

**Preliminary Information Memorandum (PIM)**

**And**

**Invitation of Expression Of Interest (EOI)**

**For**

**Proposed Strategic Disinvestment of 71.20% Equity Shareholding**

**Of**

**Punjab Communications Limited**

**Held by**

**Government of Punjab**

**Through**

**Punjab Information & Communication Technology Corporation Ltd.  
(71.12%) and Punjab State Industrial Development Corporation  
Ltd. (0.08%)**

*(Strictly privileged and confidential)*



***Transaction Advisor to Directorate of Public Enterprises & Disinvestment, Government of Punjab***

**August, 2020**

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Resurgent India Limited (“**Resurgent**” or “**Transaction Advisor**”) has been retained as the advisor by the Directorate of Public Enterprises & Disinvestment (DPED), Government of Punjab (“**GoP**”) for advising and managing the strategic disinvestment of Punjab Communications Limited (hereinafter referred to as “**PUNCOM**” or “**Company**”), pursuant to an agreement for engagement of advisor dated 2<sup>nd</sup> March, 2020 (aforesaid proposed strategic disinvestment hereinafter referred to as the “**Transaction**”). This Preliminary Information Memorandum (hereinafter referred to as the ‘**PIM**’) has been prepared by Resurgent for the limited purposes of providing certain information on PUNCOM for enabling the recipients (hereinafter referred to as the ‘**Interested Bidder(s)**’ or “**IB(s)**”) to be apprised of such certain basic details of PUNCOM prior to submission of the **Expression of Interest** (as defined hereinafter “**Eoi**”) in respect of the Transaction. Neither Directorate of Public Enterprises & Disinvestment (DPED), Govt. of Punjab (GoP) / Punjab Information & Communication Technology Corporation Ltd. (PICTCL)/ Punjab State Industrial Development Corporation Ltd. (PSIDC)/ Company, nor Resurgent, undertake to update this PIM. Resurgent has not independently verified any of the information and data contained herein. Neither the DPED, GoP, PICTCL, PSIDC, the Company nor Resurgent (nor any of their respective affiliates, subsidiaries, advisors and agents), (i) make any representations or warranties, express or implied, as to the accuracy, or completeness of such information and data, (ii) take any responsibility for, or will accept any liability whether direct or indirect, express or implied, contractual, tortuous, statutory or otherwise, in respect of, the accuracy, completeness, authenticity, correctness and fairness of the information or for any of the opinions contained in the PIM or for any errors or omissions or for any loss/damage be it tangible or intangible, howsoever arising, from the use of this PIM and (iii) take any responsibility or accept any liability for any other written or oral communications transmitted to the recipient by or on behalf of Company or Resurgent or GoP or any of their advisors in the course of your evaluation of any transaction involving the Company. Any liability or responsibility of GoP, the Company and Resurgent and their respective advisors is, therefore, expressly disclaimed. You should conduct your own investigation and analysis of the Company in connection with the Transaction.

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The PIM may include certain estimates, projections, statements, targets and forecasts with respect to the Company/industry in which the Company operates and these are based on the various assumptions made by the management, officers or employees of the Company and/or Resurgent. Actual results may differ materially from these forward-looking statements due to various factors. You should note that past performance of the Company is not a guide for future performance of the Company. The summary of financial information has been obtained from the audited annual financial statements and may differ from the actual numbers to the extent of approximations or use of rounded numbers. Unless stated otherwise the industry data has not been independently verified by Resurgent, the Company, the GoP or any of their affiliates or advisors. The data used in these sources may have been reclassified by us for the purposes of presentation. The GoP, the Company, Resurgent and their respective advisors undertake no obligation to provide the recipient with access to any additional information or to update this PIM with additional information or correct any inaccuracies herein, which may become apparent. Each potential investor must seek its own advice from professionals for any matters pertaining to or relating to the Company or the Transaction or for evaluating the Transaction including with regard to legal, financial and taxation issues.

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This PIM has been prepared by Resurgent upon information available from public sources and from the Company, believed to be reliable to assist the recipients in making their own evaluation of PUNCOM and does not purport to be all-inclusive or to contain all of the information that may be material to the recipients' decision to enter into the Transaction.

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All acts, deeds and things done or caused or intended to be done, by GoP, the Company and Resurgent hereunder are based on and in reliance of your acceptance of the terms and conditions of this Disclaimer.

All communications, inquiries and requests for information should be directed to following:

**Akhilesh Raina**  
**Associate Vice President**  
Tel: 0124-4754550  
Mob: +91 8745050509  
Puncomdisinvestment@resurgentindia.com

*Neither GoP, nor DPED or PUNCOM or PICTCL or PSIDC shall be responsible in any manner to reply to such communication directly to IBs*

## Glossary

| Item   | Description   |
|--------|---|
| CEO    | Chief Executive Officer   |
| CIN    | Corporate Identification Number                                   |
| DIPAM  | Department of Investment and Public Asset Management              |
| DPED   | Directorate of Public Enterprises and Disinvestment               |
| EMD    | Earnest Money Deposit   |
| EoI    | Expression of Interest  |
| GoP    | Government of Punjab  |
| IB(s)  | Interested Bidder(s)  |
| NDU    | Non-Disclosure Undertaking  |
| OCBs   | Overseas Corporate Bodies   |
| PIM    | Preliminary Information Memorandum                                |
| PICTCL | Punjab Information & Communication Technology Corporation Limited |
| POA    | Power of Attorney   |
| PSIDC  | Punjab State Industrial Development Corporation Limited           |
| PUNCOM | Punjab Communications Limited                                     |
| RFP    | Request For Proposal  |
| SEBI   | Securities and Exchange Board of India                            |
| TA     | Transaction Advisor   |

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## SECTION 1: ADVERTISEMENT

### FOR INVITING EXPRESSION OF INTEREST FOR STRATEGIC DISINVESTMENT OF 71.20% SHAREHOLDING OF PUNCOM HELD BY GOVERNMENT OF PUNJAB

#### 1.1 ADVERTISEMENT

**Global invitation for Expression of Interest for strategic disinvestment of 71.20% shareholding in Punjab Communications Ltd. (“PUNCOM” or “company”) by Government of Punjab.**

PUNCOM is a Public Sector Enterprises under the administrative control of the Board of Directors of the company. Established in 1981, PUNCOM was promoted by Government of Punjab (GoP) through Punjab Information & Communication Technology Corporation Ltd. (PICTCL) with 100% equity participation. At present GoP holds 71.20% (71.12% through Punjab Information & Communication Technology Corporation Ltd. and 0.08% through PSIDC) of paid up equity share capital of the Company.

The Company is having its registered office at - B-91, Phase VIII, Industrial Area, SAS Nagar (Mohali), Punjab-160071. The Company ISO 9001:2015 certified and has a state-of-the-art manufacturing facility spread over 1,90,000 sq. feet in SAS Nagar, Mohali.

The Company is a leading manufacturer and supplier of telecommunication equipment and IT solutions in India. Its product range covers voice/data multiplexers, Power Line Carrier Communication (PLCC), DC Power Plants and associated services. It caters to the growing telecommunications needs of major organizations in the country including Indian railways, power sector private railway/power sector contractors, corporates etc.

The Government of Punjab (“GoP”) has granted in-principal approval to disinvest 100% of its equity shareholding in PUNCOM (which is equivalent to 71.20% of the total paid up equity share capital of PUNCOM) through Strategic Disinvestment with transfer of management control (“**Strategic Disinvestment**” or “**Transaction**”).

The GoP, through the DPED has appointed Resurgent India Limited (“**Resurgent**” or “**Transaction Advisor**”) as its advisor to advise and manage the Transaction.

Expression of Interest (EOI) is invited from Interested Bidders having minimum net worth of Rs. 75.00 crores as on 31.03.2019. The complete invitation of EOI document along with Preliminary Information Memorandum (“**PIM**”) can be viewed / downloaded from [www.resurgentindia.com](http://www.resurgentindia.com), [www.puncom.com](http://www.puncom.com), [www.punjabinfotech.gov.in](http://www.punjabinfotech.gov.in) and [www.pbindustries.gov.in](http://www.pbindustries.gov.in)

Eoi shall be submitted physically by the Interested Bidder on or before 03.10.2020 (at 1100 hours IST) (“**Eoi Due Date**”) at the address mentioned below. Please note that the GoP and the Transaction Advisor reserve the right to accept or reject all or any of the Eois without communicating any reason whatsoever.

Akhilesh Raina, Associate Vice President

Resurgent India Limited

903-906, 9<sup>th</sup> Floor, Tower-C, Unitech Business Zone, Sector-50, Nirvana Country, Gurugram-122018, Haryana

*Interested Bidders may note that PUNCOM being a listed company is governed by Securities and Exchange Board of India (Substantial Acquisition of Shares and Takeovers) Regulations, 2011. In case any Interested Bidder(s) chooses to make an open offer under SEBI regulations, GoP reserves the right to accept or reject such open offer without communicating any reason whatsoever.*

## SECTION 2: PRELIMINARY INFORMATION MEMORANDUM

### FOR INVITING EXPRESSION OF INTEREST FOR STRATEGIC DISINVESTMENT OF 71.20% SHAREHOLDING OF PUNCOM HELD BY GOVERNMENT OF PUNJAB

#### 2.1 Introduction

PUNCOM is a Public Sector Enterprises under the administrative control of the Board of Directors of the company. Established in 1981, PUNCOM was promoted by Government of Punjab (GoP) through Punjab Information & Communication Technology Corporation Ltd. (PINCTL) with 100% equity participation. At present GoP holds 71.20% (71.12% through Punjab Information & Communication Technology Corporation Ltd. and 0.08% through Punjab State Industrial Development Corporation Ltd.) of paid up equity share capital of the Company.

The Company is having its registered office at - B-91, Phase VIII, Industrial Area, SAS Nagar (Mohali), Punjab-160071. The Company ISO 9001:2015 certified and has a state-of-the-art manufacturing facility spread over 1,90,000 sq. feet in Mohali, Chandigarh.

The Company is a leading manufacturer and supplier of telecommunication equipment and IT solutions in India. Its product range covers voice/data multiplexers, Power Line Carrier Communication (PLCC), DC Power Plants and associated services. It caters to the growing telecommunications needs of major organizations in the country including Indian railways, power sector, private power sector operators, corporates etc.

The Company has a strong projects division to handle large turnkey projects involving installation, commissioning and maintenance. It has nationwide sales and service network and widespread logistic support. Over a period of last three decades, it has supplied telecom equipment worth about 2200 Cr and is still being supported. It has a well-established repair center to support products manufactured by company.

The Company has a well-equipped product design facility including PCB designing, mechanical workshop for prototyping with CNC machines and environmental and vibration test facility. The company had strategic tie-ups with world renowned telecom majors like Granger Associates, Alcatel, ARE, Syncom, Danphon, Huawei, Rectifier Technologies, Micronet and CDOT for technology and product solutions.

Company's software division offers consultancy and outsourced services in various domains like enterprise resource planning (ERP), embedded software and web based solutions for its clients and in-house requirements.

Since its inception in 1981, the Company has developed a strong brand image among a vast clientele of bulk telecom users. PUNCOM has considerable strength and resources in terms of infrastructure, technical expertise and sound financials and given its experience it has necessary strength to undertake large projects.

The Government of Punjab ("**GoP**") has granted in-principal approval to disinvest 100% of its equity shareholding in PUNCOM (which is equivalent to 71.20 % of the total paid up equity share capital of PUNCOM) through Strategic Disinvestment with transfer of management control ("**Strategic Disinvestment**" or "**Transaction**").

The GoP, through the DPED has appointed Resurgent India Limited ("**Resurgent**" or "**Transaction Advisor**") as its advisor to advise and manage the Transaction.

## 2.2 Corporate information

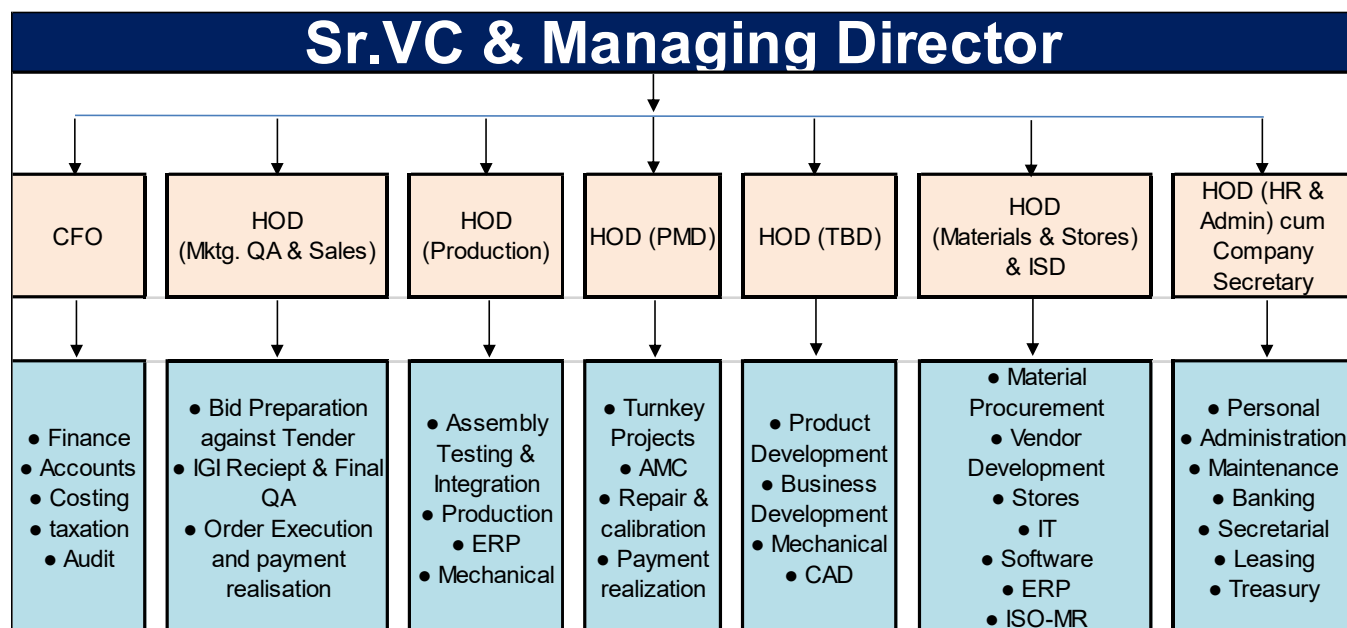
### 2.2.1 Registered and Head office

The Registered and Head Office of PUNCOM is located at B-91, Phase VIII, Industrial Area, SAS Nagar (Mohali), Punjab-160071.

