Document dated _____.

As required by the Tender Document we, [____], have been appointed for this purpose by _____.

We understand that since the Reserve Price has been set for each asset separately, being the IP/ [member of the Consortium Bidder] will need at least an equivalent amount or more of the Reserve Price of the asset IP has bid for completing the Proposed Transaction.

Having conducted all such enquiries as are reasonably necessary

and appropriate for this purpose, we hereby certify that _____, being the IP/ [member of the Consortium Bidder] for Proposed Transaction, has at least the amount of sufficient free and un-encumbered funds, and/or has made adequate and appropriate arrangements for the amount stated as the Reserve Price.

The proposed arrangements of funds are as detailed in the following table.

	Rs. Crore
Minimum funds required (Reserve Price)	
Sources of funds:	
Equity:	
Contributed by _____	
Debt:	
Name of Bank/FI/Others from where the debt is proposed to be raised	

Note: Minimum funds required would be equivalent to sum of Reserve Price of assets that IP has bid for. For and on behalf of _____ [Insert name of firm of chartered accountants]

Name:

Designation: Partner

Address:

Certificate No.:



ANNEXURE 6: FORMAT OF LITIGATION IMPACT STATEMENT

Note: In case the IP is a Consortium, this certificate shall be furnished for each of the members of the Consortium separately

(To be submitted on the letterhead of the IP)

Date:

To:

Mr. Harkamal Ghuman

Vice President

SBI Capital Markets Ltd.

202, Maker Tower 'E', Cuffe Parade

Dear Sir,

Re: Tender for purchase of assets (except land) of Charkhi Dadri Unit of CCI

We refer to the Tender Document dated _____.

As required by the Tender Document we, [____], hereby confirm that except as may be set out in the schedule attached to this statement, there is no litigation (including court, arbitration and other proceedings), inquiry or order or show cause notice from any regulatory authority, current or pending against us, which if adversely determined might have material adverse effect on our ability to carry on our business or pay our debts as they fall due or on our ability to enter into the Proposed Transaction contained in or contemplated by the Tender Document.

We also confirm that no conviction by a Court of Law or indictment or any adverse order has been passed by any regulatory authority against us in any matter involving a grave offence and/ or which casts a doubt on our ability to complete the Proposed Transaction.

We further confirm that no charge sheet has been filed against us by any agency of the Government of India or any court of law, involving a matter concerning the security and integrity of India.

The information contained in the schedule as to the likely impact of any litigation as is referred to in the preceding paragraph represents our best estimate based upon information currently available to us as to the effect of an adverse determination against us and on the likelihood of such an adverse determination.

References to an adverse determination should be taken to mean a judgement/determination/award by any court/tribunal or in any proceedings.

IN WITNESS WHEREOF, and being so authorised by the board of directors of the company vide their resolution dated [____], I, the person below named have hereunto set my hand on this ____ day of _____, 2014.

By:

Name:

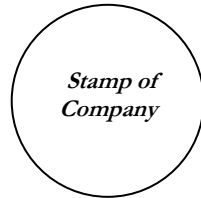
Title:



I, [name], [Secretary/officer in charge of the legal affairs/ independent chartered accountant], of the _____ (name of the IP) do hereby certify that on the date hereof Mr./Ms/Mrs. _____, holds the office of [_____] of the _____ (name of the IP), having been duly appointed to such office, and that his signature above is his genuine signature.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Company this _____ day of _____, 2014.

By:
Name:
Title:



[Seal of the Company]



ANNEXURE 7: FORMAT OF NOMINATING PERSONS TO RECEIVE TRAINING ON THE E-AUCTION PROCESS

(To Be Typed On the Letterhead of the IP)

Ref No: _____

Date: _____

Mr. Harkamal Ghuman

Vice President

SBI Capital Markets Ltd.

202, Maker Tower 'E'

Cuffe Parade

Mumbai 400 005

Dear Sir,

Sub: List of nominated persons to receive training on e- Auction process.

As per requirements of the Tender Document document, we hereby nominate the following personnel to receive training on e- Auction process.

Sr. No.	Nominated Person		Contact Details	
	Name	Designation	E mail	Mobile
1				
2				
3				
4				

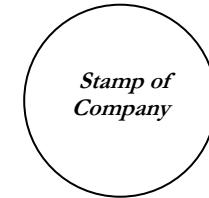
Thanking you,

Signed

Name

Authorised Representative

Designation





ANNEXURE 8: FORMAT OF ADEQUATE PROOF THAT THE BIDDER HAS PROCURED A VALID DIGITAL CERTIFICATE AS PER INFORMATION TECHNOLOGY ACT-2000, USING WHICH THEY CAN DIGITALLY SIGN THEIR ELECTRONIC BIDS

(To Be Typed On the Letterhead of the IP)

Ref No: _____

Date: _____

Mr. Harkamal Ghuman

Vice President

SBI Capital Markets Ltd.