### 2.2.2 Composition of Board of Directors

| S.No. | Name                                 | Promoter/ Independent    | Date of Joining |
|-------|--------------------------------------|--------------------------|-----------------|
| 1.    | Sh. Alok Shekhar, IAS                | Chairperson              | 08.07.2020      |
| 2.    | Sh. Rajat Agarwal, IAS               | Sr. Vice Chairman & MD   | 25.04.2018      |
| 3.    | Sh. Satinder Pal Singh, IAS (Retd)   | Independent Director     | 26.09.2018      |
| 4.    | Sh. Ved Prakash Chandan, IRSSE(Retd) | Independent Director     | 27.11.2003      |
| 5.    | Smt. Neena Singh                     | Independent Director     | 31.03.2015      |
| 6.    | Sh. Moti Ram Sharma                  | Independent Director     | 26.09.2018      |
| 7.    | Sh. Jagdeep Singh Bhatia             | CFO/Director(Whole-time) | 24.05.2018      |

### Organisational Structure





## 2.2.3 Capital structure

## Shareholding Pattern as on June 2020

| Sl.no        | Particulars                     | Number of Shares held | Holding %       |
|--------------|---------------------------------|-----------------------|-----------------|
| 1            | Government of Punjab (Promoter) | 85,60,976             | 71.20 %         |
| 2            | Mutual Funds & UTI              | 1,200                 | 0.01 %          |
| 3            | Foreign Portfolio Investors     | 5,75,000              | 4.78 %          |
| 4            | Financial Institutions/Banks    | 28,634                | 0.24 %          |
| 5            | Insurance Companies             | 5,800                 | 0.05 %          |
| 6            | Indian Public                   | 28,51,955             | 23.72 %         |
| <b>Total</b> |                                 | <b>1,20,23,565</b>    | <b>100.00 %</b> |

## 2.2.4 Land &amp; Building Details

| S. No. | Plot/<br>Building   | B-91  | B-93  | C-135                                       | C-134                                       | A-39/135A                                   |
|--------|---------------------|---|---|---|---|---|
| 1.     | Use                 | Industrial                                  | Industrial                                  | Industrial                                  | Industrial                                  | Industrial                                  |
| 2.     | Location            | Phase - VIII,<br>Industrial Area,<br>Mohali | Phase - VIII,<br>Industrial Area,<br>Mohali | Phase - VIII,<br>Industrial Area,<br>Mohali | Phase - VIII,<br>Industrial Area,<br>Mohali | Phase - VIII,<br>Industrial<br>Area, Mohali |
| 3.     | Title holder        | PUNCOM                                      | PUNCOM                                      | PUNCOM                                      | PUNCOM                                      | PUNCOM                                      |
| 4.     | Area                | 15,711 Sq. Yards                            | 11,666 Sq. Yards                            | 6,834 Sq. Yards                             | 6,833.34 Sq.<br>Yards                       | 6,166.67 Sq.<br>Yards                       |
| 5.     | Leased/<br>Freehold | Freehold<br>(Self Occupied)                 | Freehold<br>(Leased Out)                    | Freehold<br>(Leased Out)                    | Freehold<br>(Leased Out)                    | Freehold<br>(Leased Out)                    |

### 2.2.5 Listing & performance of PUNCOM at stock market

The Equity shares of PUNCOM are listed on Bombay Stock Exchange Ltd with a Scrip code 500346.

Highlight of the stock prices of PUNCOM at BSE during 1<sup>st</sup> April 2019 to 1<sup>st</sup> June, 2020

| Date      | Open Price | High Price | Low Price | Close Price | WAP   | No. of Shares | No. of Trades | Total Turnover (Rs.) | Spread High-Low | Spread Close-Open |
|-----------|------------|------------|-----------|-------------|-------|---------------|---------------|----------------------|-----------------|-------------------|
| 01-Apr-19 | 18.0       | 18.5       | 17.5      | 18.5        | 17.9  | 630           | 8             | 11,247               | 1.1             | 0.5               |
| 15-Apr-19 | 18.0       | 18.0       | 17.6      | 17.6        | 17.8  | 100           | 3             | 1,777                | 0.5             | -0.5              |
| 02-May-19 | 17.5       | 17.5       | 16.2      | 16.2        | 16.5  | 700           | 12            | 11,542               | 1.3             | -1.3              |
| 15-May-19 | 17.0       | 17.0       | 15.8      | 15.8        | 16.3  | 413           | 10            | 6,726                | 1.3             | -1.2              |
| 31-May-19 | 16.0       | 16.8       | 15.4      | 16.6        | 16.1  | 770           | 12            | 12,404               | 1.4             | 0.6               |
| 17-Jun-19 | 16.0       | 16.0       | 15.2      | 15.9        | 15.6  | 110           | 5             | 1,717                | 0.8             | -0.1              |
| 01-Jul-19 | 15.0       | 15.0       | 15.0      | 15.0        | 15.0  | 500           | 5             | 7,500                | 0.0             | 0.0               |
| 16-Jul-19 | 15.0       | 15.0       | 14.1      | 14.1        | 14.2  | 150           | 4             | 2,137                | 0.9             | -0.9              |
| 01-Aug-19 | 14.0       | 14.0       | 13.4      | 13.4        | 13.4  | 525           | 2             | 7,050                | 0.6             | -0.6              |
| 16-Aug-19 | 13.6       | 13.6       | 13.1      | 13.6        | 13.3  | 1334          | 6             | 17,700               | 0.5             | 0.1               |
| 30-Aug-19 | 12.1       | 12.1       | 12.1      | 12.1        | 12.1  | 100           | 1             | 1,210                | 0.0             | 0.0               |
| 16-Sep-19 | 13.3       | 13.3       | 13.3      | 13.3        | 13.2  | 25            | 4             | 331                  | 0.0             | 0.0               |
| 01-Oct-19 | 11.7       | 11.8       | 11.7      | 11.7        | 11.7  | 390           | 9             | 4,566                | 0.1             | 0.0               |
| 15-Oct-19 | 12.3       | 12.3       | 11.2      | 11.2        | 12.0  | 775           | 6             | 9,325                | 1.2             | -1.2              |
| 01-Nov-19 | 11.5       | 11.7       | 11.3      | 11.7        | 11.6  | 1630          | 11            | 18,861               | 0.4             | 0.2               |
| 15-Nov-19 | 11.0       | 11.2       | 11.0      | 11.2        | 11.0  | 235           | 7             | 2,596                | 0.2             | 0.2               |
| 02-Dec-19 | 12.5       | 12.5       | 11.9      | 11.9        | 12.0  | 366           | 9             | 4,410                | 0.6             | -0.6              |
| 16-Dec-19 | 11.7       | 12.9       | 11.6      | 12.9        | 12.8  | 471           | 14            | 6,035                | 1.3             | 1.2               |
| 01-Jan-20 | 13.4       | 13.4       | 13.2      | 13.2        | 13.2  | 26            | 2             | 342                  | 0.2             | -0.2              |
| 15-Jan-20 | 15.2       | 15.2       | 14.0      | 14.0        | 14.6  | 262           | 10            | 3,829                | 1.2             | -1.2              |
| 01-Feb-20 | 13.9       | 13.9       | 12.6      | 13.5        | 13.0  | 932           | 13            | 12,083               | 1.3             | -0.4              |
| 17-Feb-20 | 10.5       | 11.8       | 10.5      | 11.5        | 11.3  | 300           | 3             | 3,384                | 1.3             | 1.0               |
| 02-Mar-20 | 10.0       | 11.0       | 10.0      | 11.0        | 10.5  | 630           | 11            | 6,632                | 1.0             | 1.0               |
| 16-Mar-20 | 10.0       | 10.1       | 9.9       | 9.9         | 9.9   | 1067          | 7             | 10,521               | 0.2             | -0.2              |
| 01-Apr-20 | 11.55      | 11.55      | 9.50      | 11.00       | 11.34 | 117           | 14            | 1,327                | 2.05            | -0.55             |
| 13-Apr-20 | 10.81      | 10.81      | 10.81     | 10.81       | 10.80 | 1531          | 1             | 16550                | 0               | 0                 |
| 30-Apr-20 | 12.5       | 13.5       | 12.26     | 12.26       | 12.34 | 1664          | 18            | 20549                | 1.24            | -0.24             |
| 18-May-20 | 11.01      | 11.99      | 11        | 11.99       | 11.00 | 301           | 4             | 3312                 | 0.99            | 0.98              |
| 1-Jun-20  | 13.58      | 13.58      | 13.58     | 13.58       | 13.57 | 623           | 8             | 8460                 | 0               | 0                 |

Source: BSE Website.

### 2.2.6 Infrastructure

Puncom is an ISO 9001:2015 certified company and has a state-of-the-art manufacturing facility in Mohali. Its telecommunication infrastructure includes:

#### ➤ SMT Pick n Place

- ❖ SMT Pick & Place Fuji Aimex IIS
- ❖ Chip on board BGA flip chip, ultra fine pitch.
- ❖ Fine pitch placement upto 10 mil.
- ❖ Max 130 feeder slots (Electronic Intelligent Feeders), Tray Exchanger
- ❖ Component coplanarity Check
- ❖ CPH CHIP-25000, Fine Pitch - 5000

#### ➤ Reflow Oven

- ❖ Electrovert model omniflo 10.
- ❖ Upper and lower heating.
- ❖ Cooling zone.
- ❖ Forced Air Convection Type.
- ❖ 6 point thermal profiling.
- ❖ Thermal profile storage: 1000.

#### ➤ Solder Paste Screen Printer

- ❖ Solder Paste Screen Printer NEO Horizon 03ix.
- ❖ Solder paste and glue Screen Printing
- ❖ Frame size max upto 29"X29"
- ❖ Print speed upto 2mm to 300mm/sec
- ❖ System alignment capacity  $\pm 12.5$  micron @6Sigma, Upto  $cpk \geq 2$
- ❖ Cycle Time = 8 Sec + Process

#### ➤ Wave Soldering

- ❖ Single and Double. Wave, No Clean Flux
- ❖ Temperature Controlled Pre heaters and Solder bath

#### ➤ Environmental Test Chamber

- ❖ Bump Test Machine.
- ❖ Environmental Test Chamber.
- ❖ Vibration Machine.

#### ➤ Assembly

- ❖ One of the most modern manufacturing technology in north of India.
- ❖ ISO 9001:2015certified.

- ❖ Most modern testing methods employed.
- **Testing Equipment**
  - ❖ Spectrum Analyzers, Data Analyzers, Logic Analyzers, Power Meters, Synthesized Source, Selective Level Meter, Telecom Analyzer, Network Analyzer, Optical Spectrum Analyzer, Pulse Tone Generator, Audio Power Meter, Microwave Link Analyzer.
- **Stress Testers**
  - ❖ High voltage AC/DC tester, Environmental chambers, Bump/Vibration testers

### 2.2.7 Information Technology

PUNCOM has an independent Information Systems Division (ISD) for undertaking work in the Information Technology domain and has successfully implemented a range of sophisticated IT solutions across the country in past. Presently, ISD provides various IT consultancy, customized solutions and related Services for its clients. It also support company's in-house IT functions like ERP/ Servers/ Firewall/ Networking (LAN/ WAN), Document Management and related activities.

### 2.2.8 Telecom/IT Softwares used in company:

- ❖ Visual C++ for development of firmware for embedded systems
- ❖ Hyper Lynx for checking signal integrity in PCBs
- ❖ CAD-STAR for designing of PCBs
- ❖ Auto CAD for designing of drawings for mechanical components
- ❖ Lattice classic project navigator for designing of CPLDs and FPGA
- ❖ Lattice diamond project navigator for designing of CPLDs and FPGA
- ❖ KEIL compiler for micro controller programming
- ❖ MC68 compiler for micro controller programming
- ❖ Lattice ISP VM system for firmware burning in lattice devices
- ❖ MATLAB for development of DSP software
- ❖ ERP software for planning, production, procurement, sales, marketing, finance and HR functions etc.
- ❖ Document control system for centralized control & change of documents
- ❖ ERP four square for training of personals
- ❖ Word press for design and maintenance of websites
- ❖ Java tools & technologies
- ❖ Software solution for large scale recruitment of personals for Punjab Govt.
- ❖ Biometric identification software for large scale recruitment of personals for Punjab Govt.
- ❖ Network management system (NMS) for monitoring and control of VMUX and SDH systems

### 2.2.9 Technologies used by company

- ❖ PDH based E1 multiplexing for manufacturing of Add/Drop Multiplexer also called Versatile Multiplexer (V-MUX).
- ❖ Switch Mode Power Supply for manufacturing of SMPS based 48V DC power plant and telecom integrated power supply.
- ❖ Frequency Division Multiplexing for manufacturing of Power Line Carrier Communication System.
- ❖ Synchronous Digital Hierarchy (SDH) for creating OFC based backbone for voice/data connectivity.

## 2.2.10 Products

### 1. Power Line Carrier Communication Equipment- PL-9500 (Ver. 01).

PL-9500 (Ver. 01) is new generation equipment for carrier transmission and reception of Speech, Facsimile, RTU data, and tele protection signals infrequency range of 32 KHz to 508 KHz over high voltage overhead transmission lines. The system offers a single channel expandable to two channels for full band width Speech / Fax or Shared Speech cum superimposed data channel or one highspeed4-wire exclusive data channel of 1200bauds. The superimposed data channel can support upto 600-baud (2160-3700 Hz) channel as a backup for RTU/SCADA on wide band communication links. PL-9500 (Ver.01) can be used either as a terminal equipment or as Drop/ Insert through a coupled repeater.

#### Features:

- Single or dual channel configurations.
- 32 KHz to 508 KHz frequency range with1 KHz frequency allocation steps.
- 10/20 or 40W PEP power at Line output.
- On site configuration of channel frequencies and transmission levels.
- Field programmable VF upper cut off through switch selection.
- DSP based circuitry for field programmable pilot & transit band pass filters.
- Remote extension of direct EPABX lines, Hot Line, Express Channels and 2W/4W E&M modes available on same VF interface unit.
- Ease of installation and maintenance.
- Local and Remote loop-back facility.
- Can transmit trip signals from Distance Protection Scheme (Network) for the protection of high voltage transmission lines.
- Supervisory unit facilitates easy maintenance and operation.
- Extensive use of Integrated Circuits and Crystal filters ensures high quality and reliability of equipment.
- Compliance with relevant ITU-T, IEC and IS standards.
- Fully complies with the relevant EMI & EMC standards.
- Availability of Normal Rack as well as Swing Rack

### 2. Power Line Carrier Coupling Device- PCD-1400

PCD-1400, a modular coupling device, consisting of LMU and protective devices to couple the PLCC terminals with the high voltage transmission line. It is designed to provide phase to earth and phase to phase coupling. The coupling device is purely passive and acts as an interface between the HT power line and PLCC terminal. It provides efficient transmission of carrier frequency signals and protection against high voltage power leakage and transient voltages. The coupling device is designed to provide high level of safety and protection of the Power Line Carrier Equipment. It provides optimum impedance matching, frequency separation and safe isolation. It is designed to provide fast and easy installation. PUNCOM makePCD-1400 complies to IEC 60481 and IS 8997specifications

#### Features:

- Acts as an interface between power line and PLCC equipment.
- Efficient transmission of carrier frequency signals.
- Provides optimum impedance matching.
- Configurable for Phase to Earth and Phase to Phase coupling.
- Efficient protection against HV Power leakage.
- High level of safety for staff.

- Provides fast and efficient commissioning.
- Type approved to IEC 60481 and IS8997 specifications.

### 3. Add/Drop Multiplexer (V-MUX)-VMX-0100

The VMX-0100, 2Mbps ~30 Channel E1, Add-Drop Multiplexer provides full range of POTS (voice) and digital data services to subscribers located at different locations, requiring to interconnect and establish a voice and data network over E1links. The VMX-0100 is a simple, yet powerful E1 Channel Bank for connecting and integrating analog communication equipment with digital E1 services. It has two E1 ports and it supports full cross-connect between E1 ports and voice/data physical ports. The multiplexer can provide the E1 stream path protection by using the LPC Card. The VMX-0100 has an effective, Windows based "Network Management System", which may be used for configuring the system, subsequent remote monitoring and management of the inter-connected systems in the network. An extensive set of alarms, for easy maintenance are provided in the system.

#### Silent Features

- Provides variety of Voice interfaces which includes E&M (2W & 4W), FXO, FXS, Loopl/C, Loop O/G and Hotline.
- Provides variety of Data interfaces which includes 64kbps G.703 Data, Low bit rate asynchronous/synchronous data with V.24, V.35, V.11 and X.21 interfaces.
- Supports ISDN Digital Subscriber Line (IDSL).
- Supports Nx64 synchronous Data, with Nmax=30.
- Supports Software Download.
- Web Browser Interface (HTTP 1.1) for System Management.
- Provides 18, 3-party conferencing channels out of which 8 conferences can be 4 parties.
- Fully programmable voice & data ports locally or remotely through Network Management System.
- Comprehensive test & diagnostics features.
- Loop protection feature for increased Network availability.
- Optional redundant DC-DC converter.
- Alarm History and Status LEDs.

### 4. SMPS Power Plant- SMR 48V/25A

SMR-48V/25A is a switch mode rectifier module, designed to provide up to 25A of output current to a 48Vnominal system for telecom, datacom, industrial and IT applications. It converts 90-300V AC input power at 50 or 60Hz into a highly regulated, filtered, low noise and isolated 48V DC output. The unit is designed for N+1redundantconfigurations. Up to eight rectifier modules can fit in a single 19" rack to provide 200A of current in N configuration and 175A of current in N+1 configuration. One control and supervisory unit (Mini CSU) is used for configuring the system. The system can also be monitored and controlled remotely through Remote Monitoring Unit. The rectifier has been designed with a "plug-and-play" feature i.e. when a rectifier module is plugged into a live system the relevant system parameters are automatically downloaded from the SMPS POWER PLANTSMR 48V/25AMiniCSU, making rectifier replacement a completely hands-off operation. The unit is fully hot pluggable. There is provision of monitoring key parameters of battery for checking the health of battery using Battery Health Check Module. Parameters like cell temperature, cell voltage, cell conductance etc. can be measured. SMPS Power Plant is type approved to TSEC & RDSO specifications.

#### Silent Features

- Hot Pluggable.
- 200A in a 19" rack in N configuration and 175A in N+1 configuration.
- Active power factor correction > 0.95.
- Very High power density > 4.0W/Inch<sup>3</sup>.
- High efficiency: better than 90% at > 50% load.
- Plug and play capability without any adjustments.
- Digital active current sharing
- Password protection against unauthorized parameters change
- Wide range of AC input, 90-300V provides protection from power disturbances and in combination with high interrupting capacity fast acting fuses translates into better reliability
- Battery temperature compensation
- Compliant to IEC 61000 & CISPR 22 specs for EMI/EMC
- Optional RS 232, RS 485, 10 Base T Ethernet and modem interfaces
- Fully menu driven with user friendly navigator push buttons menu
- Type approved to TSEC & RDSO Specs

##### 5. SMPS based telecom integrated power supply system- TIPSS 1400

TIPSS 1400 is designed to provide 48V, 24V, 12V, 3-6V nominal voltages to the equipment used in telecom, datacom, VF repeaters, Gate telephones, VHF sets, Routers, Switch and Magneto telephones. TIPSS converts Solar power or 150-275V AC input power into highly regulated, filtered, low noise and isolated 48V, 24V, 12V, 3-6V DC output. These outputs have battery backup. MPPT Solar battery charger input range is 70V-150V. MPPT Solar battery chargers 48V/25A and SMR rectifier modules of SMPS Power Plant 48V/25A work in N+1 configuration. DC-DC Converter modules work in 1+1 redundant configuration. In SMPS Power Plant up to three rectifier modules can fit in a single 19" rack to provide 50A of current in N+1 configuration. Over and above one SMR rectifier module is also available in cold standby. Power availability from TIPSS will have following priority starting from highest priority Solar power, AC power, battery then diesel generator. Control and supervisory unit (Mini CSU) is used for configuring the system. The system can also be monitored and controlled remotely through Remote Monitoring Unit. The SMR rectifier Module has been designed with a "plug-and-play" feature i.e. when a SMR rectifier module is plugged into a live system the relevant system parameters are automatically downloaded from the Mini CSU, making rectifier replacement a completely hands-off operation.

##### Silent Features:

- Optional MPPT Solar Charging
- 0A in a 19" rack in N+1 configuration
- SMR Rectifier modules hot Pluggable
- Stand alone wall mountable DC-DC converter available
- Active power factor correction > 0.98
- Very High power density > 4.0W/Inch<sup>3</sup>
- High efficiency: better than 90% at > 50% load.
- Plug and play capability without any adjustments.
- Digital active current sharing
- Password protection for parameters change
- Dropper diode arrangement for LMLA batteries
- Optional RS 232, RS 485, 10Base T Ethernet and modem interfaces

- Wide range of AC input, 150-275V provides protection from power disturbances and in combination with high interrupting capacity fast acting uses translates into better reliability
- SPV open circuit Voltage 70V-150V
- Wide range of DC output voltages 48V,24V, 12V, 3-6V
- SMR modules, MPPT charger, DC-DC Converter work in N+1 configuration
- Battery temperature compensation
- Compliant to IEC 61000 & CISPR 22specs for EMI/EMC
- Complied to Specs RDSO/SPN/TC/102-2013 ver.1.0 Amdt. 1



## 2.2.11 Company Financials

## Balance Sheet

(Amount in Rs. Lakhs)

| Particulars                   |   | 2018-19          | 2017-18          | 2016-17          | 2015-16          |
|-------------------------------|---|------------------|------------------|------------------|------------------|
| <b>ASSETS</b>                 |   |                  |                  |                  |                  |
| <b>1</b>                      | <b>Non-Current Assets</b>                                 |                  |                  |                  |                  |
| a                             | Property Plant & Equipment                                | 453.98           | 485.99           | 566.39           | 566.23           |
| b                             | Investment Property                                       | 77.86            | 78.94            |                  |                  |
| c                             | Financial Assets  |                  |                  |                  |                  |
|                               | Investments   | 698.74           | 698.74           | 698.74           | 698.74           |
|                               | Loans and advances  | 161.28           | 128.20           | 305.39           | 199.12           |
| d                             | Deferred tax assets (net)                                 | -                | -                | -                | -                |
| e                             | Other non-current assets (including Financial assets)     | 423.72           | 1,371.53         | 1541.01          | 2,238.89         |
| <b>2</b>                      | <b>Current Assets</b>                                     |                  |                  |                  |                  |
| A                             | Inventories   | 1,287.39         | 1,172.23         | 1,258.14         | 879.98           |
| b                             | Financial Assets  |                  |                  |                  |                  |
|                               | Trade receivables   | 2,776.61         | 1,894.62         | 1,541.33         | 1,443.17         |
|                               | Cash and cash equivalents                                 | 6,620.52         | 5,366.33         | 5,406.34         | 5,117.77         |
|                               | Loans and advances  | 85.94            | 120.84           | 226.25           | 343.27           |
| C                             | Other Current Assets (including Financial assets)         | 801.74           | 623.53           | 667.27           | 758.43           |
|                               | <b>Total</b>  | <b>13,387.78</b> | <b>11,940.96</b> | <b>12,210.85</b> | <b>12,245.60</b> |
| <b>EQUITY AND LIABILITIES</b> |   |                  |                  |                  |                  |
|                               | <b>Equity</b>   |                  |                  |                  |                  |
| a                             | Share Capital   | 1,204.80         | 1,204.80         | 1,204.80         | 1,204.80         |
| b                             | Other Equity  | 5,858.40         | 6153.03          | 6,595.52         | 7,159.01         |
|                               | <b>Liabilities</b>  |                  |                  |                  |                  |
| <b>1</b>                      | <b>Non-Current Liabilities</b>                            |                  |                  |                  |                  |
| a                             | Provisions  | 384.21           | 287.75           | 156.27           | 174.83           |
| b                             | Non-Current Liabilities (including Financial Liabilities) | 49.37            | 49.39            | 56.85            | 26.54            |
| <b>2</b>                      | <b>Current Liabilities</b>                                |                  |                  |                  |                  |
| a                             | Current Financial Liabilities                             |                  |                  |                  |                  |
|                               | Borrowings  | 0.22             | 189.04           | 50.06            | -                |
|                               | Trade Payables  | 1,969.98         | 1,693.47         | 1,820.18         | 1,776.97         |
|                               | Other Current liabilities                                 | 3,853.90         | 2,302.26         | 2,286.74         | 1,869.10         |
| b                             | Provisions  | 66.90            | 61.22            | 40.44            | 34.35            |
|                               | <b>Total</b>  | <b>13,387.78</b> | <b>11,940.96</b> | <b>12,210.85</b> | <b>12,245.60</b> |

## Note:

- The authorised capital of PUNCOM is Rs. 2000 lakhs consisting of 1,98,00,000 equity shares of Rs.10/- each and 20,000 Redeemable Preference shares of Rs 100/- each. The issued and paid-up Equity Share Capital consists of 1,20,23,565 equity shares of Rs.10/- each aggregating to Rs. 1202.36 lakhs as at 31.03.2019. However, there is a share forfeited amount of Rs. 2.44 lac and thus the aggregate paid-up share capital mentioned in the balance sheet is Rs. 1204.80 lacs as at 31.03.2019

2. The Balance Sheet of FY 2018-19 and FY 2017-18 are as per Indian Accounting Standard adopted with effect from 1<sup>st</sup> April, 2017 and Balance Sheet of FY 2016-17 and FY 2015-16 is as per old Accounting Standards applicable prior to IND AS.

**Profit & Loss Statement**

(Amount in Rs. Lakhs)

| Particulars |  | 31.12.2019<br>(Provisional<br>nine<br>months) | 2018-19         | 2017-18         | 2016-17         | 2015-16          |
|-------------|--|---|-----------------|-----------------|-----------------|------------------|
| I           | Revenue from operations  | 2,151.13                                      | 4,466.05        | 3,903.39        | 2,795.90        | 2,016.00         |
| II          | Other Income   | 630.06  | 945.93          | 880.39          | 905.93          | 929.70           |
| III         | <b>Total Revenue</b>   | <b>2,781.19</b>                               | <b>5,411.98</b> | <b>4,783.78</b> | <b>3,701.83</b> | <b>2,945.70</b>  |
| IV          | <b>Expenses:</b>   |   |                 |                 |                 |                  |
|             | Cost of materials consumed   | 546.38  | 1,219.12        | 1,234.04        | 1052.61         | 863.76           |
|             | Purchases of Stock-in-Trade  | 565.60  | 1,165.39        | 608.00          | 534.03          | 287.55           |
|             | Changes in inventories of Finished Goods/Work-in process and Stock-in-trade                    | 64.09   | 30.54           | 108.89          | -200.25         | -11.19           |
|             | Excise Duty  | -   | -               | 111.93          |                 |                  |
|             | Employee benefits expenses   | 1,983.82                                      | 2,486.29        | 2,595.05        | 2328.86         | 2,287.27         |
|             | Finance costs  | 4.76  | 31.69           | 9.91            | 4.79            | 7.48             |
|             | Depreciation and amortization expenses   | 35.29   | 54.62           | 60.88           | 52.65           | 22.30            |
|             | Other expenses   | 417.87  | 694.52          | 538.22          | 492.55          | 499.22           |
|             | <b>Total Expenses</b>  | <b>3,617.87</b>                               | <b>5,682.17</b> | <b>5,266.92</b> | <b>4,265.24</b> | <b>3,956.38</b>  |
| V           | <b>Profit before tax (III-IV)</b>  | <b>-836.62</b>                                | <b>-270.19</b>  | <b>-483.14</b>  | <b>-563.40</b>  | <b>-1,010.69</b> |
| VI          | Exceptional Items  | -   | -               | -               | -               | 36.89            |
| VII         | <b>Profit before tax (V-VI)</b>  | <b>-836.62</b>                                | <b>-270.19</b>  | <b>-483.14</b>  | <b>-563.40</b>  | <b>-1,047.58</b> |
| VIII        | Tax expenses   |   |                 |                 |                 |                  |
|             | Current tax  | -   | -               | -               | -               | -                |
|             | Deferred tax   | -   | -               | -               | -               | -                |
| IX          | <b>Profit (Loss) for the year (VII-VIII)</b>   | <b>-836.62</b>                                | <b>-270.19</b>  | <b>-483.14</b>  | <b>-563.40</b>  | <b>-1,047.58</b> |
| X           | <b>Other Comprehensive Income/(losses)</b>   |   |                 |                 |                 |                  |
|             | Items that will not be reclassified subsequently to P&L Re-measurement of defined benefit plan | -44.62  | -24.43          | 101.93          | -               | -                |
| XI          | <b>Total Comprehensive Income/(losses) for the year</b>  | <b>-881.24</b>                                | <b>-294.62</b>  | <b>-381.21</b>  | <b>-563.40</b>  | <b>-1,047.58</b> |

## 2.2.12 SWOT Analysis

### Strengths

- Ideally located at prime IT & Electronic manufacturing industrial hub Mohali.
- Proximity to international airport.
- Large infrastructure having five air-conditioned buildings best suitable for IT/ITES& Electronic manufacturing
- Large number of trained manpower including engineers, professionals, diploma holders and ITIs.
- Manpower has experience of handling wide range of legacy as well as latest telecom and IT products.
- Zero Debt Company.
- Holding of good market share of products PLCC and PDMUX

### Weakness

- Critical shortage of skilled technical manpower due to lack of pay parity with competitors.
- Limited risk taking ability and long drawn decision making process being a PSU.
- Structural constraints of a PSU and large fixed costs.
- Lack of flexibility in business.

### Opportunities

- State of the art new SMT assembly line for electronic manufacturing.
- Need of a strategic partner for regular technology induction and operational control.
- Opportunities in IT & ITES.

### Threats

- Fast changing technology in telecom and data transmission.
- Direct competition with MNCs and small contractors.

## SECTION 3: INVITATION OF EXPRESSION OF INTEREST

### FOR STRATEGIC DISINVESTMENT OF 71.20% SHAREHOLDING OF PUNCOM HELD BY GOVERNMENT OF PUNJAB

#### 3.1 PROPOSED TRANSACTION

##### Broad terms of the Transaction

The Government of Punjab through Punjab Information & Communication Technology Corporation Ltd. (PICTCL) and Punjab State Industrial Development Corporation Ltd. (PSIDC), holding 71.20% of issued, subscribed and paid up equity share capital of PUNCOM, has approved disinvestment of its shareholding through Strategic Disinvestment (“**Strategic Disinvestment**” or “**Transaction**”).

The Government of Punjab acting through Directorate of Public Enterprise and Disinvestment (DPED) has engaged Resurgent India Limited as Transaction Advisor for providing advisory services and managing the disinvestment process.

The process for the Transaction has been divided into two stages, namely, Stage I and Stage II.

##### Stage I:

Through this invitation of EoI, the Transaction Advisor is providing the interested bidders (“**IB’s**”) with instructions for submitting their EOIs to the Transaction Advisor, which would be used for prequalifying the IBs in accordance with Eligibility Criteria and Disqualification conditions detailed in this invitation of EoI. Only those IBs who prequalify in accordance with Eligibility Criteria and Disqualification conditions contained therein shall be allowed to participate in stage II subject to IB’s execution of a Non-Disclosure Undertaking (“**NDU**”).

##### Stage II:

Based on an evaluation of the EoIs submitted, IBs, if shortlisted, subject to execution of an NDU (in the format enclosed in Annexure 4), will be provided with request for proposal (“**RFP**”) and access to data room, which shall provide further details of PUNCOM and the Transaction in terms of the RFP. Thereafter, financial bids submitted by the shortlisted IBs as per the terms of the RFP shall be opened and evaluated as per procedure laid down by GoP. The IB shall be required to deposit earnest money at Stage-II, if required by GoP. The format, requisite earnest money deposit (“**EMD**”) and other formalities related to the RFP will be communicated in due-course.