202, Maker Tower 'E'

Cuffe Parade

Mumbai 400 005

Dear Sir,

Sub: adequate proof that (Name of IP) has procured a valid digital certificate as per Information Technology Act-2000, using which they can digitally sign their electronic bids.

As per requirements of Tender Document we hereby enclose, as adequate proof that we have procured a valid digital certificate as per Information Technology Act-2000, using which we can digitally sign our electronic bids.

Thanking you,

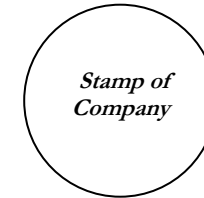
Signed

Name

Authorised Representative

Designation

Encl: a/a.





ANNEXURE 9: BUSINESS RULES FOR THE E-AUCTION

Business Rules, Terms & Conditions of Forward Auction for sale of assets (except land) of Charkhi Dadri Unit (“Unit”) of Cement Corporation of India Limited (CCI) on “AS IS WHERE IS AND WHATEVER THERE IS” basis through E-Procurement Technologies Ltd.

11.5 General Terms and Conditions of E-Auction

- 11.5.1 Against this Tender Document, CCI/IFCI/SBICAP intends to adopt an Online “e-Auction/Forward Auction” i.e. on line bidding on internet .
- 11.5.2 The type of Auction to be adopted will be an English Forward No Ties Auction (“Forward Auction”)
- 11.5.3 For the proposed Forward Auction, all IPs who have qualified and have not been disqualified for any reason as stated in this Tender Document shall be eligible to participate. Please refer to this Tender Document for details.
- 11.5.4 The services of a service provider has been retained to conduct the e-Auction. The service provider will provide all necessary training and assistance before commencement of the on line bidding on Internet. The contact detail of the service provider is as follows:

M/s e-Procurement Technologies Ltd.

A-201 - 208, Wall Street-II, Opp. Orient Club,
Nr. Gujarat College, Ahmedabad-380 006,
Gujarat, India.

Ph. Nos. : + 91 79 40016 - 868 | 837 | 867 | 865 |
879 | 835 | 802 | 891

Fax No. : +91 79-40016 876

E-mail id: pradip@abcprocure.com,
support@abcprocure.com

Contact Person:

Ms. Vaisali Soni: +91 09374519729;

Mr. Pradip Parmar: +91 09328657215

- 11.5.5 The e-Auction will be conducted on a single day and will be notified to qualified IPs.
- 11.5.6 At the end of Forward Auction, the highest bidder value (“Auction Price”) will be known on the network.
- 11.5.7 The Forward Auction will be treated as closed only when the bidding process gets closed in all respects for all the items mentioned in this Tender Document.

11.6 Business Rules for the E-Auction

- 11.6.1 Computerized Forward Auction shall be conducted by M/s e-Procurement Technologies Ltd. on behalf of CCI/IFCI/SBICAP.
- 11.6.2 The IPs shall be quoting from their own offices/place of their



choice. Internet connectivity and other paraphernalia requirements shall have to be ensured by IPs themselves. ETL/CCI/IFCI/SBICAP will not be responsible in any manner whatsoever in the event of failure of the internet connectivity of the IPs.

11.6.3 In order to ward-off such contingent situations, IPs are requested to make all the necessary arrangements /alternatives whatsoever required so that they are able to circumvent any such eventuality and continue to participate in the e-Auction.

11.6.4 IPs are requested not to wait till the last moment to quote their bids to avoid any eventuality.

11.6.5 The start price of the e-Auction, (the Reserve Price, as set out in the Advertisement), in the Forward Auction is open to all the participating IPs. Any IP can start bidding, in the Forward Auction, from the start price itself. Please note that the first online bid that comes in the system from an IP during the Forward Auction may be equal to the Reserve Price, or higher than the Reserve Price by a minimum of one increment. Subsequent bid that comes in to outbid the immediate previous bid will have to be higher than the immediate previous bid by a minimum of one increment value (“Increment Value”). The Increment Value shall be INR 10,00,000 (Ten Lac only)

11.6.6 Appropriate training for participating in the e – Auction Process will be provided by ETL to nominated person(s) of the IPs, free of any cost on the IPs. ETL shall also explain, all the rules related to the Forward Auction to be adopted along with bid manual.