*Interested Bidders may note that PUNCOM being a listed company is governed by Securities and Exchange Board of India (Substantial Acquisition of Shares and Takeovers) Regulations, 2011. In case any Interested Bidder(s) chooses to make an open offer under SEBI regulations, GoP reserves the right to accept or reject such open offer without communicating any reason whatsoever.*

**Contents of invitation to Eoi**

This invitation of Eoi contains the following:

| <b>Section</b> | <b>Content</b>  |
|----------------|---|
| 3.2            | Eligibility Criteria for IB   |
| 3.3            | Instruction For Submission of Eoi   |
| 3.4            | Conditions /Circumstances which may lead to Disqualification of IBs   |
| Annexure: 1    | Expression of Interest.   |
| Annexure: 2    | Statement of Legal Capacity.  |
| Annexure: 3    | Request for Qualification by Sole IB including each of the Consortium member, if applicable, along with supporting documents. |
| Annexure:4     | Non-Disclosure Undertaking  |
| Annexure: 5    | Power of Attorney for Sole IB or Consortium of IBs.   |
| Annexure: 6    | Consortium Agreement, if applicable.  |
| Annexure: 7    | Declaration regarding legal proceedings by Sole IB and each Consortium member, if applicable.                                 |
| Annexure: 8    | Declaration regarding Confidentiality.  |
| Annexure: 9    | Affidavit for correctness of documents submitted in the EOI.  |
| Annexure: 10   | DIPAM Guidelines for qualifications of Bidders  |

### 3.2 ELIGIBILITY CRITERIA

The eligibility criteria for the IBs are as follows:

- 3.2.1 Any private limited company or public limited company registered under Companies Act 1956 or 2013, Limited Liability Partnership (LLP) or SEBI registered Alternative Investment Fund (AIF) or a company incorporated outside India, which is eligible to invest in India under the laws of India (subject to such parties obtaining all statutory approvals from GoP/DIPP/RBI etc. by themselves) either as a sole IB or as part of a consortium.
- 3.2.2 IB's should have a minimum Net Worth<sup>5</sup> of **Rs. 75<sup>6</sup> Crore** as on 31<sup>st</sup> March 2019.
- 3.2.3 IBs shall be in existence for at least 3 financial years as on 31.03.2019.
- 3.2.4 **Conditions for bidding by Consortium**
- Consortium of IBs ("**Consortium**") may also participate in the Transaction. The Consortium shall not have more than one (1) lead member (the "**Lead Member**"). The Lead Member of the Consortium should have minimum equity contribution of 51% and the minimum equity contribution by other IBs to qualify as a member of the Consortium should be at least 20%.
  - For a Consortium, the combined net worth of all the members of the Consortium should meet the minimum net worth criteria mentioned in clause **3.2.2** above. The Lead member shall have minimum Net Worth of Rs. 39 crore and each member of Consortium shall have a minimum net worth of Rs. 15 Crores as on 31<sup>st</sup> March 2019
  - In case a Consortium is shortlisted in EoI process and subsequently selected as the strategic investor, it shall be required to incorporate a company ("**Investment Vehicle**") that shall enter into definitive agreements.
  - The shareholding of the members of the Consortium in the Investment Vehicle shall be same as the respective interest of members in Consortium.

<sup>5</sup>**Net Worth** means the aggregate value of the paid-up share capital and all reserves created out of the profits and securities premium account, after deducting the aggregate value of the accumulated losses, deferred expenditure and miscellaneous expenditure not written off, as per the audited balance sheet, but does not include reserves created out of revaluation of assets, write back of depreciation and amalgamation. (Source: Companies Act 2013).

For Limited Liability Partnerships (LLPs), Net Worth shall mean aggregate value of the partner contribution and all reserves created out of the profits, after deducting the aggregate value of the accumulated losses, deferred expenditure and miscellaneous expenditure not written off, as per the audited balance sheet, but does not include reserves created out of revaluation of assets, write back of depreciation and amalgamation.

For **SEBI registered Alternative Investment Fund (AIF)** other than LLPs and companies, Net Worth shall mean maximum permissible investment limit for that particular AIF (as per SEBI (Alternative Investment Fund) Regulations, 2012) in a single investee entity.

Net worth should be calculated on the basis of the audited financial statements of an IB as on 31<sup>st</sup> March 2019. In case the annual accounts of an IB for the financial year ending on 31<sup>st</sup> March 2019 are not audited then the IB shall submit a certificate from its statutory auditor certifying the Net Worth as at close of such financial year along with the methodology used for calculating such Net Worth. For AIFs, a certificate Statutory Auditor certifying maximum permissible investment shall be submitted.

<sup>6</sup>Where the financial statements are expressed in a currency other than the Indian Rupee, the eligible amount as described above shall be computed by taking the equivalent US Dollar at the exchange rates (reference rate as set by Reserve Bank of India) prevailing on the date of EoI

(e) Restriction on change in composition of Consortium:

- (i) Any changes in the composition of the Consortium may be permitted only upto the stage of EOI Due Date after the EOI already submitted has been withdrawn and fresh EOI has been submitted upto the EOI Due Date. However, no change in the composition will be permitted after the last date of submission of EOI till the shortlisting of IBs.
- (ii) If after short listing of IBs, a consortium IB desires a change in the consortium by inclusion/exclusion of members or if a non-consortium IB desires to form a consortium by inducting new member(s), it shall have to apply for such change to the Transaction Advisor. After obtaining approval from the GoP, TA shall qualify/disqualify such a consortium subject to the eligibility criteria and the following:
  - a. The change shall be permitted only once per consortium.
  - b. No change in Lead Member shall be allowed.
  - c. Jumping from one consortium to another shall not be permitted.
  - d. Request for such modification/ withdrawal/ substitution shall be entertained only before the financial bids are received by GoP. However, the last date for such request shall be specified in the Request For Proposal (RFP) document.

### 3.3 INSTRUCTION FOR SUBMISSION OF EOI

- 3.3.1** This invitation of Eoi along with annexures will be uploaded on the following websites: [www.resurgentindia.com](http://www.resurgentindia.com), [www.puncom.com](http://www.puncom.com), [www.punjabinfotech.gov.in](http://www.punjabinfotech.gov.in) and [www.pbindustries.gov.in](http://www.pbindustries.gov.in). Following receipt of invitation of Eoi, IBs are required to respond in the format as detailed in this invitation of Eoi along with payment of non-refundable fees of Rs. 1,00,000/- (Rupees one lacs only).
- 3.3.2** The non-refundable fees of Rs. 1,00,000/- shall be deposited by the IBs either by way of a demand draft or through electronic mode in the designated account as per the details given hereunder:
- (a) Name of the Account: Punjab Information & Communication Technology Corporation Limited
  - (b) Account number: 0143104000066653
  - (c) IFS code: IBKL0000143
  - (d) Name of the Bank: IDBI Bank
  - (e) Branch: S.C.O 72-73, Sector-17-B,P.B NO. 27, Chandigarh-160017
  - (f) Swift code: IBKLINBB003
- 3.3.3** Subsequently, a site visit (cost of which will be borne by the IBs) may be scheduled to facilitate the shortlisted IBs in their assessment of PUNCOM at the discretion of the GoP. The modalities related to the visit and due diligence will be communicated to the shortlisted IBs in due course.
- 3.3.4** The shortlisted IBs shall carry out their own due diligence, surveys, investigations, examination independent assessment and appraisal of PUNCOM and the Transaction after submitting the Eoi. The GoP/PUNCOM/Transaction Advisor or their respective consultants, agents, officials, advisors and employees make no representations, in relation thereto and shall not be liable in any manner whatsoever. The IBs shall bear all costs associated with the due diligence, preparation and submission of the EOI. PUNCOM, GoP and Transaction Advisor shall not, under any circumstances be responsible or liable for any such costs, whether direct, incidental or consequential.
- 3.3.5** IBs shall have satisfied themselves of their queries before participating in the Transaction. GoP, Transaction Advisor and PUNCOM reserve 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 GoP, Transaction Advisor and/or PUNCOM to respond to any question or to provide any clarification. No extension of any time and date referred to in this invitation of Eoi shall be granted on the basis or grounds that the GoP or Transaction Advisor or PUNCOM have not responded to any question/ provided any clarification.
- 3.3.6** Details regarding the process post short-listing based on the Eois submitted will be subsequently shared with the IBs in the RFP.
- 3.3.7** EOIs are liable to be rejected by GoP if IBs fail to meet the eligibility criteria as specified in section 3.2 'Eligibility Criteria' and/or are disqualified in accordance with the conditions specified in section 3.4 'Disqualifications' in this invitation of Eoi or for any other reason deemed fit, or even without communicating any reason whatsoever.
- 3.3.8** GoP reserves the right to withdraw from the Transaction, to accept or reject any or all Eois at any stage of the Transaction and/modify the process or any part thereof or to vary any terms at any time without communicating any reason whatsoever. In such an event no financial obligation whatsoever shall accrue



to GoP, the Company, the Transaction Advisor or any of their respective officers, employees, advisors or agents.

**3.3.9** At any time prior to the EoI Due Date for submission of EoI, GoP may, for any reason, whether at its own initiative or in response to clarifications requested by any IB, modify the invitation of EoI by the issuance of addendum.

**3.3.10** The GoP reserves the right to additionally seek any documents, information, indemnities, warranties, representations or performance obligations from the IBs or any of their related entities to GoP's sole satisfaction without any liability to the Transaction Advisor, GoP and PUNCOM.

**3.3.11 Format and Signing of EoI**

The IB shall provide all the information sought in this invitation of EoI in the prescribed format. The Transaction Advisor will evaluate only those EoIs that are received in the required formats and complete in all respects.

The EoI shall be typed and signed in indelible blue ink by the authorized signatory of the IB. The IBs shall submit the EoI by mentioning the page number on each document and to be submitted in sequence specified in clause 3.3.12.

The EoI and all related correspondence and documents in relation to the EoI shall be in English language.

All the alterations, omissions, additions or any other amendments made to the EoI shall be initialled by the person(s) signing the EoI.

**3.3.12 Documents comprising the EoI.**

The IB shall submit the EoI in hard bound. The EoI must be signed by a duly authorized representative of the IB. The IB shall also be required to submit a Power of Attorney (in the form enclosed in Annexure 5) authorizing the signatory of the EoI to commit the IB.

The contents of EoI shall be as under

| S. No | Documents  |
|-------|--|
| 1.    | Demand Draft or Proof of payment (in case of electronic payment) of Rs. 1,00,000/- (Rupees one lakh only) towards non-refundable fees  |
| 2.    | Annexure: 1- Expression of Interest  |
| 3.    | Annexure: 2- Statement of Legal capacity   |
| 4.    | Annexure: 5- Power of Attorney for Sole IB or Consortium of IBs.   |
| 5.    | Annexure: 6- Consortium Agreement, if applicable.  |
| 6.    | Annexure: 7- Declaration for legal proceedings.  |
| 7.    | Annexure: 8- Declaration for confidentiality.  |
| 8.    | Annexure: 9- Affidavit for correctness of documents submitted in EOI.  |
| 9.    | A certificate duly signed by Company Secretary/ any other officer in charge of legal affairs, stating that [IB/each consortium member] is eligible to participate in the proposed Sale in terms of Clause _____ of its Memorandum and Articles of Association/ _____ (name of Document of Constitution as may be applicable). (specific provision may be reproduced in certificate). |
| 10.   | A certificate duly signed by Company Secretary/ any other officer in charge of legal affairs, stating that [IB/each consortium member] is eligible to participate in the proposed Sale in terms of guidelines issued by DIPAM vide No. 3/9/2016-DD-II-B Dated: 28 <sup>th</sup> September, 2017  |

|     |  |
|-----|--|
| 11. | A certificate duly signed by Company Secretary/ any other officer in charge of legal affairs, for shareholding pattern.  |
| 12. | Statutory auditor's certificate certifying the Net Worth as on 31 <sup>st</sup> March 2019 as defined in the Eligibility criteria along with a detailed calculation of the Net Worth. In case the annual accounts of an IB for the financial year ending 31 <sup>st</sup> March 2019 are not audited then the IB shall submit a certificate from its statutory auditor certifying the Net Worth as at close of such financial year along with the methodology used for calculating such Net Worth along with Provisional Financials of 2019. |
| 13. | An affidavit certifying the correctness of the documents submitted in the EOI.   |
| 14. | Annexure: 3- Request for Qualification by Sole IB including each of the Consortium member, if applicable, along with supporting documents.   |
| 15. | Audited financial statements and annual reports for the immediately three preceding financial years.   |
| 16. | A certified true copy of Memorandum of Association, Articles of Association, Certificate of Incorporation, Certificate of Commencement of Business (if applicable).  |

### 3.3.13 Submission of Eoi

- (i). Two sets of all the documents listed in clause 3.3.12 should be submitted on or before the Eoi Due Date to the Transaction Advisor in two separate sealed envelopes in the following manner:

**Envelope 1:** Envelope 1 should contain all the originally signed documents (as listed in clause 3.3.12) and should be sealed and duly superscribed as **“Private and Confidential-Expression of Interest for strategic disinvestment of 71.20% shareholding of Punjab Communications Ltd. held by Government of Punjab.- Original”**.

**Envelope 2:** Envelope 2 should contain a copy of all the originally signed documents (as listed at clause 3.3.12) and should be sealed and duly superscribed as **“Private and Confidential-Expression of Interest for strategic disinvestment of 71.20% shareholding of Punjab Communications Ltd. held by Government of Punjab -Copy”**.

Both the envelopes shall clearly indicate the name and address of the IB.

Envelope 1 and Envelope 2 along with soft copy (in compact Disk/pen drive) of documents contained therein shall then be placed in a third envelope (**“Envelope 3”**), which shall be sealed and duly superscribed as **“Private and Confidential-Expression of Interest for strategic disinvestment of 71.20% shareholding of Punjab Communications Ltd. held by Government of Punjab”** and shall clearly indicate the name and address of the IB. In addition, the Eoi Due Date should be indicated on the right hand top corner of Envelope 2.

- (ii). The envelope shall be addressed to the following officer and shall be physically submitted at the below mentioned address:

**Akhilesh Raina**  
**Associate Vice President**  
 Resurgent India Limited  
 903-906 , 9th Floor, Tower-C,  
 Unitech Business Zone, Sector-50,  
 Nirvana Country, Gurugram-122018, Haryana  
 Tel: 0124-4754550  
 Mob: + 91 8745050509

PUNCOMdisinvestment@resurgentindia.com

- (iii). If the envelope is not sealed and marked as instructed above, the GoP/Transaction Advisor/PUNCOM assumes no responsibility for the misplacement or premature opening of the contents of the EoI submitted and consequent losses, if any, suffered by the IB. Any submission made shall be rejected if it is not marked as per the instructions mentioned in this invitation of EoI.
- (iv). EoI submitted by fax, telex, or e-mail shall not be entertained and shall be summarily rejected.
- (v). All enquiries related to the Transaction should be addressed to the representative of Transaction Advisor mentioned above.

### 3.3.14 Bidding schedule

| Sl. No. | Event Description  | Date                            |
|---------|--|---------------------------------|
| 1.      | Invitation of EoI (Advertisement)  | 19.08.2020                      |
| 2.      | Start date of receiving queries<br>Through email: <a href="mailto:puncomdisinvestment@resurgentindia.com">puncomdisinvestment@resurgentindia.com</a> | 19.08.2020                      |
| 3.      | Last date for receiving queries<br>Through email: <a href="mailto:puncomdisinvestment@resurgentindia.com">puncomdisinvestment@resurgentindia.com</a> | 26.08.2020                      |
| 4.      | Transaction Advisor's response to the queries latest by<br>(To be uploaded on website in form of FAQs)   | 03.09.2020                      |
| 5.      | Last date of submission of EoI ("EoI Due Date")  | 03.10.2020<br>at 1100 hours IST |
| 6.      | Opening of EoI   | 03.10.2020<br>at 1500 hours IST |

GoP, Company and the Transaction Advisor shall bear no responsibility for non-receipt of EoIs/any other correspondence sent by post/e-mail/courier/fax.

### 3.3.15 Approvals

The IB shall be responsible for obtaining all the applicable approvals to complete the Transaction within a specified time limit. For the purpose of this Transaction, the IB shall ascertain the applicability and implication of all laws pertaining to the Transaction and shall ensure compliance with all the applicable laws.

### 3.3.16 Late EoIs

Submission of any EoI after the prescribed date and time at Clause 3.3.14 shall not be considered and the EoI shall be summarily rejected.

### 3.3.17 Substitution/ withdrawal of EoI

- a) The IB may substitute or withdraw its EOI after submission prior to the EOI Due Date. No EOI can be substituted or withdrawn by the IB on or after the EOI Due Date & Time.
- b) Restriction on change in composition of Consortium: Any changes in the composition of the Consortium may be permitted only upto the stage of EOI Due Date after the EOI already submitted has been withdrawn and fresh EOI has been submitted upto the EOI Due Date. However, no change in the composition will be permitted after the last date of submission of EOI till the shortlisting of IBs.

### 3.3.18 Continuing Requirements

The IB shall not only meet the eligibility criteria at the time of submission of EOI but shall continue to be eligible throughout the Transaction process. IB shall have the obligation to immediately notify the Transaction Advisor on its becoming ineligible any time during the process. In the event of any IB or the member of Consortium getting disqualified or not meeting the eligibility criteria, such IB or Consortium, as the case may be, shall not be permitted to continue with the bidding.

### **3.3.19 Evaluation of Eol.**

The Transaction Advisor will subsequently examine and evaluate all the Eols in accordance with the provisions of invitation of Eol.

### **3.3.20 Rejection of Eol**

- (i) Notwithstanding anything contained in this invitation of Eol, the GoP reserves the right to reject any or all Eols on the grounds of national interest, national security, public interest or any other grounds without communicating any reasons thereof and without any liability or any obligation for such rejection.
- (ii) The GoP may also annul the Eol process and/or reject all Eols at any time without any liability or any obligation for such acceptance, rejection or annulment, and without communicating any reasons thereof. In the event that the GoP rejects or annuls all the Eols, it may, in its discretion, invite fresh Eols hereunder.
- (iii) The GoP reserves the right not to proceed with the Eol process at any time, without notice or liability, and to reject any Eol without communicating any reasons.

### **3.3.21 Validity of Eol**

The Eols shall be valid for a period of not less than 180 (one hundred and eighty) days from the Eol Due Date. The validity of Eols may be extended at the discretion of the GoP.

### **3.3.22 Confidentiality**

Information relating to the examination, clarification, evaluation and recommendation for the IBs shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional advisor advising the GoP in relation to, or matters arising out of, or concerning the Eol process. The Transaction Advisor will treat all information, submitted as part of the Eol, in confidence and will require all those who have access to such material to treat the same in confidence. The Transaction Advisor shall not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity and/ or the GoP or as may be required by law or in connection with any legal process.

**3.3.23** The completed forms, "Annexures" of the Eol shall be considered as part of the contract documents in the case of successful bid.

**3.3.24** All financial statements or data to be derived therefrom referred herein shall mean on a consolidated basis and where consolidated financial statements are not required to be prepared by the entity, such financial statements or data derived therefrom shall mean on a standalone basis.

**3.3.25** The detailed terms specified in the definitive agreements shall have overriding effect; provided, however, that any conditions or obligations imposed on the IB hereunder shall continue to have effect in addition to its obligations under the definitive agreements.

**3.3.26** Any condition or qualification or any other stipulation contained in the invitation of Eol shall render the Eol liable to rejection as a non-responsive Eol.

- 3.3.27** The documents including this invitation of EoI and all attached documents are and shall remain or become the properties of the GoP and are transmitted to the IBs solely for the purpose of preparation and the submission of an EoI in accordance herewith. IBs shall not use such documents/information for any purpose other than for preparation and submission of their EoI.
- 3.3.28** A draft of the Non-Disclosure Undertaking (NDU) has been provided in Annexure 4. Shortlisted IBs shall be required to execute the NDU before they can be provided access to data room and the RFP.
- 3.3.29** The IBs shall provide certificates, undertakings, Earnest Money Deposit (EMD) or such similar documents for such amounts and on such terms and conditions prior to submission of the financial bid in Stage II as may be informed by the GoP.
- 3.3.30** The GoP, Company and the Transaction Advisor shall not be liable for any omission, mistake or error in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to the invitation of EoI including any error or mistake therein or in any information or data given by the Transaction Advisor.
- 3.3.31** The GoP and the Transaction Advisor reserve the right to verify all statements, information and documents submitted by the IB in response to the EoI and the IB shall, when so required by the GoP/Transaction Advisor, make available all such information, evidence and documents as may be necessary for such verification. Any such verification or lack of such verification, by the GoP/Transaction Advisor shall not relieve the IB of its obligations or liabilities hereunder nor will it affect any rights of the GoP/Transaction Advisor thereunder.
- 3.3.32** Disinvestment of entire shareholding in Company by GoP will be subject to applicable statutory and regulatory restrictions and approval requirements.
- 3.3.33** Governing Law / Jurisdiction: The Transaction and all matters incidental thereto shall be governed by the laws of India. All disputes arising out of the Transaction shall be subject to the exclusive jurisdiction of the courts at Chandigarh.

### 3.4 DISQUALIFICATIONS

- 3.4.1** The GoP/Transaction Advisor shall not consider for the purpose of qualification, any EoI which has been found to be incomplete in content or attachments or authenticity.
- 3.4.2** Without prejudice to any other rights or remedies available, the GoP / Transaction Advisor reserves the right to disqualify any IB and exclude its EoI from further consideration for any of the following reasons including without limitation;
- (a) Misrepresentation/false statement is made by the IB or any member of a Consortium in the EoI, at any stage of the Transaction, whether in the EoI, the financial bid, supporting documentation or otherwise and whether written or oral.
  - (b) If the EoI submitted by the IB/Consortiums is in any respect inconsistent with, or demonstrate any failure to comply with, the provisions of the invitation of EoI.
  - (c) Failure by IB / any Consortium member to provide necessary and sufficient information required to be provided in the EoI.
  - (d) Submission of EOI in respect of any IB/ Consortium, where such IB or member had already submitted an EOI or is a member of another Consortium, which has already submitted an EoI in which case, all such EOIs shall be rejected.
  - (e) The IBs/ any member of the Consortium not satisfying the eligibility and requisite qualification criteria specified in this invitation of EoI and hence not eligible.
  - (f) GoP is not satisfied with the sources of funds/ownership structure of the IB/Consortium.
  - (g) Failure by the IB/ any member of the Consortium to comply with any reasonable requests of the GoP and/or the Transaction Advisor in relation to the Transaction.
  - (h) If it is discovered at any time that an IB/ any member of the Consortium and/or its Promoters (defined hereinafter) are subjected to winding up/insolvency/bankruptcy or other proceedings of a similar nature.
  - (i) Any information regarding or in connection with the IB / any member of the Consortium which becomes known that is detrimental to the national security and/or public interest and/or national interest and/or Transaction and/or the interests of PUNCOM and/or GoP.
  - (j) Initiation or existence of any legal proceedings, by or against the IB/ any member of the Consortium in respect of PUNCOM, which proceeding may be prejudiced by the participation of the IB/Consortium in the selection process. For example, inspection by an IB of case files of the Company of matters filed against that IB.
  - (k) The IB or if the IB is a Consortium, then any member of such Consortium or their respective Promoters or parent companies or subsidiaries who do not satisfy the requirements of qualification or are disqualified under the Government of India office memorandum No. 3/9/2016-DoD-II-B dated: 28th September, 2017, (refer Annexure 12) as amended from time to time.

(l) Non fulfillment of any other condition as listed in the EoI including breach of Non-Disclosure Undertaking.

(m) In regard to matters relating to the national security and national integrity, any charge-sheet by any Governmental Authority / conviction by a court of law for an offence committed by the IB or any of the members of the IB in case of a Consortium or by any of their respective sister concerns or any of their promoters, promoter group and directors would result in disqualification. The decision in regard to the relationship between the sister concerns would be taken based on the relevant facts and after examining whether the two concerns are substantially controlled by the same person/persons. The term 'Promoter' shall have the same meaning as defined under the Companies Act, 2013 and the Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations, 2009, as amended and the term 'promoter group' shall have the same meaning as defined under the Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations, 2009, as amended.

**"Governmental Authority"** means (a) the government of India or the government of any state or other political subdivision thereof in India; (b) any other governmental or quasi-governmental or statutory or regulatory authority, agency, department, board, commission or instrumentality of India or of any state or political subdivision thereof including without limitation the Foreign Investment Promotion Board and the Reserve Bank of India; or (c) any court, tribunal, judicial or quasi-judicial authority of competent jurisdiction in India or any arbitration tribunal (including a sole arbitrator).

(n) Any condition or qualification or any other stipulation inserted by the IB/Consortium contained in the EOI shall render the EOI liable to rejection.

(o) IBs or promoters or promoter group or directors of such IBs/Consortium which are otherwise covered in section 3.2 (Eligibility Criteria) above but are:

- i. debarred from accessing or operating in the capital markets or restrained from buying, selling or dealing in securities under any order or direction passed by any Governmental Authority;
- ii. appearing in the RBI list of Wilful Defaulters;

**"Wilful Defaulter"** means an issuer who is categorized as a wilful defaulter by any bank or financial institution or consortium thereof, in accordance with the guidelines on wilful defaulters issued by the Reserve Bank of India and includes an issuer whose director or promoter is categorized as such.

(p) If the IB/Consortium does not satisfy any of the requirements as may be issued by the GoP by way of notifications / issue of guidelines / circulars or such similar notifications from time to time including any conditions of disqualifications the EoI submitted by such IB/Consortium shall be disqualified.

(q) All entities that have been debarred/ banned/ blacklisted by any Governmental Authority, from time to time.

(r) IBs which are otherwise covered in section 3.2 (Eligibility Criteria) above but are:

- (i) Erstwhile OCBs which are incorporated outside India and are under the adverse notice of RBI;
- (ii) Prohibited or restricted from investing in PUNCOM basis their status / sector in which PUNCOM operates under the Foreign Exchange Management Act, 1999 or any regulations made thereunder and including the provisions of the Consolidated FDI Policy. It being

clarified that sectors where government approval is required will not be considered as 'restricted' from investing.

**"OCBs"** mean a company, partnership firm, society and other corporate body owned directly or indirectly to the extent of at least sixty per cent by Non-Resident Indians and includes overseas trust in which not less than sixty percent beneficial interest is held directly or indirectly by Non-resident Indians directly or indirectly but irrevocably, which was in existence as on the date of commencement of the Foreign Exchange Management (Withdrawal of General Permission to Overseas Corporate Bodies (OCBs) Regulations, 2003 and immediately prior to such commencement was eligible to undertake transactions pursuant to the general permission granted under Foreign Exchange Management Regulation Act, 1999.

- (s) If IBs/ any member of the Consortium or any of their officers or employees, directly or indirectly, communicate with any officer/employee of DPED or PICTCL or PSIDC or PUNCOM either before or after submission of its EoI.
- (t) If IBs/ any member of the Consortium or any of their officers or employees, directly or indirectly, disclose the intent/willingness to participate as an Interested Bidder (IB) in EoI process to any officer/employee of DPED or PICTCL or PSIDC or PUNCOM at any time from the date of issue of this invitation of EoI.

- 3.4.3** If any information becomes known after the IB has been qualified to access the data room and receive RFP, which information would have entitled the GoP /Transaction Advisor to reject or disqualify the EOI of relevant IP, the GoP /Transaction Advisor reserves the right to reject the IB at the time or at any time after such information becomes known to the GoP /Transaction Advisor. Where such party is a Consortium, GoP /Transaction Advisor may disqualify the entire Consortium, even if it applied to only one member of the Consortium.
- 3.4.4** If any of the members of the Consortium are disqualified, all the members of the Consortium shall automatically stand disqualified.
- 3.4.5** In addition to the eligibility of the IB being a sole IP, each of the members of Consortium and the Consortium as a whole must be eligible, as per criteria mentioned in this invitation of EoI, on the date of submission of the EOI and must continue to be eligible throughout until the consummation of the Transaction.
- 3.4.6** Any of the outstanding indebtedness of IB availed from either banks or financial institution being classified as 'non-performing asset' or any equivalent classification in the respective jurisdiction on the IB and includes all such indebtedness availed by any of the entities where the IB holds more than 50% in the share capital of such entity or any of the entities that hold more than 50% in the share capital of IB.
- 3.4.7** The GoP determination that one or more of the events specified in Clauses 3.4.1, 3.4.2, 3.4.3, 3.4.4, 3.4.5 and 3.4.6 of section 3.4 (Disqualifications) has occurred shall be final and conclusive.



**ANNEXURE 1: EXPRESSION OF INTEREST**

*(To be typed on the letterhead of the IB /Lead Member of Consortium submitting the Eoi)*

Reference No. \_\_\_\_\_

Date \_\_\_\_\_

To,  
 Mr. Akhilesh Raina  
 Associate Vice President  
 Resurgent India Limited  
 903-906, Unitech Business Zone,  
 Tower C, Nirvana Country,  
 Sector 50, Gurugram, Haryana - 122018

**Sub: GLOBAL INVITATION OF EXPRESSION OF INTEREST FOR STRATEGIC DISINVESTMENT OF 71.20% STAKE HELD BY GOVERNMENT OF PUNJAB IN PUNJAB COMMUNICATIONS LTD. (“PUNCOM”)**

Sir,

This is with reference to the advertisement dated \*\*\*\*\* (“**Advertisement**”) inviting Expression of Interest (“**Eoi**”) for Sale of such number of shares held by the Government of Punjab, representing 71.20% of the paid up equity share capital of PUNCOM, a company registered under the Companies Act, 1956 having its registered office at B-91, Phase VIII, Industrial Area, SAS Nagar (Mohali), Punjab-160071 (INDIA). (“**Strategic Disinvestment**”).

As specified in the advertisement, we have read and understood the contents of the Preliminary Information Memorandum (PIM) and the invitation of Expression of Interest (Eoi) and are desirous of participating in the Strategic Disinvestment, and for this purpose confirm and undertake as follows:

1. We propose to submit our EOI in individual capacity as \_\_\_\_\_ (insert name of Interested Bidder)

**OR<sup>®</sup>**

We have formed/propose to form a consortium comprising of [\_\_\_\_] members (“**Consortium**”) as follows:

- a. [●] holding [●] % shareholding in the Consortium;
- b. [●] holding [●] % shareholding in the Consortium; and
- c. [●] holding [●] % shareholding in the Consortium.

2. We understand that 71.20 % equity stake of PUNCOM is proposed to be divested and we are interested in bidding for the same. We believe that we/our Consortium/proposed Consortium satisfy the eligibility criteria set out in relevant section of invitation of EOI including the guidelines for qualification of bidders seeking to acquire stake in Public Sector Enterprise through the process of disinvestment issued by GoP vide DIPAM OM No. 3/9/2016-DoD-II-B dated: 28th September, 2017. We certify that in regard to matters other than security and integrity of the country, we have not been convicted by a Court of law or indicted or adverse orders

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<sup>®</sup> Strike off whichever is not applicable.

passed by a regulatory authority which would cast a doubt on our ability to manage the public sector unit when it is disinvested or which relates to a grave offence that outrages the moral sense of the community.