11.6.7 Bidding will be conducted in Indian Rupees (INR).

11.6.8 If a Bidder places a Bid in the last 10 minutes of closing of the Forward Auction, the auction shall get extended automatically for another 10 minutes. In case, there is no Bid in the last 10 minutes of closing of the Forward Auction, the Auction shall get closed automatically without any extension.

11.6.9 **Auto Bid:** The Auto Bid feature allows an IP to place an automated bid against another IP in an auction and bid without having to manually enter a new amount each time a competing IP submits a new offer.

11.6.10 For the Auto Bid Process, an IP will be allowed to enter a maximum auto bid price and set its incremental auto bid value in multiples of the Increment Value.

11.6.11 The Auto Bid value can be entered only once.

11.6.12 The Bidders can at no point of time, during the course of the auction, revise/delete their auto bid values.



11.6.13 The IP will be allowed to bid manually only after the maximum Auto Bid price that he has set is exceeded by another IP.

11.6.14 In the event of a situation where in a manual bidder quotes the same price quoted by other Bidder who has opted for the Auto Bid feature (although auto bid price is neither visible to any of the other bidders nor CCI/IFCI/SBICAP/ETL), manual bidder would get a precedence over the auto-bidder. In no case auto bid can be stopped or cancelled.

11.6.15 In case all the participants opt for Auto Bid, the Bidder who has entered the value first (with respect to the time) will get the precedence in that order.

11.6.16 During the Forward Auction, if no bid is received within the specified time, CCI/IFCI/SBICAP, at its discretion, may decide to cancel the Forward Auction process.

11.6.17 Bids once received will be taken as an offer to purchase. Bids once made cannot be cancelled/withdrawn and the IP shall be bound to purchase the assets (except land) of Charkhi Dadri (Asset(s) for which IP has bid for) Unit of CCI at the final bid price that the said IP has quoted. Should an IP back out and not purchase as per the rates quoted, CCI/IFCI/SBICAP shall take action as appropriate, including forfeiture of EMD.

11.6.18 The following can be viewed on screen along with the

necessary fields in the Forward Auction:

11.6.18.1 Highest bid in the Auction

11.6.18.2 Bid placed by the concerned IP

11.6.18.3 Opening price & Increment Value

11.6.18.4 The concerned IP's rank in the Auction

11.6.19 CCI/IFCI/SBICAP shall be at liberty to cancel the Forward Auction process/Transaction at any time, without assigning any reason.

11.6.20 CCI/IFCI/SBICAP shall not have any liability to Bidders for any interruption or delay in access to the site irrespective of the cause.

11.7 Terms & Conditions of Forward Auction

11.7.1 **Log IN NAME & PASSWORD:** Each Bidder is assigned a Unique User Name & Password by ETL. The Bidders are requested to change the Password after the receipt of initial Password from ETL. All bids made from the Login ID given to the bidder will be deemed to have been made by the Bidder.

11.7.2 **HIGHEST BID OF A BIDDER:** In case the Bidder submits



more than one bid, the highest bid received from the respective IP will be considered as the Bidder's final offer to execute the contract.

11.7.3 **DURATION OF AUCTION:** The e-Auction will be conducted on a single day. In case there is any acceptable bid quoted by any Bidder within 10 minutes of closing of the Forward Auction, the Auction will be extended by another 10 minutes. Such extension will be allowed to continue till no quote is placed within 10 minutes of the last quote. However, Bidders are advised not to wait till the last minute or last few seconds to enter their bid during the auto-extension period to avoid complications related with internet connectivity, network problems, system crash down, power failure, etc.

11.7.4 **AUCTION WINNER:** At the end of the Forward Auction the IP whose Bid is the highest amongst all the other price bids received from the other participating IPs will be declared the winner provided the Bid offered by him is above the Reserve Price("Auction Winner/Winner").

11.7.5 The Bidder shall not involve himself or any of his representatives in price manipulation of any kind directly or indirectly by communicating with other Bidders.

11.7.6 The Bidder shall not divulge either his bids or any other exclusive details of CCI/IFCI/SBICAP to any other party.

11.7.7 CCI/IFCI/SBICAP's decision on award of contract shall be final and binding on all the Bidders.

11.7.8 CCI/IFCI/SBICAP/ETL is not responsible for any damages, including damages that result from, but are not limited to negligence. ETL will not be held responsible for consequential damages, including but not limited to systems problems, inability to use the system, loss of electronic information etc.



ANNEXURE 10: LIST OF ASSETS



**ANNEXURE 11: FORMAT FOR POWER OF ATTORNEY IN CASE OF
CONSORTIUM OF IPS**