3. We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government of India or convicted by a Court of law for any offence committed by us or by any of our sister concerns.
4. We further certify that no investigation by a regulatory authority is pending either against us or against our sister concerns or against our CEO or any of our directors/ managers/employees.
5. We undertake that in case due to any change in facts or circumstances during the pendency of the Disinvestment process, we are attracted by the provisions of the disqualifications in terms of the subject guidelines, we would intimate the Transaction Advisor immediately.
6. The statement of Legal Capacity and Request For Qualification as per formats indicated hereinafter, duly signed by us/respective members, who jointly satisfy the eligibility criteria, are enclosed.
7. We confirm and represent that we have the requisite corporate authorisations to submit the EOI.
8. We shall be glad to receive further communication on the subject.

Sincerely

\_\_\_\_\_ (Signature of Authorised Signatory for and on behalf of IB/Consortium)  
\_\_\_\_\_ (Name of Authorised Signatory)  
\_\_\_\_\_ (Designation of Authorised Signatory)  
\_\_\_\_\_ (Name of the Interested Bidder)

Enclosure:

1. Statement of Legal Capacity
2. Request For Qualification

**ANNEXURE 2: STATEMENT OF LEGAL CAPACITY**

*(To be typed on the letterhead of the IB /each member of consortium submitting the Eol)*

Reference No. \_\_\_\_\_

Date \_\_\_\_\_

To,  
 Mr. Akhilesh Raina  
 Associate Vice President  
 Resurgent India Limited  
 903-906, Unitech Business Zone,  
 Tower C, Nirvana Country,  
 Sector 50, Gurugram, Haryana - 122018

**Sub: GLOBAL INVITATION OF EXPRESSION OF INTEREST FOR DISINVESTMENT OF 71.20% STAKE HELD BY GOVERNMENT OF PUNJAB IN PUNJAB COMMUNICATIONS LIMITED (“PUNCOM”)**

Sir,

This is with reference to the advertisement dated \*\*\*\*\* (“**Advertisement**”) inviting Expression of Interest (“**Eol**”) for Sale of such number of shares held by the Government of Punjab, representing 71.20% of the paid up equity share capital of PUNCOM, a company registered under the Companies Act, 1956 having its registered office at B-91, Phase VIII, Industrial Area, SAS Nagar (Mohali), Punjab-160071 (INDIA). (“**Strategic Disinvestment**”).

We have read and understood the contents of the Preliminary Information Memorandum (PIM) and the invitation of Expression of Interest (Eol) and pursuant to this hereby confirm that:

1. We satisfy the eligibility criteria laid out in clause 3.2 of invitation of EOI.

**OR<sup>®</sup>**

We, the members of Consortium (constitution of which has been described in the Expression of Interest), jointly satisfy the eligibility criteria as laid out in invitation of EOI and we have agreed that \_\_\_\_\_ (insert member’s name) will act as the Lead Member of the Consortium.

2. We/our Consortium/proposed Consortium have agreed that [●] (insert name and designation of individual) will act as our representative and has been duly authorised to submit the EOI (“**Representative**”). Further, the authorised signatory is vested with requisite powers to furnish such letter and Request for Qualification and authenticate the same.

Sincerely

\_\_\_\_\_ (Authorised Representative and Signatory for and on behalf of IB/Consortium)

\_\_\_\_\_ (Name of the Person)

\_\_\_\_\_ (Designation of Authorised Signatory)

<sup>®</sup> Strike off whichever is not applicable.

**ANNEXURE 3: FORMAT FOR REQUEST FOR QUALIFICATION**

*(To be typed on the letterhead of the IB submitting the EoI)  
(To be submitted by IB/each member of the consortium)*

Reference No. \_\_\_\_\_

Date \_\_\_\_\_

To,  
Mr. Akhilesh Raina  
Associate Vice President  
Resurgent India Limited  
903-906, Unitech Business Zone,  
Tower C, Nirvana Country,  
Sector 50, Gurugram, Haryana - 122018

| S. No. | Particulars   | Details |
|--------|---|---------|
| 1.     | <b>Name of the Interested Bidder/ Member of Consortium</b>  |         |
| 2.     | <b>Constitution</b>   |         |
|        | i. Public Limited Company   |         |
|        | ii. Private Limited Company   |         |
|        | iii. Limited Liability Partnership (LLP)  |         |
|        | iv. SEBI Registered Alternate Investment Fund (AIF)   |         |
|        | v. Others   |         |
| 3.     | <b>If the Interested Bidder is a foreign company, specify list of statutory approvals from GoP/ RBI/ DIPP applied for/ obtained/ awaited, if any</b>  |         |
| 4.     | <b>Memorandum and Articles of Association/Document of Constitution, as may be applicable to the Interested Bidder / member of Consortium</b>  |         |
| 5.     | <b>A certificate duly signed by Company Secretary/ any other officer in charge of legal affairs, stating that Interested Bidder is eligible to participate in the proposed Sale in terms of Clause _____ of its Memorandum and Articles of Association/ _____ (name of Document of Constitution as may be applicable). (specific provision may be reproduced in certificate).</b>                                 |         |
| 6.     | <b>A certificate duly signed by Company Secretary/ any other officer in charge of legal affairs, stating that Interested Bidder does not attract disqualification vide Office Memorandum No. 3/9/2016-DoD-II-B dated : 28<sup>th</sup> September, 2017 issued by DIPAM (Guidelines for qualification of Bidders seeking to acquire stakes in Public Sector Enterprises through the process of disinvestment).</b> |         |
| 7.     | <b>Basis of eligibility for participation in the process (please mention basis and attach supporting documents)</b>   |         |
| 8.     | <b>Details of Shareholding pattern of the IB including the details establishing ultimate beneficial owner of the IB as on EOI submission date.</b>  |         |
| 9.     | <b>Audited Annual Reports of immediately preceding three financial years (including audited financials with profit and loss statement, balance sheet and cash flow statement and the annual report).</b>  |         |

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|-----|--|--|
|     | In case the annual accounts of an IB for the financial year ending on 31 <sup>st</sup> March 2019 are not audited then the IB shall submit a certificate from Statutory Auditor certifying the Net Worth as at close of such financial year along with the methodology used for calculating such Net Worth<br><b>Notes:</b><br>i. In the case, the financial year of any IB is different than April to March every year; the net worth shall be calculated as on date the latest financial year of such IB ends. |  |
| 10. | <b>Equity contribution of member in the Consortium (if applicable)</b>   |  |
| 11. | <b>Nature of business/products dealt with</b>  |  |
| 12. | <b>A profile containing information on company/Group's area of operations, capability of the IB, as demonstrated in its past track record, to run its own business.</b>  |  |
| 13. | <b>List of board of directors along with an overview of the IB's senior management and organization structure including effective place of management of business of IB as on EOI submission date certified by the company secretary of the IB</b>   |  |
| 14. | <b>Summary of the roles and responsibilities of the directors and key management personnel of the IB certified by the company secretary of the IB</b>  |  |
| 15. | <b>Brief write up of the IB's of their international operations, joint ventures / alliances (whether international or domestic), nature and size of such operations, equity ownership along with copy of audited financial statements of immediately preceding financial year.</b>   |  |
| 16. | <b>The names and addresses of those companies and the professional firms, if any, who are (or will be) advising the IB, together with the names of the principal individual advisors at those companies and firms.</b>   |  |
| 17. | <b>Date &amp; Place of incorporation</b>   |  |
| 18. | <b>Date of commencement of business</b>  |  |
| 19. | <b>Full address including phone No., fax No., email address and web address</b>  |  |
|     | i. Registered Office   |  |
|     | ii. Head Office  |  |
|     | iii. Branches  |  |
| 20. | <b>Detail of Contact Person</b>  |  |
|     | i. Name  |  |
|     | ii. Designation  |  |
|     | iii. Company   |  |
|     | iv. Address  |  |
|     | v. Mobile Number   |  |
|     | vi. E-Mail Address   |  |
| 21. | <b>Detail of Authorised Person</b>   |  |
|     | i. Name  |  |
|     | ii. Designation  |  |
|     | iii. Company   |  |
|     | iv. Address  |  |
|     | v. Mobile Number   |  |
|     | vi. E-Mail Address   |  |
| 22. | <b>Salient features of financial performance for the last three years</b>  |  |
| 23. | <b>Statutory auditor's certificate certifying the Net Worth as on 31<sup>st</sup> March 2019 as defined in the Eligibility criteria along with a detailed calculation of the Net Worth. In case the annual accounts of an IB for the financial year ending 31<sup>st</sup> March 2019 are not audited then the IB</b>  |  |

|     |  |  |
|-----|--|--|
|     | shall submit a certificate from its statutory auditor certifying the Net Worth as at close of such financial year along with the methodology used for calculating such Net Worth along with Provisional Financials of 2019.  |  |
| 24. | Statutory Auditor's certificate certifying the outstanding indebtedness of IB availed from either banks or financial institution being classified as 'non-performing asset' or any equivalent classification in the respective jurisdiction on the IB and includes all such indebtedness availed by any of the entities where the IB holds more than 50% in the share capital of such entity or any of the entities that hold more than 50% in the share capital of IB |  |
| 25. | Please provide details of all contingent liabilities that, if materialised, would reasonably be expected to have a material adverse effect on the business, operations (or results of operations), assets, liabilities and/or financial condition of the IB/ Consortium member, or other similar business combination or transaction.  |  |
| 26. | A detailed statement showing contractual disputes and litigation/ arbitration in the recent past along with parties and amount involved in such disputes and litigation/ arbitration.  |  |
| 27. | A statement showing pending litigations that, if decided against the IB, shall disqualify the IB in terms of prescribed eligibility criteria and extant Government instructions on disinvestment.  |  |
| 28. | An affidavit certifying the correctness of documents submitted in the EOI.   |  |

Sincerely

Authorised Signatory  
For and on behalf of the (IB/Consortium)

**Note:** Please follow the order adopted in the format provided. If the Interested IB/ member of Consortium is unable to respond to a particular question/ request, the relevant number must nonetheless be set out with the words 'No response' against it.

## ANNEXURE 4: NON DISCLOSURE UNDERTAKING

[ON RS. 200 STAMP PAPER]

This **NON DISCLOSURE UNDERTAKING** ("**Undertaking**") is made on this [●] day of [●], 2020.

BY

[●], a company incorporated under the Companies Act, [1956/2013] / Limited Liability Partnership registered under the Limited Liability Partnership Act, 2008 having corporate identification number / LLP identification number [●] and having its registered office at [●] (the "**IB**");

### IN FAVOUR OF:

Government of Punjab, represented by and acting through Managing Director, Punjab Information and Communication Technology Corporation Ltd (PICTCL) at 5th -6th Floor, Udyog Bhawan, 18, Himalaya Marg, Sector 17 Chandigarh- 160017 (India) (the "**Promoter**");

Punjab Communication Ltd., a company incorporated under the Companies Act, 1956, having its office B-91, Phase VIII, Industrial Area, SAS Nagar (Mohali), Punjab-160071 (INDIA) (India) (the "**PUNCOM**"), which expression shall unless repugnant or contrary to the context or meaning thereof include its successors and assigns; and

The Entities whose names and particulars listed in Schedule 1 (hereinafter referred to as "**Advisors**")

### WHEREAS:

- A. The IB along with Consortium Members (as defined hereinafter), if any, has submitted an Expression of Interest for participation in the Strategic Disinvestment by Government of Punjab of 71.20% percent of the equity shares of the Company held by the GoP in PUNCOM (the "**Transaction**") and has been shortlisted as a "Qualified Interested Bidder"; and
- B. In the context of the IB's interest in the Transaction, the Disclosing Party (as defined hereinafter) may disclose Confidential Information (as defined hereinafter) to the Receiving Party (as defined hereinafter) to enable the IB to evaluate the Transaction.

**NOW, THEREFORE, in consideration for receiving the Confidential Information, the IB hereby executes this Undertaking and undertakes, represents, warrants, covenants and agrees to the terms and conditions contained herein:**

1. In this Undertaking (including the recitals);

"**Advisors**" means, collectively, Resurgent India Limited and (Asset Valuer).

**"Confidential Information"** means and includes any and all facts, knowledge, information, documents and materials whether written or otherwise, concerning the business, operations, prospects, finances, or other affairs of PUNCOM, its affiliates, associates or subsidiaries (which includes, without limitation, documents delivered in connection with due diligence, investigation, information relating to the existing business of PUNCOM and new businesses (if any) proposed to be undertaken by PUNCOM, market and company-specific data, agreements related to its business including know-how and technology agreements, agreements relating to licence to use intellectual property rights, graphs, drawing, past, current, and planned research and development, current and planned marketing or distribution methods and processes, customer lists, current and anticipated customer requirements, price lists and other end-user pricing related information, market studies, computer software and programs, database technologies, systems, structures and architectures, historical financial statements, activities, products, specifications, data, know-how, compositions, designs, sketches, photographs, business plans, financial projections and budgets, historical and projected sales, capital spending budgets and plans, current or prospective financing sources, the names and backgrounds of personnel, personnel training techniques and materials, reports relating to PUNCOM's operations prepared by external consultants which are proprietary to the PUNCOM or PICTCL, and any information memorandum /or draft /final offer document, request for proposal, drafts of share purchase agreements or other materials prepared in connection with the Transaction, howsoever documented, that has been or may hereafter be provided or shown to the Receiving Party by the Disclosing Party or is otherwise obtained from review of the Disclosing Party's documents or property or discussions with the Disclosing Party by the Receiving Party irrespective of the form of the communication, and also includes all notes, analyses, compilations, studies, summaries, and other material prepared by the Receiving Party containing or based, in whole or in part, on any information included in the foregoing.

Notwithstanding the foregoing, the following information will not constitute "Confidential Information" for purposes of this Undertaking:

- (a) Information which the IB can prove was already in the possession of the Receiving Party and was available to the Receiving Party on a non-confidential basis prior to its disclosure to the Receiving Party by the Disclosing Party;
- (b) Information which is obtained by the Receiving Party from a third Person who, insofar as is known to the Receiving Party, is not prohibited from disclosing the information to the Receiving party under a contractual, legal or fiduciary obligation to the Disclosing Party; and
- (c) Information which is or becomes generally available to the public otherwise than as a result of a breach of this Undertaking by the Receiving Party.

The decision of the Government of Punjab and/or PUNCOM on whether any information qualifies within the exceptions in (a), (b) and (c) above shall be final, conclusive and binding.

**"Consortium"** means the IB and all other Consortium Members acting in concert with the IB intending to directly or indirectly participate in the Transaction.



**"Consortium Members"** means the members of any existing Consortium or future Consortium, formed by the IB for purposes of the Transaction and shall include members (i) who have submitted the Statement of Legal Capacity in the form specified in the "EoI Package" as described in the "Request for Expression of Interest" for participation in disinvestment of PUNCOM in respect of the Transaction as part of any existing consortium, or (ii) of a future consortium previously approved in writing by the DPED; in each case formed by the IB for purposes of the Transaction.

**"Disclosing Party"** means the Advisors, PUNCOM, PICTCL, Government, other Governmental Authority and/or their respective Representatives, whether jointly or severally.

**"Government"** means the Government of Punjab through the Directorate of Public Enterprises and Disinvestment (DPED).

**"Governmental Authority"** means any governmental or regulatory authority, government ministry or department in India or other rule or regulation making entity having jurisdiction or acting on behalf of the Republic of India or any political subdivision thereof.

**"Receiving Party"** means the IB, Consortium Members and/or their respective Representatives, whether jointly or severally.

**"Representative(s)"** of any Person includes the directors, officers, employees, agents, consultants, advisors, lenders for financing of this Transaction or other representatives, including legal counsel, accountants and financial advisors of such Person and also includes the Representatives of the Representatives of any Person.

**"Person"** means any individual, company (including PUNCOM and the Advisors), firm, association, trust, or any other organization or entity (including the Government and any governmental or political subdivision).

2. The Confidential Information disclosed by the Disclosing Party to the Receiving Party, or acquired by the Receiving Party in the course of any studies conducted by the Receiving Party, will be received and treated by the Receiving Party as strictly confidential, subject to its obligations contained herein, and the Receiving Party shall not, without PUNCOM's as well as the Government's prior written consent or as expressly permitted herein, directly or indirectly disclose to any other Person, or use or allow others to disclose or use, the Confidential Information.
3. The Receiving Party will use the Confidential Information only to evaluate the Transaction and to decide whether or not the IB wishes to proceed with the Transaction and not for any purpose other than the Transaction and the Receiving Party will not directly or indirectly use the Confidential Information for any other purpose or in any way detrimental to the Disclosing Party.
4. In consideration of the Disclosing Party providing the Receiving Party with Confidential Information, by the IB's execution of this Undertaking, the IB, for itself and on behalf of all other Receiving Party, agrees that all of the Confidential Information shall be held and treated by the Receiving Party in strict confidence. The IB agrees (a) to disclose Confidential Information only to Consortium Members and/or those of its Representatives and/or those Representatives of Consortium Members who need to know the Confidential Information for the purposes of an evaluation of the Transaction and each such Consortium Member or

Representative of the IB or Representative of Consortium Member will be informed and advised in writing by the IB of the confidential nature of such information and the contents of and the obligations under this Undertaking and (b) to satisfy itself that each such Consortium Member and/or Representative of the IB and/or Representative of Consortium Member will hold and treat the Confidential Information in confidence and act in accordance therewith. The IB agrees that the Confidential Information shall not, without PUNCOM's as well as the Government's prior written consent, be disclosed by the IB and/or each such Consortium Member and/or Representative of the IB and/or Representative of Consortium Member, in any manner whatsoever, in whole or in part, to any third Person, and shall not be used by the IB or each such Consortium Member or Representative of the IB or Representative of Consortium Member other than in connection with an evaluation of the Transaction.

The IB recognises and acknowledges the competitive value and confidential nature of the Confidential Information and the possible resultant impact to PUNCOM and the Government if the Confidential Information is disclosed or allowed to be disclosed to an unauthorised party or used for any purpose other than evaluating the Transaction. The IB acknowledges and agrees that it is imperative that all Confidential Information remains confidential.

The IB, before disclosing any of the Confidential Information to any Consortium Member(s), shall ensure that such Consortium Member(s), has already executed and furnished to the Advisors, a written undertaking identical in form and content as this Confidentiality Undertaking in favour of the Government, PUNCOM and the Advisors. The IBs, before disclosing any of the Confidential Information to any of its Representative(s) and /or Representatives of the Consortium Members, as the case may be, shall ensure that its Representative(s) / Representatives of the Consortium Members, as the case may be, have read and understood this Undertaking and have agreed in writing to be bound by the terms and conditions contained herein. The IB shall ensure that in case of a new Consortium Member, a written undertaking identical in form and content as this Confidentiality Undertaking, shall be executed and furnished to the Advisors within 7 (seven) days of it becoming a Consortium Member.

Notwithstanding any agreement or undertaking, the IB agrees that it shall continue to be responsible and liable for any breach of this Undertaking even though the same is caused by any act or omission of any Consortium Member and/or Representative of the IB and/or the Representative of Consortium Member and shall indemnify and hold the Government, PUNCOM, and the Advisors harmless (including provisions of clause 6 and 14 set forth herein) from any breach of this Undertaking or consequences and claims arising therefrom. In case of Consortium, the IB agrees that for the purpose of this Confidentiality Undertaking, the liability of the IB shall be joint and several with each of the Consortium Members.

5. Except as permitted by Clause 4 herein and except as expressly permitted by a definitive share purchase agreement, if any, entered into by the IB, the Consortium Members and/or any company formed and promoted by them for the acquisition of equity shares of PUNCOM, the Receiving Party will not directly or indirectly disclose to any Person (including another prospective purchaser who has been provided Confidential Information) the fact that the Confidential Information has been made available to the Receiving Party or that the Receiving Party have inspected any portion of the Confidential Information. Except with the prior written consent of PUNCOM and the Government, and except as expressly permitted by such definitive share

purchase agreement, the Receiving Party will not directly or indirectly disclose to any Person the fact that any discussions or negotiations are taking place concerning the Transaction, including the status and content of such discussions or negotiations.

6. On acquiring the Confidential Information on the terms stated in this Undertaking or otherwise, the Receiving Party shall comply with all applicable law, and the IB hereby jointly and severally indemnifies and agrees to hold the Advisors, the Government and PUNCOM indemnified and harmless (without prejudice to Clause 14 set forth below) against all and any consequences arising from any violation by the Receiving Party of such applicable laws.
7. If the Receiving Party is requested or becomes legally compelled (by oral questions, summons, interrogatories, requests for information or documents, subpoena, civil or criminal investigative demand, or similar process) or is required by a Government Authority and/or regulatory body (including any self-regulated organisation) to make any disclosure that is prohibited or otherwise constrained by this Undertaking or any similar undertaking or agreement, the Receiving Party will provide the Advisors, the Government and PUNCOM with prompt written notice of such request so that the Advisors, the Government or PUNCOM may seek an appropriate injunction, protective order or other appropriate remedy. Subject to the foregoing, the Receiving Party may furnish that portion (and only that portion) of the Confidential Information that, in the written opinion of the IB's legal counsel (reasonably acceptable to the Advisors, the Government and PUNCOM), the Receiving Party is legally compelled or is otherwise legally required to disclose or else stand liable for contempt or suffer other material censure or material penalty; provided, however, that the Receiving Party must use best efforts to obtain reliable assurance that confidential treatment will be accorded to any Confidential Information so disclosed.
8. The confidentiality obligations contained in this Undertaking may at the discretion of the Government, PUNCOM and the Advisors, be amended, modified or superseded upon the IB and the Consortium Members and/or any company formed and promoted by them executing definitive agreements, but shall be without prejudice to any of the Advisors', the Government's or PUNCOM's rights in respect of any breach of this Undertaking which may have occurred prior to such amendment, modification or supersession.

The IB agrees that the Government reserves the right, in its sole discretion to modify the process of the Transaction in any part and/or to vary any terms at any time without prior notice to the IB and/or to reject any or all proposals made by the IB with regard to the Transaction.

9. The Government and/or PUNCOM may elect at any time to terminate further access by the Receiving Party to any Confidential Information in connection with its evaluation of the Transaction. After any such termination by the Government and/or PUNCOM, or after the decision of the IB to not proceed with the Transaction as specified in Clause 8 above, (i) the IB (a) will promptly deliver to the concerned Disclosing Party, all Confidential Information including all documents or other materials furnished by such Disclosing Party to the Receiving Party, together with all copies and summaries thereof in the possession or under the control of the Receiving Party, and (b) will destroy materials generated by the Receiving Party that include or refer to any part of the Confidential Information, without retaining a copy of any such material or (ii) alternatively, if the Advisors, the Government or PUNCOM request or give prior written consent to the IB's request, the IB will destroy or cause to be destroyed all Confidential Information in the possession or under the control of the

Receiving Party. Any such destruction pursuant to the foregoing must be confirmed by the IB in writing to each of the Advisors, the Government and PUNCOM (such confirmation must include a list of the destroyed materials). The IB acknowledges that the return of the Confidential Information and the return or destruction of the Confidential Information pursuant to termination or otherwise shall not release the Receiving Party from its obligations under this Undertaking.

10. The Receiving Party shall not deal or communicate (except in the ordinary course of its business) with any officer, director or employee of the Government or PUNCOM regarding the business, operations, prospects or finances of PUNCOM, without the Advisors' prior written consent, unless otherwise agreed to in an executed share purchase agreement entered into in connection with the purchase by the IB and the Consortium Members and/or any company formed and promoted by them, of equity shares of PUNCOM. It is understood that the Advisors will arrange for appropriate contacts for due diligence purposes in connection with the Transaction. Unless otherwise agreed to by the Advisors in writing (i) all communications regarding any possible transaction, (ii) any requests for additional information, (iii) any requests for management meetings, and (iv) any queries regarding the Transaction, will be directed exclusively to the Advisors. However, if the Receiving Party is called upon by the Government and/or PUNCOM for any discussions, the Receiving Party will do so or meet the Government and/or PUNCOM only after duly informing the Advisors in writing.
11. The Government reserves the right, in its sole discretion, to reject any and all proposals made by the Receiving Party with regard to the Transaction and to terminate discussions and negotiations with the Receiving Party at any time. Without limiting the preceding sentence, nothing in this Undertaking (i) requires either the IB or the Government to enter into the Transaction or to negotiate such Transaction for any specified period of time or (ii) requires the Advisors, the Government or PUNCOM to enter into an agreement or an understanding, or prohibits the Advisors, the Government or PUNCOM from entering into any agreement or understanding, for proceeding with the Transaction with any other Person.
12. For a period of 1 (one) year from the date of this Undertaking or till the completion of the Transaction, whichever is later, the Receiving Party shall not, directly or indirectly, solicit for employment or hire any employee of PUNCOM.
13. The IB understands, acknowledges and agrees that the Government, the Advisors and PUNCOM retain the right to determine, in their sole discretion, the information that they wish to make available to the Receiving Party and the personnel through whom the same will be made available. Further, nothing in this Undertaking shall amount to or be construed as the Disclosing Party making any representations or warranties, express or implied, as to the accuracy and/or completeness of the Confidential Information and the Disclosing Party shall have no liability whatsoever to the Receiving Party resulting from the IB's use of the Confidential Information. The IB also agrees that if it determines to proceed with the Transaction, its determination will be solely based on the terms of the definitive agreements as well as on its own investigation, analysis and assessment of its investment. Moreover, unless and until such agreements are entered into, neither the Government nor the IB will be under any legal obligation of any kind with respect to the Transaction except for the matters specifically agreed to in this Undertaking or in another written and duly executed definitive agreement.

14. The IB hereby indemnifies and agrees to hold the Advisors, the Government and PUNCOM indemnified and harmless from all and any damages, losses, costs, or liabilities (including legal fees and the cost of enforcing this indemnity) arising out of or resulting from any unauthorized use or disclosure by any Receiving Party of the Confidential Information or other violation of this Undertaking (notwithstanding that a Receiving Party may not be party to this Undertaking) or of any similar undertaking or agreement. In addition, because an award of money damages (whether pursuant to the foregoing sentence or otherwise) would be inadequate for any breach of this Undertaking or any similar undertaking or agreement by the Receiving Party and any such breach would cause the Disclosing Party irreparable harm, the IB also agrees that, in the event of any breach or threatened breach of this Undertaking or such similar undertaking or agreement, the Advisors, the Government or PUNCOM will also be entitled, without the requirement of posting a bond or other security, to equitable relief, including injunctive relief and specific performance. Such remedies will not be the exclusive remedies for any breach of this Undertaking but will be in addition to all other remedies available at law or equity to the Advisors, the Government and/or PUNCOM.
15. The IB understands, acknowledges, confirms and agrees that each of the Government, PUNCOM and the Advisors are beneficiaries under this Undertaking. The IB further agrees and confirms that each of the Government, PUNCOM and the Advisors, will be entitled to and may enforce, either individually or jointly, the obligations imposed on the Receiving Party under this Undertaking.
16. The IB agrees that no failure or delay by the Advisors/the Government / PUNCOM in exercising any right, power or privilege hereunder will operate as a waiver thereof nor will any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any right, power or privilege hereto.
17. The terms of this Undertaking may be varied only with PUNCOM's and the Government's prior written agreement. This Undertaking shall be effective as of the date first above given on the first page of this Undertaking.
18. This Undertaking shall be governed by and construed in accordance with the substantive laws of India without giving effect to its conflict of law principles.
19. All notices required or permitted to be given hereunder shall be in writing and shall be valid and sufficient if dispatched by registered airmail, postage or facsimiles as follows.

**If the notice is to the Transaction Advisor, to:**

Designated Official  
Resurgent India Limited  
903-906, Unitech Business Zone, Tower C, Nirvana Country,  
Sector 50, Gurugram, Haryana – 122018  
P +91-124-4754550  
Email: akhilesh.raina@resurgentindia.com

**With a copy to:**

Designated Official  
PUNCOM,  
B-91, Phase VIII, Industrial Area, SAS Nagar (Mohali), Punjab-160071 (INDIA)

**AND**

Designated Official  
Directorate of Public Enterprises & Disinvestment  
Government of Punjab  
Plot No 2B, 4<sup>th</sup> Floor, Vit te Yojna Bhawan, Sectoe-33 A, Chandigarh

**If the notice is to PUNCOM, to:**

Designated Official of PUNCOM, at the address given hereinabove

**With a copy to:**

Designated Official of DPED at the address given hereinabove

**AND**

Designated Official of Transaction Advisor at the address given hereinabove

**If the notice is to the DPED, Ministry of Finance, Government of Punjab, to:**

Designated Official of DPED, at the address given hereinabove

With a copy to:

Designated Official of PUNCOM, at the address given hereinabove

**AND**

Designated Official of Transaction Advisor at the address given hereinabove

**If the notice is to the IB:**

Name:

Designation:

Organisation name and address:

Tel no.

fax no.:

E-mail address:

Any of the IB, the Government, PUNCOM or the Advisors may change its address by a notice given to the other in the manner set forth above. All notices and other communications shall be deemed to have been duly given (i) on the expiry of seven days after posting, if transmitted by registered airmail or (ii) on the date immediately after the date of transmission with confirmed answer back if transmitted by e-mail, telex, cable or facsimile whichever shall first occur.

**IN WITNESS WHEREOF, this Undertaking has been executed by the duly authorized representative of the IB on the date and year first hereinabove written.**

Witnessed by: (Name of IB)

Name: By:

Address: Name:

Title:

**Schedule 1**

| <b>S. No</b> | <b>Name</b>             | <b>Advisor Role</b> |
|--------------|-------------------------|---------------------|
| 1.           | Resurgent India Limited | Transaction Advisor |

**ANNEXURE 5: POWER OF ATTORNEY-SOLE IB/CONSORTIUM**

**Power of Attorney for signing of EoI**

*(To be on non-judicial stamp paper of appropriate value as per Stamp Act relevant to place of execution and notarized)*

To all to whom these presents shall come, We..... (name of the entity) having our registered office at \_\_\_\_\_ (address of the registered office) do hereby exclusively, unconditionally and irrevocably constitute, nominate, appoint and authorize Mr./Ms. (name),.....son/daughter/wife of ..... and presently residing at ....., who is presently employed with us/ the Lead Member of our Consortium and holding the position of ....., as our true and lawful attorney (hereinafter referred to as the "Attorney") to do in our name and on our behalf, to do, execute, and perform all such acts, agreements, deeds, matters and things as are necessary or required in connection with or incidental to submission of our application for qualification for the Strategic Disinvestment of shares held by Government of Punjab representing 71.20% of the paid-up equity share capital of Punjab Communication Ltd. ("PUNCOM") including but not limited to signing and submission of all applications, participate in Pre-Bid and other conferences and providing information/ responses to GoP/Transaction Advisor and generally dealing with TransactionAdvisor/PUNCOM/GoP in all matters in connection with or relating to or arising out of our application for qualification for the Transaction (as defined in the invitation of EoI dated \*\*) issued by Resurgent India Limited.

AND we hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things done or caused to be done by the Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by the Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us concerning or touching these presents as fully and effectually as if we were present and had done, performed or executed the same itself.

All the terms used herein but defined shall have the meaning ascribed to such terms in the invitation of EoI.

We confirm and declare that we have not executed any other power of attorney in favour of any other person(s) in relation to the subject matter of this power of attorney and this power of attorney is irrevocable.

IN WITNESS WHEREOF WE, ..... THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS ..... DAY OF .....

.....

(Signature, name, designation and address)

In the presence of:

1.



2.

Accepted

Name, Title and Address of the Attorney)

(To be duly notarized)

Notes:

- 1. The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure. The power of attorney shall be appropriately stamped and notarized. The Non Judicial Stamp Paper shall be of the place where the POA is being executed and notarization shall be at the place where the POA is being executed. Stamp Duty to be paid shall be as per the requirement of applicable law including the stamping requirements in the state where it is being executed. For eg: the stamp duty payable on a POA in Delhi is Rs. 50.*
- 2. The IB should submit for verification, the extract of the charter documents and documents such as a board or shareholders' resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the IB.*
- 3. For a Power of Attorney executed and issued overseas, the document will also have to be legalized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by IBs from countries that have signed the Hague Legislation Convention 1961 are not required to be legalized by the Indian Embassy if it carries a conforming Apostle certificate.*

**ANNEXURE 6: FORMAT FOR CONSORTIUM AGREEMENT**

*(To be on non-judicial stamp paper of appropriate value as per Stamp Act relevant to place of execution and notarized)*

THIS Consortium Agreement ("**Agreement**") executed on this \_\_\_\_\_ day of \_\_\_\_\_ Two thousand \_\_\_\_\_ between

1. M/s [**insert name of Lead Member**] \_\_\_\_\_ a Limited Liability Partnership firm or Company incorporated under the laws of \_\_\_\_\_ and having its Registered Office at \_\_\_\_\_, having CIN / LLPIN \_\_\_\_\_ (hereinafter called the "**Member-1**", which expression shall include its successors, executors and permitted assigns);
2. M/s \_\_\_\_\_ a Limited Liability Partnership firm or Company incorporated under the laws of \_\_\_\_\_ and having its Registered Office at \_\_\_\_\_, having CIN / LLPIN \_\_\_\_\_ (hereinafter called the "**Member-2**", which expression shall include its successors, executors and permitted assigns); and
3. M/s \_\_\_\_\_ a Limited Liability Partnership firm or Company incorporated under the laws of \_\_\_\_\_ and having its Registered Office at \_\_\_\_\_, having CIN / LLPIN \_\_\_\_\_ (hereinafter called the "**Member-3**", which expression shall include its successors, executors and permitted assigns),

for the purpose of submitting response to Advertisement dated XXX inviting Expression of Interest for strategic disinvestment of 100% equity shareholding of the Government of Punjab in Punjab Communications Limited ("**PUNCOM**"), which is equivalent to 71.20% of the total paid up equity share capital of PUNCOM.

**WHEREAS**, each Member individually shall be referred to as the "**Member**" and all of the Members shall be collectively referred to as the "**Members**" in this Agreement.

**WHEREAS**, GoP had invited EoI via advertisement dated XXX;

**WHEREAS** the Instructions for submitting EoI stipulates that in case EoI is being submitted by a Consortium of IBs, the Members of the Consortium will have to submit a legally enforceable Consortium Agreement in a format specified in invitation of EoI.

All the terms used in capitals in this Agreement but not defined herein shall have the meaning as per the invitation of the EoI.

**NOW THEREFORE, THIS AGREEMENT WITNESSTH AS UNDER:**

In consideration of the above premises and agreements all the Members in this Consortium do hereby mutually agree as follows:

1. We, the Members of the Consortium and Members to the Agreement do hereby unequivocally agree that Member-1 (M/s \_\_\_\_\_), shall act as the Lead Member as defined in the EoI for self and on behalf of Member-2, \_\_\_\_\_, Member-3 and to submit the EoI;
2. We have formed consortium comprising of \_\_\_\_ members as follows:
  1. \_\_\_\_\_(Insert name)/% of Shareholding in the Consortium
  2. \_\_\_\_\_(Insert name)/% of Shareholding in the Consortium
  3. \_\_\_\_\_(Insert name)/% of Shareholding in the Consortium
3. We undertake that after the submission of the EoI, the composition of the Consortium shall be maintained for a period of 1 (One) year, if it is shortlisted as the successful IB.
4. The Lead Member is hereby authorized by the Members of the Consortium and Members to the Agreement to bind the Consortium and receive instructions for and on their behalf.
5. The Lead Member shall be liable and responsible for ensuring the individual and collective commitment of each of the Members of the Consortium in discharging all of their respective obligations. It is clarified that each Member shall be individually liable for the performance of its part of the obligations without in any way limiting the scope of collective liability envisaged in this Agreement.
6. The Lead Member, on behalf of the Consortium, shall inter alia be responsible for liaising with any authority or persons as required.
7. In case of any breach of commitment by any of the Consortium Members, the Lead Member shall be liable for the consequences thereof.
8. Except as specified in the Agreement, it is agreed that sharing of responsibilities as aforesaid shall not in any way be a limitation of responsibility of the Lead Member under these presents.
9. The Lead Member shall be liable irrespective of its scope of work or financial commitments.
10. This Agreement shall be construed and interpreted in accordance with the laws of India and courts at Delhi alone shall have the exclusive jurisdiction in all matters relating thereto and arising thereunder.
11. It is further expressly agreed that the Agreement shall be irrevocable and shall remain valid until the expiration or early revocation/termination of the terms thereof, unless expressly agreed to the contrary by GoP.
12. The Lead Member is authorized and shall be fully responsible for the accuracy and veracity of the representations and information submitted by the Members respectively from time to time in EoI.

13. It is hereby expressly understood between the Members that no Member at any given point of time, may assign or delegate its rights, duties or obligations under the EoI except with prior written consent of GoP.

14. This Agreement

- (i) has been duly executed and delivered on behalf of each Member hereto and constitutes the legal, valid, binding and enforceable obligation of each such Member;
- (ii) sets forth the entire understanding of the Members hereto with respect to the subject matter hereof; and
- (iii) may not be amended or modified except in writing signed by each of the Members and with prior written consent of GoP.

IN WITNESS WHEREOF, the Members have, through their authorized representatives, executed these present on the Day, Month and Year first mentioned above.

For M/s \_\_\_\_\_ **[Member 1]**

\_\_\_\_\_ (Signature, Name & Designation of the person authorized vide board resolution/power of attorney duly executed by such partners as authorized by the partnership deed governing such partnership dated [●])

Witnesses:

(i) Signature \_\_\_\_\_  
Name:  
Address:

(ii) Signature \_\_\_\_\_  
Name:  
Address:

For M/s \_\_\_\_\_ **[Member 2]**

\_\_\_\_\_ (Signature, Name & Designation of the person authorized vide board resolution/power of attorney duly executed by such partners as authorized by the partnership deed governing such partnership [●])

Witnesses:

(i) Signature \_\_\_\_\_  
Name:  
Address:

(ii) Signature \_\_\_\_\_  
Name:

Address:

For M/s \_\_\_\_\_ **[Member 3]**

\_\_\_\_\_ (Signature, Name & Designation of the person authorized vide board resolution/power of attorney duly executed by such partners as authorized by the partnership deed governing such partnership dated [●])

Witnesses:

(i) Signature \_\_\_\_\_

Name:

Address:

(ii) Signature \_\_\_\_\_

Name:

Address:

\_\_\_\_\_  
***[Signature and stamp of Notary of the place of execution]***

## ANNEXURE 7: DECLARATION

(To be forwarded on the letter head of the sole IB /each member of the Consortium submitting the EoI)

### DECLARATION

1. We solemnly declare that we or our Director(s), CEO or principal officers are not convicted by any court of law or are indicted or have received any adverse order from regulatory authority relating to a grave offence with regard to matters other than the security and integrity of the country.

Grave offence for this purpose shall be an offence which is of such nature that outrages the moral sense of the community and shall include

- a) SEBI orders which directly relate to "Fraud" as defined in the SEBI Act, 1992 and/or any of the regulations, rules, circulars, notifications, etc. made thereunder
  - b) SEBI orders on the IB casting doubt on the ability of the IB to manage or hold the stake in PUNCOM
  - c) Any conviction by a court of law
  - d) In case of SEBI's order of prosecution, disqualification will arise only on conviction by court of law.
2. We further declare that we, our promoters, our associate companies have not been issued a charge sheet by any Governmental Authority or convicted by a court of law for any offence with regard to matters relating to the security and integrity of the country.
  3. We further declare that we, our associate company, our Director(s), CEO, principal officers, employees are not under any investigation pending before any regulatory authority or other authority.
  4. We declare that complete information as required is provided in the EoI and /or Statement of Legal Capacity.

(Name and signature of Authorized Signatory)

(IBs' name)

(IBs' Address)

In case any IB is unable to give above undertaking in view of any conviction, indictment, order or investigation as above full details of the same shall be provided including names of persons involved, designation, charge/offence, ordering/investigating agency, status/outcome etc. with supporting/relevant documents. Any entity, which is disqualified from participating in the Transaction, shall not be allowed to remain associated with it or get associated merely because it has preferred an appeal against the order based on which it has been disqualified. The mere pendency of appeal will have no effect on the disqualification. Please also refer to Annexure 12.

**ANNEXURE 8: DECLARATION**

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(To be forwarded on the letterhead of the sole IB /each member of the Consortium submitting the EoI)

DECLARATION

1. We solemnly declare and undertake not to, directly or indirectly, communicate with any officer/employee of DPED or PCITCL or PSIDC or PUNCOM either before or after submission of our EoI.
2. We further declare that we shall not, directly or indirectly, disclose our intent/willingness to participate as an Interested Bidder (IB) in EoI process to any officer/employee of DPED or PCITCL or PSIDC or PUNCOM at any time from the date of issue of this EoI.

(Name and signature of Authorised Signatory)

(IBs' name)

(IBs' Address)

**ANNEXURE 9: AFFIDAVIT FOR CERTIFICATION OF DOCUMENTS**

*(To be duly executed and adequate stamp duty to be paid by the Interested Bidder/ Members of Consortium with respect to this document.)*

**AFFIDAVIT**

I, [name] aged [age] years, resident of [address] working as [designation] an Authorised Signatory on behalf of [name of the Interested Bidder] (“Interested Bidder (IB)”) hereby state on solemn affirmation or oath as under:

1. I am the [designation of the deponent] of the Interested Bidder. I am conversant with the facts and circumstances surrounding the subject of this affidavit [and have been authorised to depose to the same pursuant to the power of attorney dated [date] issued pursuant to [particulars of corporate approval]. I am filing this affidavit to place on record verification of facts and documents in connection with the bidding process concerning strategic disinvestment of Punjab Communications Limited (PUNCOM).
2. I state that I have reviewed the contents of the PIM and EOI and the requirements of each of them in relation to the strategic disinvestment of PUNCOM and also the terms and conditions thereof.
3. I state that all documents and information submitted with the EOI of [ insert name of the IB] has been personally verified and has also been verified by the concerned authority within [ insert name of the IB]

[Insert separate paragraphs for each information/ document physically submitted with the Transaction Advisor, in a chronological sequence].

4. I state that each of the documents submitted is true, correct and complete in all respects and that nothing has been concealed in the information submitted as mentioned above.
5. I understand that in case of any untrue, incomplete or incorrect information is submitted, the EOI/Bid submitted by [insert name of the IB] shall be liable to be disqualified.
6. I state that, in the event [insert name of the IB] are attracted by any of the disqualifications or any other factor which makes us ineligible in terms of the PIM during the pendency of the process of Strategic Disinvestment, the Eoi/Bid submitted by [insert name of the IB] shall be liable to be disqualified.
7. I state that, in the event of any change in the information or documents submitted by [insert name of the IB], we the [insert name of the IB] shall immediately notify the Advisor along with the copy of all the relevant documents.
8. This Affidavit has been provided by me and on behalf of [insert name of the IB] for the purpose of confirming the correctness, completeness and validity of all documents and information submitted by [insert name of the IB] in relation to strategic disinvestment of PUNCOM.

Solemnly affirmed and verified on this [day] day of [month] [year] at [place].

Before me

(Signature of Deponent)

Name, Designation & Address of Deponent

[particulars of notarisation]

Name, Designation & Address



## ANNEXURE 10: DEPARTMENT OF INVESTMENT AND PUBLIC ASSET MANAGEMENT (DIPAM) GUIDELINES

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No. 3/9/2016-DoD-II-B  
Government of India  
Department of Investment & Public Asset Management  
Block 14, CGO Complex  
New Delhi.

Dated: 28<sup>th</sup> September, 2017

### OFFICE MEMORANDUM

#### **Sub: Guidelines for qualification of Bidders seeking to acquire stakes in Public Sector Enterprises through the process of disinvestment**

Government has examined the issue of framing comprehensive and transparent guidelines defining the criteria for bidders interested in PSE-disinvestment so that the parties selected through competitive bidding could inspire public confidence. Earlier, criteria like net worth, experience etc. used to be prescribed. Based on experience and in consultation with concerned departments, Government has decided to prescribe the following additional criteria for the qualification/ disqualification of the parties seeking to acquire stakes in public sector enterprises through disinvestment:

- (a) In regard to matters other than the security and integrity of the country, any conviction by a Court of Law or indictment/ adverse order by a regulatory authority that casts a doubt on the ability of the bidder to manage the public sector unit when it is disinvested, or which relates to a grave offence would constitute disqualification. 'Grave offence' is defined to be of such a nature that it outrages the moral sense of the community. The decision in regard to the nature of the offence would be taken on case to case basis after considering the facts of the case and relevant legal principles, by the Government. 'Grave Offence' would include the below noted cases:
- a. Only those orders of SEBI are to be treated as coming under the category of 'Grave Offences' which directly relate to 'Fraud' as defined in the SEBI Act and / or regulations.
  - b. Only those orders of SEBI that cast a doubt on the ability of the bidder to manage the public-sector unit, when it is disinvested, are to be treated as adverse.
  - c. Any conviction by Court of Law.
  - d. In cases in which SEBI also passes a prosecution order, disqualification of the bidder should arise only on conviction by the Court of Law.
- (b) In regard to matters relating to the security and integrity of the country, any charge-sheet by an agency of the Government/ conviction by a Court of Law for an offence committed by the bidding party or its Associate Company as defined in Companies Act, 2013 would result in disqualification. The decision in regard to the

relationship interse between the concerns, would be taken based on the relevant facts and after examining whether the two concerns are substantially controlled by the same person/ persons.

- (c) In both (a) and (b), disqualification shall continue for a period that Government deems appropriate.
- (d) Any bidder, which is disqualified from participating in the disinvestment process, would not be allowed to remain associated with it or get associated merely because it has preferred an appeal against the order based on which it has been disqualified. The mere pendency of appeal will have no effect on the disqualification.
- (e) The disqualification criteria would come into effect immediately and would apply to all bidders for various disinvestment transactions, which have not been completed as yet.
- (f) Before disqualifying a concern, a Show Cause Notice as to why it should not be disqualified, would be issued to it and it would be given an opportunity to explain its position.
- (g) These criteria will be prescribed in the advertisements seeking Expression of Interest (EOI) from the interested parties. The interested parties would be required to provide the information on the above criteria, along with their Expressions of Interest (EOI). The bidders shall be required to provide with their EOI an undertaking to the effect that no investigation by a regulatory authority, which if decided against the bidder, may disqualify the bidder in terms of (a) & (b) above or the eligibility criteria prescribed in the EoI, is pending against them. In case any investigation is pending in case which if decided against the bidder, may disqualify the bidder in terms of (a) & (b) above or the eligibility criteria prescribed in the EoI against the bidder or the concern in which the bidder has substantial interest or against its CEO or any of its Directors/ Managers, full details of such investigation including the name of the investigating agency, the charge/ offence for which the investigation has been launched, name and designation of persons against whom the investigation has been launched and other relevant information should be disclosed, to the satisfaction of the Government. For other criteria also, a similar undertaking shall be filed along with EOI.

sd/-

(Aseem kumar Jha)

Under Secretary to the Government of India